

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

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 815 North Beech Street, in said City, Tuesday, September 6, 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, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Priscilla Daniel.

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

Opening prayer was given by Rev Howard Stuart, Associate Pastor of St. Matthews Baptist Church, followed by the Pledge of Allegiance led by Mayor Ed Pinero.

AT THE TIME THE PICAYUNE FURY GIRLS FASTPITCH SOFTBALL TEAM WAS RECOGNIZED FOR BEING THE 2011 ASA U10 CLASS MISSISSIPPI STATE CHAMPIONS

ORDER TO APPROVE MINUTES

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to approve the Minutes for the City of Picayune dated August 16, 2011.

The following roll call was made:

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

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 Lane, seconded by Council Member Breland to approve the docket for September 6, 2011 in the amount of \$1,148,174.86.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: Mayor Ed Pinero

The motion was declared carried.

AT THIS TIME LINDA TUFARO THANKED THE MAYOR AND COUNCIL FOR THE CITY'S INVOLVEMENT WITH THE GRANT FOR THE NEW ROOF AT MARGARET REED CROSBY MEMORIAL LIBRARY

PROCLAIM SEPTEMBER 17-23, 2011 AS CONSTITUTION WEEK

Motion was made by Council Member Watkins, seconded by Council Member Lane to proclaim the week of September 17 –23, 2011 as Constitution Week.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT RESIGNATION OF COREY SMITH FROM PRCUA BOARD OF DIRECTORS

Motion was made by Council Member Lane, seconded by Council Member Gouguet to accept resignation of Corey Smith as appointee of the City of Picayune on the PRCUA Board of Directors.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR TO SIGN SERVICE AGREEMENTS WITH AT & T, VERIZON WIRELESS AND T-MOBILE WIRELESS TO IMPLEMENT 311 SERVICE FOR THE CITY OF PICAYUNE

Motion was made by Council Member Lane, seconded by Council Member Breland to authorize Mayor to sign service agreements with AT & T, Verizon Wireless and T-Mobile Wireless to implement 311 Service for City of Picayune.

BellSouth Business
211/511

3/15/04

**LETTER OF AGREEMENT
FOR 311 SERVICE**

311 Service will be assigned for commercial use in each local calling area, only in those instances where the code has not been requested by an entity as defined by the Federal Communications Commission in CC Docket 92-105 for specific uses.

This Agreement is entered into between BellSouth (AT&T) and **City of Picayune**.

1. **City of Picayune** has been assigned the use of a three-digit code for use in the **City of Picayune** local calling area subject to the applicable provisions of the General Subscriber Services Tariff of the state of Mississippi. In the case of any conflict between this Agreement and the tariff or Commission's Order, the tariff and Order will govern.
2. **City of Picayune** agrees to the rules and regulations for the provision of **311** service as set out in Section **A13.82** of the General Subscriber Service Tariff.
3. **City of Picayune** recognizes that the **311** service code is subject to possible recall by the Federal Communications Commission (FCC), and any investment undertaken to initiate the use of the **311** service code is at its own risk.
4. **City of Picayune** agrees to return the **311** service code upon six months written notice from BellSouth that the 3DD service code is being recalled.
5. **City of Picayune** further agrees to migrate to any standard access arrangement for information services subsequently agreed to by the industry and approved by the industry.

BellSouth Business
211/511

3/15/04

6. **City of Picayune** recognizes and agrees it will be charged the appropriate tariff rates for the establishment of the new access arrangement.

7. **City of Picayune** further agrees to abide by any subsequent rules adopted by the FCC regarding the use and return of **311** service codes.

8. For the purpose of this agreement, BellSouth (AT&T) agree the effective date is _____ unless otherwise ordered or established by the Commission.

Local point to number: 601-799-0600, Picayune, MS

CITY OF PICAYUNE

BELLSOUTH (AT&T)

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

DATE: _____

DATE: _____

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A13.82.4 311 Non-Emergency Municipal Use Rates and Charges

A. Application of Rates

1. A Service Establishment charge shall apply per central office.
2. 311 subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks, Centrex Type Services lines, etc.) used for transporting and terminating messages at the 311 subscriber's designated premises.
3. Applicable service order charges as specified in Section A4. of this Tariff will apply, in addition to the following rates.
4. A Central Office Activation charge will apply per central office switch translated to the lead number.
5. A charge will apply to changes to the point-to number at the subscriber's request, per 311 Dialing Service, per central office switch.

B. Charges applicable to the 311 For Non-Emergency Municipal Use Subscriber

	Non-recurring Charge	USOC
1. Service Establishment Charge (a) Per Central Office	\$1,015.00	311SE
2. Central Office Activation (a) Per Central Office	54.00	311CC
3. Change of Point-to Number by Subscriber (a) Per Central Office	4.00	311AP

**311 – VERIZON WIRELESS SERVICE AGREEMENT FORM
LOCAL CALLING AREA**

This 311 Service Agreement ("Agreement") is entered into by and between Celco Partnership d/b/a Verizon Wireless ("Verizon Wireless"), a Delaware general partnership with its principal place of business at 1 Verizon Way, Basking Ridge, NJ 07920, and the City of Picayune, Mississippi ("Requesting Entity"). Verizon Wireless and the Requesting Entity may be referred to in this Agreement individually as a "Party" and collectively as the "Parties".

1. Service Description: Pursuant to this Agreement, Verizon Wireless will translate the 311 abbreviated dialing code to and for the benefit of the Requesting Entity as set forth below, in compliance with the Federal Communications ("FCC") order in Docket No. 92-105 ("FCC Order"), but only in the Service Area as defined below where Verizon Wireless operates its wireless service.

- (a) Verizon Wireless customers will be able to dial 311 using their wireless handsets when within the area serviced ("Service Area") as specified in Exhibit A to this agreement by certain Verizon Wireless Mobile Telephone Switching Office(s) ("MTSO(s)"), and Verizon Wireless will translate those calls to the telephone number provided to Verizon Wireless by the Requesting Entity within this area. Verizon Wireless will use commercially reasonable efforts to design call routing based on the location of its MTSO to include the entire Service Area indicated by the Requesting Entity however, both Parties acknowledge that the actual Service Area may differ from the Service Area requested. In those instances in which calls are routed from Service Areas beyond those served by the Requesting Entity, the Requesting Entity is responsible for properly transferring or redirecting calls to the adjacent jurisdictions' dispatch or call centers.
- (b) Requesting Entity will have sole responsibility to answer, respond to, transfer, terminate or otherwise handle 311 calls routed to the Requesting Entity's dispatch or call center via the telephone number referenced below, and to make non-emergency public services available in response to such calls ("311 Service"). The Requesting Entity cannot use the 311 Service for any purpose other than to make non-emergency public services available to Verizon Wireless customers in the Service Area.
- (c) The 311 Service is subject to transmission limitations and dropped calls. The Service Area may contain areas with no service. The 311 Service is subject to network and transmission limitations, including cell site unavailability, particularly in remote areas. Customer equipment, weather, topography and other atmospheric and environmental considerations associated with radio technology also will affect the 311 Service. Voice clarity and reception may vary near coverage boundaries. Additionally, voice clarity and reception may vary significantly within buildings depending on location or building structure. The 311 Service may be temporarily refused, limited, interrupted or curtailed due to Service Area coverage disputes, system capacity limitations and/or equipment modifications, upgrades, relocations, repairs and similar activities necessary for the proper operation of the 311 Service. Requesting Party acknowledges that Verizon Wireless assumes no liability for any such limitations, constraints or restrictions.
- (d) Unless otherwise stated herein, there shall be no charge to Requesting Entity to design, implement and maintain the 311 Service as outlined in this Agreement. However, certain fees and charges may be assessed in the event that modifications are required after implementation to continue providing the 311 Service which result from: (1) a change in the current scope of the 311 Service, (2) the Requesting Entity's failure to comply with the terms of this Agreement or (3) other conditions required by law.
- (e) **No Rights in ADCs:** Requesting Entity acknowledges and agrees that there are a limited number of ADC's (Abbreviated Dialing Code) available. Requesting Entity has no property right or interest in the ADC(s) covered by the Agreement. Requesting Entity has no rights or presumptions regarding substitute or additional ADCs. Verizon Wireless reserves the right to change, augment, disconnect or cancel the ADC upon thirty (30) days notice to Requesting Entity. Notwithstanding the foregoing, Verizon Wireless may immediately change the ADC to comply with laws, rules or regulations without notice to Requestor. If Requesting Entity changes its designated telephone number under the Agreement, Requesting Entity must provide written notice to Verizon Wireless thirty (30) days prior to the change.

2. Responsibilities of Third Parties: The Parties acknowledge that Verizon Wireless' ability to support the Requesting Entity's provision of the 311 Service may be dependent upon the timely performance of third parties, including, but not limited to, actions that must be completed by the Requesting Entity's agents, call center, hardware providers and various other suppliers and manufacturers.

3. Confidential Information: Each Party acknowledges that, during the term of this Agreement, the other Party may disclose to it, or it may receive from the other Party in performing its obligations under this Agreement, information, whether communicated or received in oral, written, electronic or any other form, that is considered proprietary, confidential and/or competitively sensitive by the other Party ("Confidential Information"). Both Parties agree to take all reasonable and necessary steps to ensure the confidentiality of all Confidential Information of the other Party. All Confidential Information shall be marked or otherwise designated as proprietary, confidential and/or competitively sensitive by the Party that deems it proprietary, confidential and/or competitively sensitive. The receiving Party shall use not less than the same degree of care it uses with regard to its own proprietary, confidential and/or competitively sensitive information, but not less than reasonable care to prevent the disclosure, unauthorized use or publication of Confidential Information. Confidential Information shall neither be used, nor allowed to be used, by the receiving Party for any purpose other than to facilitate the performance by it of its obligations under this Agreement.

This section shall not apply to: (i) information that at the time of disclosure was generally available to the public; (ii) information that, subsequent to its disclosure, is published or otherwise becomes available to the public through any means other than an act or omission of the receiving Party; (iii) information that was previously known to the receiving Party free of any obligation to keep it in confidence or that is subsequently developed in good faith by the receiving Party; and (iv) information rightfully acquired in good faith from a third party on a non-confidential basis. Further, the receiving Party may disclose Confidential Information if required to do so by applicable law, rule or regulation, or a court or other governmental authority of competent jurisdiction; provided, however, that the receiving Party shall provide the disclosing Party prior written notice of any such disclosure and exercise its best efforts to afford the disclosing Party an opportunity to contest the disclosure and to limit the extent of the disclosure to the maximum extent practicable.

The Requesting Entity acknowledges that preservation of the confidentiality of individually identifiable information about Verizon Wireless customers, including, but not limited to, their telephone numbers, is an important component of the wireless services provided by Verizon Wireless. The Requesting Entity, therefore, agrees that it will not, and it will ensure that any agents used by it to provide the 311 Service will not, inappropriately disclose or abuse such information about Verizon Wireless customers to the extent gained in connection with providing the 311 Service. For purposes of this Agreement, the inappropriate disclosure or use of such information includes, but is not limited to, the following: (i) use of such information for any purpose other than the provision of the 311 Service or for internal analysis; (ii) sale or disclosure of such information, or any data derived from such information, to third parties or (iii) use for sales and marketing purposes or other income generating activity. In the event that the Requesting Entity or any of its agents used for the provision of the 311 Service inappropriately disclose or use such information, as determined by Verizon Wireless in its sole discretion, Verizon Wireless may immediately terminate this Agreement as provided for in Section 4 and pursue any rights available to it at law or equity.

4. Term and Termination: This Agreement is effective on the date of the Verizon Wireless' signature ("Effective Date"), and shall remain in effect for a period of one (1) year from the Effective Date, (Initial Term). Verizon Wireless shall have six (6) months from the Effective Date to complete the work necessary to provide the services required by this Agreement. This Agreement shall automatically renew on a month-to-month term ("Subsequent Term") unless written notice of termination is given by the terminating Party to the other Party not less than 30 days prior to the expiration of the Initial Term, or each Subsequent Term.

This Agreement may be terminated without liability: (i) at any time by both Parties upon mutual agreement; (ii) immediately, by Verizon Wireless if, by order of the FCC, wireless carriers no longer are required to translate 311 calls to governmental authorities; (iii) immediately by Verizon Wireless in the event the Requesting Entity fails to pay any amount due Verizon Wireless by the due date after delivery of written notice by Verizon Wireless that payment is due; (iv) immediately by Verizon Wireless if the Requesting Entity fails to fulfill any of its responsibilities set forth in Section 14 within 30 days of receiving written notice from Verizon Wireless of such failure; (v) immediately by either Party upon a material breach of this Agreement by the other Party if the material breach is not cured by the breaching Party within 30 days of receiving written notice of the breach; (vi) immediately by Verizon Wireless in the event the Requesting Entity discontinues, suspends or substantially curtails its provision of the 311 Service in the Service Area; (vii) immediately by Verizon Wireless in the event the Requesting Entity, or any agents used by it to provide the 311 Service, inappropriately discloses or abuses individually identifiable information about Verizon Wireless customers; or (viii) immediately by either Party in the event this Agreement, or any provision(s) contained herein, is found to violate any existing or future law, rules regulations, or orders of courts or governmental authorities of competent jurisdiction, as set forth in Section 18.

Termination shall be effective upon written notice of such termination, taking into account any required cure periods, by the terminating Party to the other Party; provided, however, that neither termination nor expiration of this Agreement shall relieve either Party of liabilities previously accrued under this Agreement. The liabilities that will survive expiration or termination will include: (i) all accrued payment obligations as set forth in this Agreement; and (ii) the rights and obligations of the Parties with regards to Sections 3, 5, 6, 7, 8, 10, 11, 15, 17 and 19.

5. Limitation of Liability: In no event shall Verizon Wireless be liable to the Requesting Entity, its employees, agents or any third party, for any indirect, incidental, consequential, special or exemplary damages, whether in an action of contract, negligence, strict liability or other tortious action, arising out of this Agreement. Both Parties recognize that this Agreement reflects a reasonable allocation of risks and that such allocation is a significant inducement for Verizon Wireless to provide the services described in this Agreement to the Requesting Entity.

6. Indemnification: The Requesting Entity shall defend, indemnify and save harmless Verizon Wireless and its directors, officers, employees and agents from any and all claims or demands whatsoever, including the costs, expenses and reasonable attorney's fees, incurred for any breach of the Requesting Entity's obligations under this Agreement or by any act or omission of the Requesting Entity in providing the 311 Service.

7. DISCLAIMER OF WARRANTIES: THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS A CONTRACT FOR THE PROVISION OF SERVICES AND THAT ANY GOODS PROVIDED HEREUNDER ARE ANCILLARY TO THE PROVISION OF THE REQUESTED SERVICES. ALL GOODS ARE PROVIDED "AS IS". FURTHER, THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO ANY GOODS OR SERVICES PROVIDED HEREUNDER. ADDITIONALLY, VERIZON WIRELESS EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL WARRANTIES, GUARANTEES OR REPRESENTATIONS WHATSOEVER, EXPRESS OR IMPLIED, ORAL, WRITTEN OR OTHERWISE, RELATED TO ANY EQUIPMENT, FACILITIES, FEATURES, REPAIR, MAINTENANCE AND TO ANY AND ALL GOODS AND SERVICES PROVIDED OR TO BE PROVIDED PURSUANT TO THIS AGREEMENT.

8. No Third Party Beneficiary Relationship or Liability Created: Verizon Wireless offers the services described in this Agreement solely as an aid in the Requesting Entity's provision of non-emergency public safety services pursuant to the FCC Order. Verizon Wireless' provision of the services described in this Agreement does not create any relationship or obligation, direct or indirect, to any person or entity other than the Requesting Entity.

9. Delay/Force Majeure: Verizon Wireless shall provide the services described in this Agreement pursuant to applicable law, rules and regulations, and any mutually agreed to implementation plan, but Verizon Wireless shall not be liable for any delays resulting from acts of God, acts of third parties, equipment failures, strikes, severe weather conditions, fires, riots, wars, earthquakes, equipment or facility shortages or any other causes beyond its reasonable control. The Parties further acknowledge that successful and timely provision of the 311 Service is contingent upon the timely performance of actions by and cooperation of many third parties, including, but limited to, actions that must be completed by the provider of the transmission links between Verizon Wireless and the Requesting Entity or between Verizon Wireless and any agents used by the Requesting Entity.

10. Assignment: The Requesting Entity may not assign any of its rights, nor delegate any of its obligations, under this Agreement without the prior written consent of Verizon Wireless. Verizon Wireless, however, may assign this Agreement to any third party without the consent of the Requesting Entity. All the terms and conditions of this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective permitted successors and assigns.

11. Dispute Resolution: In the event of a dispute between Verizon Wireless and the Requesting Entity, the Parties agree to attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement in accordance with the Wireless Industry Arbitration Rules. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§1-16, and judgment for the award may be entered by any court having jurisdiction thereof. The place of arbitration shall be City of Picayune, Mississippi. The arbitrator shall not be empowered to award damages in excess of actual damages, including, but not limited to, punitive damages.

If applicable law prevents arbitration of disputes between the Parties, the Parties' respective project managers shall attempt in good faith to reach an agreement about the nature of the deficiency and the corrective action to be taken. If the project managers are unable to reach agreement, each of them shall produce a detailed report about the nature of the dispute for his or her appropriate management and senior level personnel who shall attempt to reach an agreement within 30 days of receipt of the report. If after 30 days the representatives of the Parties cannot agree upon a written plan of corrective action, or if the agreed-upon completion dates in the plan are exceeded, or if for any reason the provisions of this Agreement requiring arbitration are declared unenforceable, void or voidable, or if any action or judicial proceeding is permitted other than as contemplated by these provisions, each Party waives any right it may have to trial by jury and consents to the bringing of such action in a court with appropriate subject matter jurisdiction. Notwithstanding the foregoing, Verizon Wireless may seek injunctive relief from any court having jurisdiction for suspected breach of Section 3.

12. Independent Contractor: Verizon Wireless' relationship with the Requesting Entity under this Agreement is that of an independent contractor.

13. Responsibilities of Verizon Wireless: Verizon Wireless shall:

- Make good faith efforts, based on the location of its MTSO to translate 311 calls in the Service Area to the number provided by the Requesting Entity.
- Make good faith efforts to implement the services described in this Agreement within six (6) months of the Effective Date.

14. Responsibilities of the Requesting Entity: The Requesting Entity shall:

- Establish and maintain a telephone number for the entire Service Area, and provide that number to Verizon Wireless, so as to enable Verizon Wireless to translate 311 calls within the Service Area to the Requesting Entity's designated call center. The Requesting Entity will be responsible for all costs associated with the establishment, operation and maintenance of such telephone number and call center. The Requesting Entity also will be responsible for ensuring that, even during peak calling periods and times of increasing call volumes, sufficient capacity is available in connection with such telephone number to enable 311 calls to be answered by the Requesting Entity's call center within a reasonable period of time.
- Have sole responsibility for obtaining approvals, authorization and consent from entities and/or jurisdictions affected by the request made by the Requesting Entity
- Have sole responsibility to answer, respond to, transfer, redirect, terminate or otherwise handle 311 calls made by Verizon Wireless customers in the Service Area and translated by Verizon Wireless to the number provided to Verizon Wireless by the Requesting Entity.
- Promptly furnish Verizon Wireless, at the Requesting Entity's expense, all technical material, data and like information reasonably requested by Verizon Wireless under this Agreement as necessary to provide the services described in this Agreement.
- Provide Verizon Wireless with prompt access to the Requesting Entity's premises if reasonably requested by Verizon Wireless as necessary to provide the services described in this Agreement.
- Cooperate with Verizon Wireless and all necessary third parties in all aspects of implementing, scheduling, testing, verifying, operating and maintaining the 311 Service.
- Develop and provide to Verizon Wireless, processes for receiving and responding to inquiries, complaints and requests for information from Verizon Wireless customers about the 311 Service. The Requesting Entity will provide Verizon Wireless with a telephone number that can be provided by it to customers with questions, concerns or other issues about the 311 Service.

15. Acknowledgements: The Parties acknowledge that:

- The terms and conditions set forth in this Agreement are for the Parties' mutual benefit and should encourage the efficient and cooperative deployment of the 311 Service.
- The Requesting Entity has no ownership rights in, or to the use of, the 311 abbreviated dialing code. Verizon Wireless also may, at any time and in its sole discretion, discontinue use of the abbreviated dialing code in connection with the 311 Service, and terminate this Agreement, without liability as set forth in Section 4.
- Verizon Wireless customers who make 311 calls using their wireless handsets in the Service Area will be charged by Verizon Wireless in accordance to the calling plans applicable to each such customer at the time of the calls. These charges are subject to change at any time, in the sole discretion of Verizon Wireless, in accordance with the agreements in place between Verizon Wireless and the customers.
- The relationship between Verizon Wireless and the Requesting Entity created by this Agreement is not exclusive.

16. Amendment/Modification: Any provision of this Agreement may be amended upon mutual agreement of the Parties, executed in writing, and the observance of any provision may be waived only in writing signed by a duly authorized representative of the Parties. Verizon Wireless may also modify this Agreement upon 30 days written notice to the Requesting Entity: (i) if there is a change in applicable law, rules or regulations or the FCC Order; or (ii) if Verizon Wireless should sell or otherwise dispose of all or part of its wireless service licenses for the provision of wireless service in any portion of the Service Area.

17. Governing Law: The laws of the state where the Requesting Entity is based shall govern this Agreement except as otherwise provided for herein, except for matters within the exclusive jurisdiction of the FCC or federal law, rules or regulations.

18. Severability: If any provision(s) of this Agreement is determined to be invalid or contrary to any existing or future law, rules or regulations in any jurisdiction, or any order of a court of competent jurisdiction or other governmental authority of competent jurisdiction, such invalidity shall not impair the operation of any other provision(s) in this Agreement or affect the operation of that provision(s) in any other jurisdiction. To the extent a provision(s) cannot be severed from this Agreement without substantially diminishing the economic value of this Agreement to a Party, that Party may terminate this Agreement consistent with Section 4.

19. Headings: The headings and captions of this Agreement are inserted for convenience and identification only and are in no way intended to define, limit or expand the scope and intent of this Agreement. Where the context so requires, the singular shall include the plural. The references in this Agreement to "Section" or "section" are to sections of this Agreement unless the context clearly requires otherwise.

20. Notices: All notices required by this Agreement must be in writing and delivered via United States mail, postage prepaid, courier or facsimile with confirmation receipt to the persons and addresses set forth beneath the signature blocks. Notices will be deemed effective upon receipt.

21. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the 311 Service.

SIGNATURES:

By signing below, each represents that he/she is authorized to commit their organization to the Service set forth in this Agreement.

CITY OF PICAYUNE, MISSISSIPPI
Signature:

Cellco Partnership d/b/a Verizon Wireless
Signature:

Printed Name: Dr. Edward Pinero

Printed Name: Steven R. Smith

Title: Mayor of Picayune

Title: President, South Central

Date:

Date:

VERIZON WIRELESS:

Name: Robin Huffman
Address: 777 Yamato Road, Suite 600
City: Boca Raton_
Phone Number: 561-302-5529

CONTACT INFORMATION (24x7x365)

State: FL ZIP: 33487
Email: Robin.Huffman@VerizonWireless.com

REQUESTING ENTITY:

Name: Thomas Dyle
Address: _ 815 North Beech Street
City: Picayune
Phone Number: 601-798-9778

CONTACT INFORMATION (24x7x365)

State: MS ZIP: 39466
Email: tdyle@picayune.ms.us

Service Area requested: CITY OF PICAYUNE, MISSISSIPPI

EXHIBIT A –TELEPHONE NUMBER AND SERVICE AREA

TRANSLATION Telephone Number: (601) 799 - 0600

Service Area (by County) City of Picayune

Please Note: These counties are not depictions of actual wireless service availability or wireless coverage. The Service Area contains areas with no service. The XXX Service is subject to network and transmission limitations, including cell site unavailability, particularly in remote areas. Customer equipment, weather, topography and other environmental considerations associated with radio technology also will affect the XXX Service. Voice clarity and reception may vary near coverage boundaries. Additionally, voice clarity and reception may vary significantly within buildings depending on location or building structure.

311 Service Level Agreement

COOPERATIVE AGREEMENT
BETWEEN
CITY OF PICAYUNE, MISSISSIPPI AND
T-MOBILE CENTRAL LLC, D/B/A T-MOBILE

This Cooperative Agreement dated April 4, 2011, shall constitute the terms and conditions under which **T-Mobile South LLC and Powertel/Memphis, Inc., d/b/a T-Mobile, (collectively, "T-Mobile")**, a Delaware corporation, having its principal place of business at 12920 SE 38th Street, Bellevue, WA 98006, shall provide 311 dialing service to **City of Picayune, Mississippi** (the "Requesting Entity").

This Cooperative Agreement governs the relationship between the Requesting Entity and T-Mobile regarding 311 dialing service (the "Agreement"). The following shall constitute the terms and conditions of this Agreement:

Terms and Conditions

1. General Information.

- a. **311 Service Description.** 311 service is a three digit dialing arrangement available in specified areas for delivery of City of Picayune, Mississippi non-emergency police and other government agency information and assistance via voice grade facilities.
- b. **Certification of Requesting Entity.** The Requesting Entity certifies that it provides access to City of Picayune, Mississippi non-emergency police and other government agency information and assistance via voice grade facilities within the areas defined by the City of Picayune, Mississippi, that it has received any requisite state approval to designated 311 dialing service, and thus is qualified to request the use of 311 Service.

2. Requesting Entity's Obligations.

- a. **Provision of Termination Number.** The Requesting Entity will provide, where technically feasible, T-Mobile with a single local number to which all 311 calls should be translated (601-799-0600). The Requesting Entity certifies that the Termination Number will allow callers from within the City of Picayune, Mississippi boundaries to complete calls on a local basis. If the Requesting Entity fails to provide T-Mobile with the Termination Number within 60 days from the date of this Agreement, T-Mobile's offer to provide 311 service to the Requesting Party shall be deemed withdrawn and the terms and conditions of the Agreement shall be null and void.

- b. **Change of Termination Number(s).** The Requesting Entity may change the Termination Number(s), provided, however, that it must give T-Mobile at least 30 days notice of the change of such number(s) so that T-Mobile can make the necessary changes in its network to ensure proper routing. The Requesting Entity must also give T-Mobile 30 days notice of a change in the carrier's providing the Local Termination Number, as this will affect our routing.
- c. **Provision of the City of Picayune, Mississippi Non-emergency Police and Other Government Agency Information and Assistance.** No later than 6 months from the date of request (or upon another mutually agreed upon date) the Requesting Entity shall provide City of Picayune, Mississippi non-emergency police and other government agency information and assistance to customers who dial 311. The Requesting Entity agrees to have procured sufficient telecommunications facilities and services and to have adequate staffing levels and hours of service to handle its expected volume of calls.
- d. **Testing.** The Requesting Entity shall participate fully in all testing deemed necessary or appropriate by T-Mobile for implementation of 311 service.

3. **T-Mobile's Obligations.**

- a. **Implementation.** T-Mobile will translate 311 to the Termination Number(s) and will use its best efforts to route 311 calls it receives from its subscribers and others using the T-Mobile network in City of Picayune, Mississippi within the designated boundaries to those numbers. Normal airtime charges apply to T-Mobile customers.
- b. **Timing of Implementation.** T-Mobile will provision the Requesting Entity's order within a reasonable time to be mutually agreed upon by the parties, no sooner than six weeks nor later than six months after receiving a request.
- c. **Availability.** T-Mobile will use its best efforts to make the 311 dialing code (as translated to the Termination Number(s)) available to its subscribers in areas of City of Picayune, Mississippi within the designated boundaries where T-Mobile owns facilities and provides its wireless mobility services. In those cases where T-Mobile's service area extends beyond the designated boundaries, T-Mobile will use its best efforts to correlate its 311 translations within those boundaries. However due to the nature of the radio-based service it provides, exact correlation is not possible. Access to the 311 dialing code may be available in locations in City of Picayune, Mississippi outside of T-Mobile's service area. T-Mobile shall have no obligation to make the 311 dialing code available to any person or entity within the City of Picayune, Mississippi and designated boundaries but outside T-Mobile's service area or to non-T-Mobile subscribers.

4. **General Provisions.**

- a. **Term.** Subject to section 4.b., the term of this Agreement shall commence on the date of execution of the Agreement by the parties and shall continue for a period of one (1) year. After the conclusion of the one-year term, the Agreement will continue until terminated by either party with thirty (30) days advance written notice.
- b. **Termination.** The Requesting Entity acknowledges that a final decision has not been reached by the FCC as to whether commercial mobile radio service ("CMRS") providers such as T-Mobile are required to provide 311 service. Motions for Reconsideration are currently pending in CC Docket No. 92-105 regarding CMRS carrier participation in certain abbreviated dialing services. Accordingly, T-Mobile may elect to terminate this Agreement upon 60 days notice to the Requesting Entity, if the FCC determines by a final and non-appealable order that (i) CMRS carriers, such as T-Mobile, are not required to provide 311 service; or (ii) the 311 dialing code should no longer be assigned to non emergency police and other governmental agency information and assistance. Either party may terminate this Agreement upon 60 days notice in the event of any emergency or other event outside the reasonable control of the party that impairs or prevents the part from performing its obligations herein. Either party may terminate this Agreement in whole or in part in the event of a default by the other party; provided however, that the non-defaulting party notifies the defaulting party in writing of the alleged default and that the defaulting party does not cure the alleged default within 60 days of receipt of written notice thereof. Default is defined to include (i) a party's insolvency or the initiation of bankruptcy or receivership proceeding by or against the party; or (ii) a party's refusal or failure in any material respect property to perform its material obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.
- c. **Transfer.** The Requesting Entity may not sell or otherwise transfer the 311 number (or the provision of the City of Picayune, Mississippi non-emergency police and other governmental agency information and assistance) to any person or entity not affiliated with the Requesting Entity.

- d. **Limitation of Liability.** In no event shall T-Mobile be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Requesting Entity, its employees, or agents, in connection with the service requested by the Requesting Entity. T-Mobile shall not be responsible to the Requesting Entity for calls that cannot be completed as a result of repair or maintenance difficulties on T-Mobile facilities and equipment nor on equipment owned or leased by the Requesting Entity. Except as otherwise provided in this Agreement, each party agrees that the other party shall in no event be liable for, and each party expressly waives its right to claim, any indirect, special, collateral, exemplary, incidental or consequential damages (including, but not limited to, lost profits) directly or indirectly arising out of or in connection with performance or nonperformance of the services to be provided under this Agreement. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER T-MOBILE NOR THE REQUESTING ENTITY ASSUMES ANY LIABILITY FOR ANY ACT OR OMISSION OF THE OTHER, BY VIRTUE OF ENTERING INTO THIS AGREEMENT.
- e. **Disclaimer of Warranties.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NO PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR ANY SERVICE (OR GOOD) PROVIDED UNDER THIS AGREEMENT. T-MOBILE PROVIDES A SERVICE UNDER THIS AGREEMENT AND NOT "GOODS" AS DEFINED IN THE UNIFORM COMMERCIAL CODE.
- f. **Disclaimer of Warranties.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NO PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR ANY SERVICE (OR GOOD) PROVIDED UNDER THIS AGREEMENT. T-MOBILE PROVIDES A SERVICE UNDER THIS AGREEMENT AND NOT "GOODS" AS DEFINED IN THE UNIFORM COMMERCIAL CODE.

- g. **Contact Information.** All contacts regarding this Agreement shall be provided to T-Mobile in writing (by fax or overnight courier), as follows:

T-Mobile USA, Inc.
1137 Lavender Drive
Brentwood, CA 94513
Attn: 311 Coordinator, Paula Jordan
Fax: 925-634-8097

In WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Cooperative Agreement and to affix their respective corporate seals, all on the date and year first above written.

ATTEST: CITY OF PICAYUNE, MISSISSIPPI

Witness

By: _____
Dr. Edward Pinero
Mayor

ATTEST: T-MOBILE SOUTH, LLC AND
POWERTEL/MEMPHIS, INC

Name
Title

By: _____
Bentley Alexander
Vice President Engineering
T-Mobile

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ADD ROSA STREET TO MDOT FEDERAL AIDE URBAN SYSTEM

Motion was made by Council Member Watkins, seconded by Council Member Bumpers to add Rosa Street to MDOT Federal Aide Urban System.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE PAYMENT REQUEST #1 TO INSITUFORM TECHNOLOGIES ON THE EPA PROJECT XP-97477403-3

Motion was made by Council Member Lane, seconded by Council Member Watkins to authorize Payment Request #1 to Insituform Technologies, Inc. in the amount of \$133,462.94 on the EPA Project No. XP-97477403-3.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE PAYMENT REQUEST #2 TO INSITUFORM TECHNOLOGIES, INC. ON THE EPA PROJECT XP-9477403-3

Motion was made by Council Member Gouguet, seconded by Council Member Lane to authorize Payment Request #2 to Insituform Technologies, Inc. in the amount of \$29,133.00 on the EPA Project No. XP-97477403-3.



**Insituform
Technologies, Inc.**

INVOICE

PLEASE MAIL REMITTANCE WITH COPY TO:

Hammond, Louisiana (985) 345-4474
(800) 256-4474

P.O. Box 674060
Dallas, Texas 75267-4060

LOCATION OF WORK	DATE	OUR JOB NO	YOUR ORDER NO
Picayune, MS	07/31/11	111068	Sewer Rehabilitation Project EPA Project No. XP-97477403-3
			INVOICE NUMBER 91774

Sold To			
Name	City of Picayune		
	Hartman Engineering, Inc.		
Address	815 N. Beech Street		
City	Picayune	State	MS ZIP 39466
CUSTOMER NUMBER	2310942		

This is your INVOICE

TERMS: NET 30 DAYS
NO STATEMENT WILL BE ISSUED

WE INVOICE YOU FOR THE FOLLOWING WORK PERFORMED:

BID ITEM	DESCRIPTION	QUANTITY	UM	UNIT PRICE	AMOUNT
1	Mobilization/Demobilization	0.50	LS	25000.00	12,500.00
3	Traffic Regulation	1.00	LS	9550.00	9,550.00
5A	Sewer Service Connection Fittings	12.00	EA	105.00	1,260.00
19	Point Repair- 8", 10'-14' Deep	34.00	LF	140.00	4,760.00
25	Replace Frame & Cover up to 8" Vertical Adjustment	5.00	EA	860.00	4,300.00

NET TOTAL DUE	32,370.00
10% RETENTION	3,237.00
NET AMOUNT DUE	29,133.00

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE PAYMENT OF INVOICE #21-019-04-28 TO HARTMAN ENGINEERING, INC. ON THE EPA PROJECT XP-9477403-3

Motion was made by Council Member Lane, seconded by Council Member Gouguet to authorize payment of Invoice #21-019-04-28 to Hartman Engineering, Inc. in the amount of \$23,199.29 on the EPA Project No. XP-97477403-3.

Hartman Engineering, Inc.

Consulting Engineers

*Rec'd
8/17/11*

August 5, 2011

Ms. Priscilla C. Daniel
City of Picayune
Planning & Development
815 North Beach Street
Picayune, MS 39466

SUBJECT: City of Picayune Water and Wastewater Infrastructure Improvements
(EPA SPAP Grant)
Professional Services From July 1, 2011 thru July 31, 2011
EPA Project XP-97477403-3
HEI Invoice No. 21-019-04-28

Dear Ms. Daniel:

Enclosed please find our Invoice No. 21-019-04-28 in the amount of \$ 23,199.29 for the above referenced services. When remitting payment to this office, Please refer to our invoice number.

Please remit to: Hartman Engineering, Inc.
527 W. Esplanade Ave., Suite 300
Kenner, LA 70065

If you have any questions, please feel free to contact our office.

Sincerely,
HARTMAN ENGINEERING, INC.

BK Sneed
B.K. Sneed
C.E.O. *RAM*

405-675-75801

BKS/ac
cc: Ms. Rhonda Martin, City of Picayune
Enclosures

Hartman Engineering, Inc.

City of Picayune Water and Wastewater Infrastructure Improvements
 (EPA SPAP Grant)
 Professional Services From July 1, 2011 thru July 31, 2011
 EPA Project XP-97477403-3
 HEI Invoice No. 21-019-04-28

Page 1 of 3 HEI Contract (March 29, 2004)		Estimated Fee	% Complete	Fee To Date	Less Previous	Fee This Invoice
Task 1:						
Facility Plan and EID Preparation (NTE)	\$ 259,000.00	99.42%	\$ 257,487.59	\$ 257,487.59	\$ -	
Task 2:						
Collection Temporary Rainfall & Flow Data (NTE)	\$ 100,000.00	100.00%	\$ 99,997.09	\$ 99,997.09	\$ -	
TOTAL	\$ 359,000.00	99.58%	\$ 357,484.68	\$ 357,484.68	\$ -	
TOTAL THIS PAGE DUE THIS INVOICE					\$	-

Handwritten mark

City of Picayune Water and Wastewater Infrastructure Improvements
(EPA SPAP Grant)
Professional Services From July 1, 2011 thru July 31, 2011
EPA Project XP-97477403-3
HEI Invoice No. 21-019-04-28

Page 2 of 3 HEI Contract Amendment No.2 (March 2, 2010)	Contract Fee	%	Fee To Date	Less Previous	Fee This Invoice
		Complete			
Task 3 Sewer System - Problem Area SSES - Phase 30					
3.1 PA SSES - Engineering Services (LS)	\$ 104,775.00	100.00%	\$ 104,775.00	\$104,775.00	\$ -
3.2 PA SSES - Engineering	\$ 45,000.00	0.00%	\$ -	\$ -	\$ -
3.3 PA SSES - Construction & Admin. Svc.	\$ 50,600.00	100.00%	\$ 50,600.00	\$50,600.00	\$ -
3.4 PA SSES - Resident Inspection	\$ 75,000.00	81.88%	\$ 55,269.00	\$ 55,269.00	\$ -
Subtotal Task 3	\$ 275,375.00	76.49%	\$ 210,644.00	\$ 210,644.00	\$ -
Task 6 Engineering and Design - Collection System Upgrades - Phase 40 & Problem Area Sewer Rehabilitation - Phase 50					
6.1 CSU - Engineering Services (LS)	\$ 95,587.00	100.00%	\$ 95,587.00	\$ 86,028.30	\$ 9,558.70
6.2 CSU - Supplemental Services (See Attached)	\$ 16,000.00	75.94%	\$ 12,150.40	\$ 12,150.40	\$ -
6.3 PAR - Engineering Services (LS)	\$ 86,063.00	100.00%	\$ 86,063.00	\$ 86,063.00	\$ -
6.4 PAR - Supplemental Services (See Attached)	\$ 15,650.00	33.27%	\$ 5,206.76	\$ 5,206.76	\$ -
Subtotal Task 6	\$ 213,300.00	93.30%	\$ 199,007.16	\$ 189,448.46	\$ 9,558.70
Task 7 Construction Services and Resident Inspection - Phase 40 & 50					
7.1 CSU - Construction & Admin Svc (LS)	\$ 55,794.00	80.00%	\$ 44,635.20	\$ 44,635.20	\$ -
7.2 CSU - Resident Inspection (Hourly)	\$ 75,000.00	33.484%	\$ 23,382.00	\$ 23,382.00	\$ -
7.3 PAR - Construction & Admin Svc (LS)	\$ 61,563.00	14.40%	\$ 8,865.07	\$ 4,863.48	\$ 4,001.59
7.4 PAR - Resident Inspection (Hourly)	\$ 75,000.00	17.928%	\$ 13,446.00	\$ 3,807.00	\$ 9,639.00
Subtotal Task 7	\$ 267,357.00	33.79%	\$ 90,328.27	\$ 76,687.68	\$ 13,640.59
TOTAL	\$ 756,032.00 *	66.13%	\$ 499,979.43	\$ 476,780.14	\$ 23,199.29
TOTAL THIS PAGE DUE THIS INVOICE					\$ 23,199.29

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City of Picayune Water and Wastewater Infrastructure Improvements
 (EPA SPAP Grant)
 Professional Services From July 1, 2011 thru July 31, 2011
 EPA Project XP-97477403-3
 HEI Invoice No. 21-019-04-28

	Contract Fee	% Complete	Fee To Date	Less Previous	Fee This Invoice
Page 3 of 3					
Task 1 Facility Plan and EID Preparation	\$ 259,000.00	99.42%	\$ 257,487.59	\$ 257,487.59	\$ -
Task 2 Collection Temporary Rainfall & Flow Data	\$ 100,000.00	100.00%	\$ 99,997.09	\$ 99,997.09	\$ -
Task 3 Sewer System - Problem Area SSES - Phase 30 *	\$ 275,375.00	76.49%	\$ 210,644.00	\$ 210,644.00	\$ -
Task 6 Engineering and Design - Collection System Upgrades - Phase 40 & Problem Area Sewer Rehabilitation - Phase 50	\$ 213,300.00	93.30%	\$ 199,007.16	\$ 189,448.46	\$ 9,558.70
Task 7 Construction Services and Resident Inspection - Phase 40 & Phase 50	\$ 267,357.00	33.79%	\$ 90,328.27	\$ 76,687.68	\$ 13,640.59
Total Project	\$ 1,115,032.00	76.90%	\$ 857,464.11	\$ 834,264.82	\$ 23,199.29
<u>TOTAL THIS DUE THIS INVOICE</u>					<u>\$ 23,199.29</u>

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE PAYMENT OF REQUEST #10 TO HUEY STOCKSTILL, INC ON THE 2010 CITY WIDE PAVING PROJECT

Motion was made by Council Member Lane, seconded by Council Member Watkins to authorize payment of Request #10 to Huey Stockstill, Inc in the amount of \$463,653.00 on the 2010 City Wide Paving Project.

Page 1

Application and Certificate For Payment To Owner: CITY OF PICAYUNE 815 N BEECH ST PICAYUNE, MS 39466 From (Contractor): HUEY STOCKSTILL INC P. O. BOX 758 130 HUEY STOCKSTILL ROAD PICAYUNE, MS 39466 Phone: 601-798-2981	Project: 2010 CITY OVERLAY PROJECT PICAYUNE, MS Contractor Job Number: 10097 Via (Architect): Contract For:	Application No: 10 Date: 08/15/2011 Period To: 08/15/11 Architect's Project No: Contract Date:
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Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner		
Change orders approved this month		
Totals		
Net change by change orders		

Original contract sum	6,358,885.45
Net change by change orders	0.00
Contract sum to date	6,358,885.45
Total completed and stored to date	3,081,520.57
Retainage	
5.0% of completed work	154,076.03
0.0% of stored material	0.00
Total retainage	154,076.03
Total earned less retainage	2,927,444.54
Less previous certificates of payment	2,463,791.54
Current sales tax	
0.000% of taxable amount	0.00
APPLY 3.5% TAX TO GROSS RECPTS	
Current sales tax	0.00
Current payment due	463,653.00
Balance to finish, including retainage	3,431,440.91

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.

Contractor: *Huey Stockstill* Date: 8-16-11
 By: *Huey Stockstill* County of: *Waltham*
 State of: *MISSISSIPPI* day of *August*
 2011 (year). Notary public: *Huey Stockstill*
 My commission expires _____ ID # 68658

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.

Amount Certified: \$ 463,653.00

Architect: *BRH* Date: 8-22-11
 By: *BRH* Date: 8-22-11
 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.

The following roll call was made:

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

VOTING NAY: None

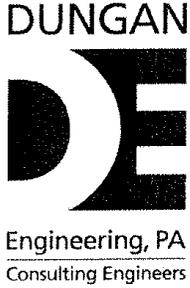
ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE PAYMENT OF INVOICE #2 TO DUNGAN ENGINEERING ON THE ELEVATED WATER TANK IMPROVEMENTS

Motion was made by Council Member Lane, seconded by Council Member Breland to authorize payment of Invoice #2 to Dungan Engineering in the amount of \$10,185.00 on the 2010 Elevated Water Tank Improvements.



August 05, 2011
Project No: 1700C048
Invoice No: 2

City of Picayune
815 North Beech Street
Picayune, MS 39466

2010 Elevated Water Tank Improvements

Professional Services for the Period: June 25, 2011 to July 22, 2011

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Design Phase Engineering	19,400.00	100.00	19,400.00	19,400.00	0.00
Construction Phase Engineering	29,100.00	35.00	10,185.00	0.00	10,185.00
Total Fee	48,500.00		29,585.00	19,400.00	10,185.00
Total Fee					10,185.00
Total Project Invoice Amount					\$10,185.00

BDW
Fall-11

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

D

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE PAYMENT OF INVOICE #2 TO DUNGAN ENGINEERING ON THE WATER AND GAS METER REPLACEMENT PROJECT

Motion was made by Council Member Lane, seconded by Council Member Gouguet to authorize payment of Invoice #2 to Dungan Engineering in the amount of \$10,500.00 on the Water and Gas Meter Replacement Project.



Engineering, PA
Consulting Engineers

August 05, 2011
Project No: 1700C057
Invoice No: 2

City of Picayune
815 North Beech Street
Picayune, MS 39466

Water and Gas Meter Replacement Project

Professional Services for the Period: June 25, 2011 to July 22, 2011

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Design Phase Engineering	27,000.00	100.00	27,000.00	27,000.00	0.00
Construction Phase Engineering	105,000.00	10.00	10,500.00	0.00	10,500.00
Total Fee	132,000.00		37,500.00	27,000.00	10,500.00
	Total Fee				10,500.00
			Total Project Invoice Amount		\$10,500.00

BRW
8-11-11

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

X

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE PAYMENT OF INVOICE #17 TO DUNGAN ENGINEERING FOR ENGINEERING SERVICES FOR THE CITY OF PICAYUNE

Motion was made by Council Member Breland, seconded by Council Member Lane to authorize payment of Invoice #17 to Dungan Engineering in the amount of \$750.00 for Engineering Services for the City of Picayune.



August 05, 2011
Project No: 1700G045
Invoice No: 17

City of Picayune
815 North Beech Street
Picayune, MS 39466

City of Picayune - General

Professional Services for the Period: June 25, 2011 to July 22, 2011

Unit Billing

Monthly Retainer	750.00	
Total Units	750.00	750.00
	Total Project Invoice Amount	\$750.00

RPW
8-11-11

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

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The following roll call was made:

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

VOTING NAY: Council Member Watkins

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE TRAVEL AND EXPENSES FOR TOMMY DYLE TO ATTEND A GRANT WRITING CLASS IN DAYTONA FL

Motion was made by Council Member Lane, seconded by Council Member Breland to authorize travel and expenses for Tommy Dyle to attend a grant writing class in Daytona, Florida, September 22 and 23, 2011.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE PAYMENT TO MS POWER FOR INSTALLATION OF SEVEN DECORATIVE LAMPS AND POLES AT TRAIN DEPOT

Motion was made by Council Member Lane, seconded by Council Member Watkins to authorize payment to MS Power Co. \$3,595.20 for the installation of seven decorative acorn 150 white hps and seven 18' aggregate poles at Train Depot.

114 Elizabeth Street
Picayune, Mississippi 39466-4402
Tel 601.798.3435



To: City of Picayune
From: Mississippi Power Company
Re: Lights at Railroad Depot

The total cost to install seven decorative acorn 150 white hps and seven 18' aggregate poles will be \$3,595.20. This amount will be required upfront. The monthly bill will be approximately \$ 227.58. If you have any questions please contact us.

Thanks

Buth Heath
Mississippi Power Company
Engineering Department
Hattiesburg, MS

110-043-600.01

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE PAYMENT TO PREWETT ENTERPRISES, INC. ON THE CDBG RAIL SPUR PROJECT

Motion was made by Council Member Lane, seconded by Council Member Gouguet to authorize payment to Prewett Enterprises, Inc. on the CDBG Project No. R-103-297-01 KED Rail Spur in the amount of \$67,329.90.

08/31/2011 WED 11:19 FAX 6019320237 Sample, Hicks & Associates

002/009

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

CDBG REQUISITION FORM

REQUISITION NUMBER: 12 CDBG PROJECT NUMBER: R-103-297-01-KED
DATE: September 6, 2011 CDBG BANK ACCOUNTS NO: _____

PAYABLE TO:	AMOUNT:
Prewett Enterprises, Inc. DBA B & P Enterprises	\$67,329.90 (CDBG)

APPROVED:

BY: _____
Mayor

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PREWITT ENTERPRISES, INC. - dba E & P ENTERPRISES
 P.O. BOX 388 • SOUTHAVEN, MS 38671 • TEL (662) 781-2780 • FAX (662) 781-2887

DUNGAN ENGINEERING
 925 GOODYEAR BLVD.
 PICAYUNE, MS 39466

Invoice Number:	25217
Job Number:	J1088
Invoice Date:	08/30/11

Project	Project Number	Terms
KATRINA CDBG PROJECT	#R-103-297-01-KED	Payment Due Upon Receipt
Description:		Amount
Furnished labor, equipment and supplies to work on Industrial Park Rail Spur in Picayune, Mississippi		
August 19, 2011		
Item 3	Removal of Concrete Pavement	\$2,280.00
Item 6	12" Corrugated Polyethylene Pipe	\$1,250.00
Item 11	6" "ADS" Drain Pipe w/Drain Guard	\$4,980.00
Item 12	2' X 2' Precast Junction Box (Type SS-3)	\$3,200.00
Item 15	Rail, Ties, Ballast & Appurtenances	\$12,996.00
Item 22	Temporary Erosion Control Checks (Hay Bales)	\$135.00
Change Order Items:		
Item 1A	Additional Mobilization	\$8,500.00
Item 2A	Cleaning/water removal/mulching	\$7,600.00
Item 3A	Additional Select Backfill	\$38,000.00
Sub Total		\$74,811.00
NFC Number JB 252689 66		
Less Retainage		-\$7,461.10
TOTAL AMOUNT DUE:		\$67,329.90

WE APPRECIATE YOUR BUSINESS!

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR TO EXECUTE CHANGE ORDER #1 FOR THE PICAYUNE INDUSTRIAL PARK RAIL SPUR PROJECT

Motion was made by Council Member Lane, seconded by Council Member Gouquet to authorize Mayor to execute Change Order #1 for the Picayune Industrial Park Rail Spur Project to increase the Contract by \$50,000 to \$215,035.00 and to Revise the Date for Completion from July 5, 2010 to September 25, 2011 contingent upon MDA approval.

08-30-'11 15:29 FROM-Dungan Eng Picayune 601-799-0480 T-515 P0002/0002 F-540

CONTRACT CHANGE ORDER			
OWNER: City of Picayune			
CONTRACTOR: Prewett Enterprises - dba B & P Enterprises			
CHANGE ORDER NUMBER: 1		CONTRACT NUMBER:	
PROJECT NAME: Industrial Park Railroad Spur - Katrina CDBG Project # R-103-297-01-KED			
REASON FOR CHANGE: Issuance of Stop Work order for Norfolk Southern to review changes, remobilization, Re-mucking, Increase in quantity of required select backfill			
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
	Addition of 447 days to contract time for design changes and approval from Norfolk Southern		
*25	Re-Mobilization (Lump Sum)	\$6,500.00	\$6,500.00
*26	Additional clearing, mucking, water removal (Lump Sum)	\$7,500.00	\$7,500.00
*8	Increase required quantity of Select Backfill 800 CY from 135 CY to 935 CY	\$45.00/CY	\$36,000.00
TOTAL CONTRACT CHANGE			\$50,000.00
ORIGINAL CONTRACT AMOUNT:		\$ 165,035.00	
CURRENT CONTRACT AMOUNT:		\$ 165,035.00	
THIS CONTRACT CHANGE:		\$ 50,000.00	
REVISED CONTRACT AMOUNT:		\$ 215,035.00	
CURRENT CONTRACT COMPLETION DATE:		July 5, 2010	
TIME EXTENSION REQUIRED BY CHANGE:		447 Days	
REVISED CONTRACT COMPLETION DATE:		September 25, 2011	
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.			

RECOMMENDED BY: RDW ENGINEER DATE: 8-30-11

ACCEPTED BY: Bum Pina CONTRACTOR DATE: 8-30-11

REVIEWED BY: _____ ADMINISTRATOR DATE: _____

APPROVED BY: _____ OWNER DATE: _____

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE PAYMENT FOR FOUR (4) EMPIRE PIPE & SUPPLY COMPANY'S INVOICES FOR WATER METERS

Motion was made by Council Member Watkins, seconded by Council Member Lane to authorize payment of four (4) Empire Pipe & Supply Company's Invoices dated August 25, 2011 for 4484 AMR Water Meters in the total amount of \$704,486.00.



INVOICE
EMPIRE PIPE & SUPPLY COMPANY

P.O. BOX 101149
BIRMINGHAM, ALABAMA 35210
PHONE (205) 956-1010
WATS 1-800/444-3211

CUSTOMER COPY

REMIT TO
EMPIRE PIPE & SUPPLY COMPANY
P.O. BOX 101149
BIRMINGHAM, ALABAMA 35210

CUSTOMER ORDER NO.	RELEASE NO.	DATE SHIPPED	BRANCH	OUR ORDER	INVOICE DATE	INVOICE NO.	PAGE
BROOKS WALLACE		7/31/11	1	141630	8/25/11	190637	1

CUSTOMER NO.	SLMN	SHIPPED VIA	TERMS	I.D.
23280	11	BEST WAY PREPAID	NET 30	gth

SOLD TO CITY OF PICAYUNE, MS C/O DUNGAN ENGINEERING PA 925 GOODYEAR BLVD PICAYUNE, MS 39466-0000	SHIPPED TO CITY OF PICAYUNE C/O HRL CONTRACTING 311 ACORN LANE 601-347-6255 PICAYUNE, MS ATTN: TRUMAN LEE
--	---

PRODUCT NO.	DESCRIPTION	INV. QTY.	UNIT	PRICE	UNIT	EXTENSION
JOB NAME:	WATER & GAS METER REPLACEMENT					
4100-00000	PICAYUNE MS 5/8 X 3/4 MULTI JET USG 3G DS RADIO READ METER BL05-1MD-AAA-2	204	EA	149.000		30396.00

*Approved
BRW
8-31-11*

Rec'd 8-25-11

A SERVICE CHARGE OF 1 1/2% PER MONTH, WHICH IS AN ANNUAL RATE OF 18% WILL BE ADDED FOR ALL PAST DUE AMOUNTS.

DISCOUNT AMOUNT	IF PAID BY			
.00				
LINE TOTAL	OTHER CHARGE	DELIVERY CHARGE	TAXABLE AMT.	SALES TAX
30,396.00	.00	.00	.00	.00

INVOICE AMOUNT
30,396.00

THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT AS AMENDED AND OF REGULATION AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

RETURN MERCHANDISE OR OTHER CHARGES CONSIST OF FREIGHT FUEL SURCHARGE *****

Placed By : 11



INVOICE
EMPIRE PIPE & SUPPLY COMPANY

P.O. BOX 101149
BIRMINGHAM, ALABAMA 35210
PHONE (205) 956-1010
WATS 1-800/444-3211

CUSTOMER COPY

REMIT TO
EMPIRE PIPE & SUPPLY COMPANY
P.O. BOX 101149
BIRMINGHAM, ALABAMA 35210

CUSTOMER ORDER NO.	RELEASE NO.	DATE SHIPPED	BRANCH	OUR ORDER	INVOICE DATE	INVOICE NO.	PAGE
BROOKS WALLACE		8/09/11	1	141630	8/25/11	190638	1

CUSTOMER NO.	SLMN	SHIPPED VIA	TERMS	I.D.
23280	11	BEST WAY PREPAID	NET 30	gth

SOLD TO CITY OF PICAYUNE, MS C/O DUNGAN ENGINEERING PA 925 GOODYEAR BLVD PICAYUNE, MS 39466-0000	SHIPPED TO CITY OF PICAYUNE C/O HRL CONTRACTING 311 ACORN LANE 601-347-6255 PICAYUNE, MS ATTN: TRUMAN LEE
--	---

PRODUCT NO.	DESCRIPTION	INV. QTY.	UNIT	PRICE	UNIT	EXTENSION
JOB NAME:	WATER & GAS METER REPLACEMENT					
4100-00000	PICAYUNE MS 5/8 X 3/4 MULTI JET USG 3G DS RADIO READ METER BL05-1MD-AAA-2	420	EA	149.000		62580.00

*Approved
RLH
8-31-11*

Rec'd 8-10-11

A SERVICE CHARGE OF 1 1/2% PER MONTH, WHICH IS AN ANNUAL RATE OF 18% WILL BE ADDED FOR ALL PAST DUE AMOUNTS.				DISCOUNT AMOUNT	IF PAID BY
				.00	
LINE TOTAL	OTHER CHARGE	DELIVERY CHARGE	TAXABLE AMT.	SALES TAX	
62,580.00	.00	.00	.00	.00	DS

INVOICE AMOUNT
62,580.00

THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT AS AMENDED AND OF REGULATION AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

RETURN MERCHANDISE OR OTHER CHARGES CONSIST OF FREIGHT FUEL SURCHARGE *****

Placed By : 11

97



INVOICE
EMPIRE PIPE & SUPPLY COMPANY

P.O. BOX 101149
BIRMINGHAM, ALABAMA 35210
PHONE (205) 956-1010
WATS 1-800/444-3211

CUSTOMER COPY

REMIT TO
EMPIRE PIPE & SUPPLY COMPANY
P.O. BOX 101149
BIRMINGHAM, ALABAMA 35210

CUSTOMER ORDER NO.	RELEASE NO.	DATE SHIPPED	BRANCH	OUR ORDER	INVOICE DATE	INVOICE NO.	PAGE
BROOKS WALLACE		8/16/11	1	141630	8/25/11	190639	1
CUSTOMER NO.	SLMN	SHIPPED VIA	TERMS	I.D.			
23280	11	BEST WAY PREPAID	NET 30	gth			

SOLD TO CITY OF PICAYUNE, MS C/O DUNGAN ENGINEERING PA 925 GOODYEAR BLVD PICAYUNE, MS 39466-0000	SHIPPED TO CITY OF PICAYUNE C/O HRL CONTRACTING 311 ACORN LANE 601-347-6255 PICAYUNE, MS ATTN: TRUMAN LEE
--	---

PRODUCT NO.	DESCRIPTION	INV. QTY.	UNIT	PRICE	UNIT	EXTENSION
JOB NAME:	WATER & GAS METER REPLACEMENT PICAYUNE MS					
4100-00000	5/8 X 3/4 MULTI JET USG 3G DS RADIO READ METER BL05-1MD-AAA-2	3440	EA	149.000		512560.00
4100-00000	1" MULTI JET USG 3G DS RADIO READ METER BL09-1MD-AAA-2	48	EA	210.000		10080.00
4100-00000	1 1/2" THD MULTI JET USG 3G DS RADIO READ METER MJ10-1MD-AAA-2	6	EA	395.000		2370.00
4100-00000	2" THD MULTI JET USG 3G DS RADIO READ METER MJ12-1MD-AAA-2	52	EA	460.000		23920.00

*Approved
BLW
8-31-11*

Rec'd 8-18-11

A SERVICE CHARGE OF 1 1/2% PER MONTH, WHICH IS AN ANNUAL RATE OF 18% WILL BE ADDED FOR ALL PAST DUE AMOUNTS.			DISCOUNT AMOUNT	IF PAID BY
			.00	
LINE TOTAL	OTHER CHARGE	DELIVERY CHARGE	TAXABLE AMT.	SALES TAX
548,930.00	.00	.00	.00	.00

DS **INVOICE AMOUNT**
548,930.00

THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT AS AMENDED AND OF REGULATION AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

RETURN MERCHANDISE OR OTHER CHARGES CONDITIONS OF SALE APPLY TO ALL DELIVERIES. FUEL SURCHARGE *****
Placed By : 11

98



INVOICE
EMPIRE PIPE & SUPPLY COMPANY

P.O. BOX 101149
BIRMINGHAM, ALABAMA 35210
PHONE (205) 956-1010
WATS 1-800/444-3211

CUSTOMER COPY

REMIT TO
EMPIRE PIPE & SUPPLY COMPANY
P.O. BOX 101149
BIRMINGHAM, ALABAMA 35210

CUSTOMER ORDER NO.	RELEASE NO.	DATE SHIPPED	BRANCH	OUR ORDER	INVOICE DATE	INVOICE NO.	PAGE
BROOKS WALLACE		8/24/11	1	141630	8/25/11	190640	1
CUSTOMER NO.	SLMN	SHIPPED VIA	TERMS	I.D.			
23280	11	BEST WAY PREPAID	NET 30	gth			

S O L D T O	CITY OF PICAYUNE, MS C/O DUNGAN ENGINEERING PA 925 GOODYEAR BLVD PICAYUNE, MS 39466-0000	S H I P P E D T O	CITY OF PICAYUNE C/O HRL CONTRACTING 311 ACORN LANE 601-347-6255 PICAYUNE, MS ATTN: TRUMAN LEE
----------------------------	---	---	---

PRODUCT NO.	DESCRIPTION	INV. QTY.	UNIT	PRICE	UNIT	EXTENSION
JOB NAME:	WATER & GAS METER REPLACEMENT					
4100-00000	PICAYUNE MS 5/8 X 3/4 MULTI JET USG 3G DS RADIO READ METER BL05-1MD-AAA-2	420	EA	149.000		62580.00

Approved
BRW
8-31-11

Rec'd → 8-29-11

A SERVICE CHARGE OF 1 1/2% PER MONTH, WHICH IS AN ANNUAL RATE OF 18% WILL BE ADDED FOR ALL PAST DUE AMOUNTS.

LINE TOTAL	OTHER CHARGE	DELIVERY CHARGE	DISCOUNT AMOUNT	IF PAID BY	INVOICE AMOUNT
62,580.00	.00	.00	.00		62,580.00
			TAXABLE AMT.	SALES TAX	
			.00	.00	

THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT AS AMENDED AND OF REGULATION AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

RETURN MERCHANDISE OR OTHER CHARGES OWNS SHOWN ON DEBIT THAT FUEL SURCHARGE *****
Placed By : 11

99

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE THE ADOPTION OF 2011-2012 BUDGET

Motion was made by Council Member Lane, seconded by Council Member Gouquet to adopt the 2011-2012 City of Picayune Budget.

REGULAR MEETING SEPTEMBER 6, 2011

CITY OF PICAYUNE PROPOSED BUDGET FOR YEAR ENDING SEPTEMBER 30, 2012										
DESCRIPTION	TOTAL BUDGET	GENERAL FUND	SPECIAL REVENUE FUND	GENERAL PRODUCTS FUND	AMPORT FUND	ENTERPRISE FUNDS	DEBT SERVICE FUND			
REVENUES										
LICENSES & FEES	\$ 695,975	695,975	-	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUES	4,231,911	4,231,911	1,497,258	-	-	-	-	-	-	-
CHARGES FOR SERVICES	4,867,638	4,200	5,000	-	-	4,618,138	-	-	-	-
FINES & FEES	370,300	370,300	-	-	-	-	-	-	-	-
MISC. REVENUES	197,400	6,500	2,800	-	6,000	172,300	-	-	-	-
TRANSFERS	579,602	-	-	-	-	4,200	597,302	-	-	-
INTEREST EARNINGS	48,750	20,200	3,200	1,200	-	2,800	800	-	-	-
LEGISLATION	164,540	-	43,700	-	114,750	-	-	-	-	-
SUB. OF LOANS	20,000	-	-	-	-	20,000	-	-	-	-
PROCEEDS FROM LOANS	1,900,000	-	603,000	-	-	-	-	-	-	-
AMOUNT TO BE RAISED BY ADV. COBEN. TAX	1,486,646	5,070,391	2,198,819	-	1,200	17,750	6,677,318	594,100	-	-
OTHER TAXES	3,073,100	2,837,600	-	-	-	-	972,500	-	-	-
TOTAL REVENUES	17,038,078	7,782,648	2,198,819	1,200	17,150	6,677,318	1,413,200	-	-	-
REVENUES FROM CAPITAL OUTLAY	10,078,402	1,471,715	783,811	4,880,398	314,447	2,834,846	14,710	-	-	-
REVENUES FROM BONDING	-	-	-	-	-	-	-	-	-	-
TOTAL FROM ALL SOURCES	\$ 27,116,480	\$ 9,254,363	\$ 2,982,630	\$ 4,884,598	\$ 638,197	\$ 8,112,164	\$ 1,427,910			
EXPENDITURES										
GENERAL GOVERNMENT										
PERSONNEL	\$ 763,809	763,809	-	-	-	-	-	-	-	-
OTHER SERVICES & CHARGES	42,200	42,200	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	4,811,111	4,811,111	-	-	-	-	-	-	-	-
TOTALS	1,217,120	1,217,120	-	-	-	-	-	-	-	-
MUNICIPAL SAFETY FUND										
PERSONNEL	\$ 2,202,883	2,202,883	-	-	-	-	-	-	-	-
OTHER SERVICES & CHARGES	218,200	218,200	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	17,411	17,411	-	-	-	-	-	-	-	-
TOTALS	2,438,494	2,438,494	-	-	-	-	-	-	-	-
EDUCATION										
PERSONNEL	\$ 1,844,441	1,844,441	-	-	-	-	-	-	-	-
OTHER SERVICES & CHARGES	57,000	57,000	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	2,037,261	2,037,261	-	-	-	-	-	-	-	-
TOTALS	3,938,702	3,938,702	-	-	-	-	-	-	-	-
UTILITIES ADMINISTRATION										
PERSONNEL	\$ 521,488	521,488	-	-	-	-	-	-	-	-
OTHER SERVICES & CHARGES	220,250	220,250	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	160,800	160,800	-	-	-	-	-	-	-	-
TOTALS	902,538	902,538	-	-	-	-	-	-	-	-
DIRECTOR OF PUBLIC WORKS										
PERSONNEL	\$ 124,854	124,854	-	-	-	-	-	-	-	-
OTHER SERVICES & CHARGES	74,800	74,800	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
TOTALS	199,654	199,654	-	-	-	-	-	-	-	-
WATER OPERATIONS										
PERSONNEL	\$ 322,418	322,418	-	-	-	-	-	-	-	-
OTHER SERVICES & CHARGES	153,708	153,708	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	198,000	198,000	-	-	-	-	-	-	-	-
TOTALS	674,126	674,126	-	-	-	-	-	-	-	-
BASE OPERATIONS										
PERSONNEL	\$ 248,148	248,148	-	-	-	-	-	-	-	-
OTHER SERVICES & CHARGES	55,200	55,200	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-
TOTALS	303,348	303,348	-	-	-	-	-	-	-	-
UTILITY CONSTRUCTION										
PERSONNEL	\$ -	-	-	-	-	-	-	-	-	-
OTHER SERVICES & CHARGES	1,200,000	1,200,000	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	1,200,000	1,200,000	-	-	-	-	-	-	-	-
TOTALS	2,400,000	2,400,000	-	-	-	-	-	-	-	-
OPERATION COLLECTION										
PERSONNEL	\$ -	-	-	-	-	-	-	-	-	-
OTHER SERVICES & CHARGES	600,000	600,000	-	-	-	-	-	-	-	-
CAPITAL OUTLAY	500,000	500,000	-	-	-	-	-	-	-	-
TOTALS	1,100,000	1,100,000	-	-	-	-	-	-	-	-

The following roll call was made:

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

VOTING NAY: Council Member Watkins

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ADOPT ORDINANCES 889 AND 890 SETTING THE 2012 TAX LEVY FOR THE CITY OF PICAYUNE AND THE PICAYUNE SEPARATE SCHOOL DISTRICT

Motion was made by Council Member Lane, seconded by Council Member Breland to adopt Ordinances 889 and 890 setting the 2012 Tax Levy for the City of Picayune and the Picayune separate School District.

ORDINANCE NO. 889

AN ORDINANCE FIXING THE LEVY FOR THE MUNICIPAL TAXES FOR THE CITY OF PICAYUNE, MISSISSIPPI FOR THE FISCAL YEAR 2011-2012, BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012.

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

SECTION 1. That a levy for general and special municipal purposes of 38.66 mills on the dollar upon, real personal and fixed property within the corporate limits of the City of Picayune, Mississippi, taxable according to law, be and the same is hereby fixed and declared for the fiscal year 2011-2012, for the following purposes, to-wit:

GENERAL FUND (Authority: MS Code of 1972, Section 27-39-307)	23.18
¼ MILL FIRE LEVY	.25
LONG TERM DEBT	12.22
PEARL RIVER COUNTY LIBRARY SYSTEM	1.94
TAX COLLECTION COSTS	1.07
TOTAL FOR ALL MUNICIPAL PURPOSES	38.66

SECTION 2. That for good cause therefore, it being necessary to immediately transmit levy for approval of the State Tax Commission, it is ordered that this Ordinance take effect and be in full force and effect from and after its passage, but shall nevertheless be published and enrolled as provided by law.

The foregoing Ordinance, after having been first reduced to writing, was introduced by Councilmember Lane, seconded by Councilmember Breland, and was adopted by the following roll call vote:

VOTING YEA: Mayor Ed Pinero, Councilmembers – Lane, Breland, Bumpers, Watkins, & Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

Whereupon the Mayor declared that the motion was carried and Ordinance adopted, on this 6th day of September 2011.


Ed Pinero, Mayor


Priscilla Daniel, City Clerk

ORDINANCE NO. 890

AN ORDINANCE FIXING THE LEVY FOR THE PICAYUNE SEPARATE SCHOOL DISTRICT FOR THE FISCAL YEAR 2011-2012, BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012.

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

SECTION 1. That a levy of 60.25 mills on the dollar upon, real personal and fixed property within the picayune Municipal Separate School District of Pearl River County and Hancock County, Mississippi, taxable according to law, be and the same is hereby fixed and declared for the fiscal year 2011-2012, for the following purposes, to-wit:

FOR SCHOOL COSTS (Authority: MS Code of 1972, Section 37-57-1, et. Seq.)	54.67
FOR THREE MILL NOTE	2.54
SHORTFALL NOTE	.92
GED CLASSES	.94
FOR TAX COLLECTION COSTS (Authority: MS Code of 1972 Section 37-57-1, et. Seq.)	1.18
TOTAL FOR ALL SCHOOL PURPOSES	60.25

SECTION 2. That for good cause therefore, it being necessary to immediately transmit levy for approval of the State Tax Commission, it is ordered that this Ordinance take effect and be in full force and effect from and after its passage, but shall nevertheless be published and enrolled as provided by law.

The foregoing Ordinance, after having been first reduced to writing, was introduced by Councilmember Lane, seconded by Councilmember Breland, and was adopted by the following roll call vote:

VOTING YEA: Mayor Ed Pinero, Councilmembers – Lane, Breland, Bumpers, Watkins, & Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

Whereupon the Mayor declared that the motion was carried and Ordinance adopted, on this 6th day of September 2011.



Ed Pinero, Mayor



Priscilla Daniel, City Clerk

REGULAR MEETING SEPTEMBER 6, 2011

School District: PICAYUNE

District No.: 5520

2011-2012 AD VALOREM TAX REQUEST WORKSHEET

BASE CALCULATION: <i>Note: The district is allowed to choose any of the three previously completed fiscal years in determining the base. A fiscal year is defined as beginning October 1 and ending September 30, per Section 37-57-107, Mississippi Code Annotated (1972).</i>		
	Ad Valorem Taxes Collected: October 1, 2010 through June, 2011	\$ 6,603,387
	Anticipated Ad valorem taxes to be Collected: July, 2011 through September 30, 2011.	1,026,017
	Homestead Reimbursement (2010-2011)	235,435
ADD	Ad Valorem Tax Reduction Funds (2010-2011)	57,777
ADD	Ad Valorem Tax Escrow (2009-2010)	----
ADD	Ad Valorem Tax Shortfall Notes (2010-2011)	----
LESS	Ad Valorem Tax Escrow (2010-2011)	----
TOTAL BASE		\$ 7,922,616
PLUS	4 % increase	316,905
PLUS	New Programs [Amount allowed under 37-57-104 This is the amount of the increase in local contribution over the prior year that MAY be requested outside of the 4-7% limitation.]	17,231
PLUS	Estimated Ad Valorem Tax on New Property	---
TOTAL AD VALOREM TAX NEEDS		\$ 8,256,752
LESS	Ad Valorem Tax Reduction Grant (2011-2012)	(14,311)
LESS	Ad Valorem Tax Escrow (2010-2011)	(---)
NET AD VALOREM TAX REQUEST FOR OPERATIONS (§37-57-104 thru 107)		\$ 8,242,441

AD VALOREM TAX REQUESTED FOR DEBT SERVICE <i>(List & cite code authority)</i>		
	General Obligation Bonds (whether administered by taxing authority or school district)	\$
	Three Mill / 10-20 Year Notes 39-59-101	390,964
	Shortfall 37-57-108	141,576
	Voc. Tech.	
OTHER AD VALOREM TAX REQUESTS <i>(List and cite code authority)</i>		
	GED Classes 37-35-3	144,906

NOTE: Proper communication between you and your levying authority is essential. Communicate to your levying authority that your district is requesting this amount in total and the total should be allocated as noted above. There should be no doubt that Homestead Reimbursement is to be considered by the levying authority in its calculation of the levies and not a concern of the school district at this point.

Return this form by **November 30, 2011**, to Melissa Barnes, Office of School Financial Services, MS Department of Education, P. O. Box 771, Jackson, MS 39205-0771.

REGULAR MEETING SEPTEMBER 6, 2011

PEARL RIVER COUNTY
TOTAL ASSESSED VALUE 2011

CITY OF PICAYUNE

	2010	2011	CHANGE	
TAX TYPE				
REAL	61,088,738	62,555,314	1,466,576	2%
PERSONAL	14,236,214	13,576,144	-660,070	-5%
MOBILE HOMES	79,078	85,196	6,118	8%
MOTOR VEHICLES	11,043,931	10,245,496	-798,435	-7%
* PUBLIC UTILITIES	2,723,475	2,723,475	0	0%
TOTAL ASSESSED	89,171,436	89,185,625	14,189	0%
LESS SPECIAL HOM	6,822,362	6,879,859	57,497	1%
TAXABLE VALUE	82,349,074	82,305,766	-43,308	0%

* THE PUBLIC UTILITY NUMBERS ARE NOT AVAILABLE AT THIS TIME SO 2010 FIGURES ARE USED.

THESE ARE PRELIMINARY NUMBERS AND MAY CHANGE
BEFORE APPROVAL BY THE STATE TAX COMMISSION. A PROPER COLLECTION RATE
SHOULD BE APPLIED TO MILLAGE CALCULATIONS.

PREPARED 6/29/11
GARY BEECH

Amber Hinton

From: Gary Beech <gbeech@pearlrivercounty.net>
Sent: Tuesday, August 09, 2011 4:04 PM
To: ahinton@picayune.ms.us
Subject: FW: Assessments

From: Latisha Johnson
Sent: Wednesday, August 03, 2011 3:07 PM
To: Gary Beech
Subject: RE: Assessments

Amber,
 Gary asked me to help you with this.

Tisha

PEARL RIVER COUNTY
 TOTAL ASSESSED VALUE 2011

ASSESSED VALUATION OF
PICAYUNE SCHOOL

TAX TYPE	2010	2011	CHANGE	PERCENT CHANGE
REAL	106,467,260	108,425,361	1,958,101	1.84%
* PERSONAL	15,937,001	15,937,001	0	0.00%
MOBILE HOMES	1,251,821	1,199,675	-52,146	-4.17%
MOTOR VEHICLES	26,131,330	24,529,407	-1,601,923	-6.13%
* PUBLIC UTILITIES	5,723,636	5,723,636	0	0.00%
TOTAL ASSESSED VALUE	155,511,048	155,815,080	304,032	0.20%
SPECIAL HOMESTEAD	14,566,493		-14,566,493	-100.00%
TAXABLE VALUE	140,944,555	155,815,080	14,870,525	10.55%

* THE PERSONAL PROPERTY AND PUBLIC UTILITY NUMBERS ARE NOT AVAILABLE AT THIS TIME, SO 2010 FIGURES ARE USED.

THESE ARE PRELIMINARY NUMBERS BUT ARE NOT EXPECTED TO MATERIALLY CHANGE BEFORE APPROVAL BY THE STATE TAX COMMISSION. A PROPER COLLECTION RATE SHOULD BE APPLIED TO MILLAGE CALCULATIONS.

PREPARED (DATE)
 GARY BEECH

JIMMIE LADNER, JR.

Hancock County Tax Assessor-Collector

MUNICIPAL ASSESSMENT COMPARISONS (preliminary)

BAY ST LOUIS

	<u>2010 TOTALS (6/16/2010)</u>	<u>2011 TOTALS (6/22/2011)</u>
REAL	\$ 96,622,759 (104%) + 4%	\$100,942,192 (104%) + 4%
PERSONAL	\$ 6,120,857 (93%) - 7%	\$ 6,140,226 (100%) 0%
UTILITIES	\$ 3,938,339 (00%) + 0%	\$ 3,802,459 (97%) - 3%
VEHICLES	\$ 12,722,905 (91%) - 9%	\$ 11,439,409 (89%) - 11%
MOBILE	\$ 89,807 (111%) +11%	\$ 86,360 (96%) - 4%
TOTALS	\$119,494,667 (102%) + 2% New \$2,875,495	\$122,320,646(102%) + 2% New \$ 1,811,773
Special Homestead	\$ 6,272,252 H.E.#2,233	\$ 6,336,124 H.E.#2,222
Net Assessment	\$113,222,415 (101%) + 1%	\$115,984,522 (102%) + 2%
1 MILL	\$ 111,000 (@98%) +2%	\$ 114,000 (@98%) + 3%

WAVELAND

	<u>2010 TOTALS (6/16/2010)</u>	<u>2011 TOTALS (6/22/2011)</u>
REAL	\$ 56,922,116 (106%) + 6 %	\$ 56,393,782 (99%) - 1%
PERSONAL	\$ 5,684,676 (97%) - 3 %	\$ 4,498,488 (79%) - 21%
UTILITIES	\$ 1,501,078 (000%) - 00 %	\$ 888,416 (59%) - 41%
VEHICLES	\$ 7,416,708 (90%) - 10 %	\$ 6,828,551 (92%) - 8%
MOBILE	\$ 75,620 (292%) + 92%	\$ 83,634 (109%) + 9%
TOTALS	\$ 71,600,198 (110%) + 10 % New \$2,847,177	\$ 68,692,871 (96%) - 4% New \$2,208,502
Special Homestead	\$ 3,608,251 H.E. #1,529	\$ 3,633,279 H.E. #1,522
Net Assessment	\$ 67,991,947 (103%) + 3 %	\$ 63,059,592 (89%) - 11%
MILL	\$ 66,000 (@98%) +2%	\$ 62,000 (@94%) - 6 %

PICAYUNE MSSD

	<u>2010 TOTALS (06/16/2010)</u>	<u>2011 TOTALS (06/22/2011)</u>
REAL	\$ 2,929,624 (97%) - 3%	\$ 5,461,104 (186%) + 86%
PERSONAL	\$ 0	\$ 0
UTILITIES	\$ 1,279,193 (00%) - 0%	\$ 1,344,057 (105%) + 5%
VEHICLES	\$ 39,177 (79%) - 21%	\$ 32,130 (82%) - 18%
MOBILE	\$ 47,289 (105%) + 5%	\$ 41,945 (89%) - 11%
TOTALS	\$ 4,295,283 (98%) - 2%	\$ 6,879,236 (160%) + 60%
	Crtd \$9,594	Crtd \$9,330
Special Homestead	\$ 350,726 H.E. #125	\$ 351,706 H.E. #123
Net Assessment	\$ 3,944,557 1 MILL = \$3,900	\$ 6,527,530 1 MILL = \$3,900
	New Construction: \$19,536	New Construction: \$5,516

Note: Assessment COMPILED (06/22/2011) E. Lee Bennett (228.466.2643)
Values are NOT finalized for 2011

000/000

08/04/2011 THU 9:13 FAX

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE CITY OF PICAYUNE GAS PIPELINE RELOCATION GRANT ASSISTANCE AGREEMENT MODIFICATION NO.1

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve City of Picayune Gas Pipeline Relocation Grant Assistance Agreement Modification No. 1.

**CITY OF PICAYUNE GAS PIPELINE RELOCATION GRANT
ASSISTANCE AGREEMENT MODIFICATION NO. 1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ Grant Agreement No. SF-A4W2-MA00-2010

The Mississippi Department of Environmental Quality (herein referred to as "MDEQ") and the City of Picayune (herein referred to as "City" or "Recipient"), entered into a grant agreement on the 22nd day of July, 2010.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the grant agreement is required:

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Article 1 is modified by replacing it with the following:

1. Background and Purpose:

The Wood Treating site "site" in Picayune, Mississippi, has been designated by the U.S. Environmental Protection Agency ("EPA") to be remediated using funds from the CERCLA Superfund. The State of Mississippi has a responsibility to provide a ten percent (10%) match as its cost share for the remediation of the site. The natural gas pipeline for the City of Picayune ("City" or "Recipient") is currently located in the proposed remediation area of the site. The pipeline must be relocated before remediation work can commence at the site. The Mississippi Department of Environmental Quality ("MDEQ"), acting on behalf of the State of Mississippi, proposes to reimburse the City of Picayune by Grant for costs incurred to relocate the gas pipeline. All reimbursement paid to the City in connection with this Grant shall count toward the 10% state match requirement for remediation of this Superfund site. The amount of the Grant shall be the actual costs associated with relocation of the gas pipeline up to a maximum amount of \$575,000. The total amount of the Grant shall not exceed \$575,000 without the express permission of MDEQ. All services and materials required to effect the relocation of the gas pipeline shall be eligible activities for this Grant funding. The operation and maintenance of the relocated pipeline shall be the responsibility of the City. The duration of this Grant Agreement shall be for one year following the date of execution of Modification No. 1 to this Grant Agreement. The duration may be extended by agreement of MDEQ and the City.

The final paragraph located immediately above the signatures is modified by replacing it with the following:

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/grant funds to the Recipient **CITY OF PICAYUNE, MISSISSIPPI** for all costs incurred up to and not exceeding **\$575,000** for the relocation of the City's natural gas pipeline to a new route/location outside the remediation area of the Wood Treating superfund site in Picayune, Mississippi.

Except as it is modified by the provisions of **Assistance Agreement Modification No. 1**, this assistance agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Trudy D. Fisher
Executive Director

Date

CITY OF PICAYUNE, MISSISSIPPI

Authorized Signature

Date

ED PINERO
Printed/Typed Name

MAYOR
Title

9/6/11

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE MDA CAP LOAN CASH REQUEST TO PAY INVOICES FOR THE AMR PROJECT

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve MDA Cap Loan Cash Request in the amount of \$791,312.38 to pay invoices for the AMR project.

Mississippi Development Authority
Community Services Division
Request for Cash

Program:

Section A: General Information		Section B: Project Information		
Recipient	CITY OF PICAYUNE	Grant No.	Contract No.	Project No.
Mailing Address	815 NORTH BEECH STREET		11-297-CP-01	CAP
Street Address		Services Rendered		Request No.
City, State Zip	PICAYUNE, MS 39466	From	To	1
Telephone No.	601-798-9770	April 7, 2011	Thru August 25, 2011	MDA Staff Initials

Section C: Request Per Activity						
	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers
1	Engineering	\$ 110,880.00	\$ -	\$ 37,500.00	\$ 73,380.00	
2	Water Improvements	\$ 1,189,120.00	\$ -	\$ 753,812.38	\$ 435,307.62	
3					\$ -	
4					\$ -	
5					\$ -	
6					\$ -	
7					\$ -	
8					\$ -	
9					\$ -	
10					\$ -	
	Total:	\$ 1,300,000.00	\$ -	\$ 791,312.38	\$ 508,687.62	

I Herby Certify That (a) the services covered by this request have not been received from the Federal Government/State 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 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.

Is this your final request for cash on this contract? YES NO

Signature of Authorized Official: Edward Pinero, Mayor
Date Signed: 9/6/2011
Prepared By: Amber Hinton
Date Prepared: 8/31/2011
Preparer's Telephone No.: 601-799-5543

To be completed by MDA Authorized Official

APPROVED BY: _____ DATE: _____
Signature, Authorized MDA Representative

IDIS Voucher Number	Vendor Number	Fund Number	Cost Center	Activity Code	Org	County Code	Expense

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO APPLY FOR THE HUD COMMUNITY CHALLENGE PLANNING GRANT

Motion was made by Council Member Lane, seconded by Council Member Watkins to approve request to apply for the HUD Community Challenge Planning Grant for updating the zoning ordinance and zoning map and authorize Mayor to sign same.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE SPECIAL USE PERMIT TO EL MARIACHI RESTAURANT

Motion was made by Council Member Lane, seconded by Council Member Gouguet to issue a Special Use Permit to El Mariachi of Picayune located at 1210 South Haugh Avenue under Ordinance No. 882 for Alcoholic Beverages of more than 5%, which includes alcoholic liquids, including wines.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE SPECIAL USE PERMIT TO EL VAQUERO CHIDO

Motion was made by Council Member Lane, seconded by Council Member Gouguet to issue a Special Use Permit to El Vaquero Chido, LLC of Picayune located at 13 Richardson-Ozona Road under Ordinance No. 882 for Alcoholic Beverages of more than 5%, which includes alcoholic liquids, including wines.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE CITY CLERK TO RE-ADVERTISE FOR SALE AND ACCEPT BIDS ON CITY OWNED PARCELS

Motion was made by Council Member Breland, seconded by Council Member Lane to authorize City Clerk to re-advertise for sale and accept bids on the following parcels owned by the City of Picayune; Carter Street-6171110010306400 & Virginia Avenue-6176140040304200.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT OFFER FROM CHARLES AND MARY FOWLER FOR PROPERTY ON AUSBORN RD

Motion was made by Council Member Lane, seconded by Council Member Breland to accept offer on parcel 6175210010101400 located on Ausborn Road from Charles F. and Mary P Fowler in the amount of \$15,000.00 and authorize Mayor to execute deed for same.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE CITY CLERK ADVERTISE FOR SALE AND ACCEPT BIDS ON PROPERTY ON NORTH LEWIS ST

Motion was made by Council Member Lane, seconded by Council Member Breland to authorize City Clerk to request a title opinion from City Attorney Nathan and advertise for sale and accept bids on the following parcel owned by the City of Picayune; North Lewis Street 6175150030100606.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE RESOLUTION TO ASSESS TAX LIENS IN THE OFFICE OF THE PRC TAX COLLECTOR AND A LIEN IN THE PRC CIRCUIT CLERKS OFFICE FOR PARCEL 6178270020101100

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve Resolution to assess tax liens in the office of the PRC Tax Collector and a lien in the PRC Circuit Clerks office for parcel 6178270020101100, 1505 S Beech Street cleaned by the City of Picayune and to impose penalty as House Bill 768 July 1, 2009.

BEFORE THE MAYOR AND COUNCIL OF THE CITY OF PICAYUNE

PEARL RIVER COUNTY, MISSISSIPPI

IN RE: THE DECLARATION AS A PUBLIC NUISANCE AND/OR PUBLIC MENACE A CERTAIN TRACT OF REAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF PICAYUNE, A MISSISSIPPI MUNICIPALITY

**Address of Property: 1505
South Beech Street,
Picayune, Ms 39466
Owner: Jared Barker**

CITY OF PICAYUNE, A MISSISSIPPI MUNICIPALITY, DEPARTMENT OF CODE ENFORCEMENT COMPLAINANT

**RESOLUTION AND/OR ORDER OF COUNCIL
ASSESSING LIEN AND GRANTING OTHER RELIEF**

COMES NOW the above cause on for consideration before the Mayor and Council in and for the City of Picayune, A Mississippi Municipality, pursuant to Miss. Code Ann. §21-19-11, as amended, upon the Request and/or Petition of the Department of Code Enforcement for the City of Picayune, and this Council after considering same does hereby **FIND, ORDER, RESOLVE AND ADJUDGE** as follows, to-wit:

1.

The Council finds that it has the jurisdiction and authority to hear this matter pursuant to Miss. Code Ann. §21-19-11, as amended, and any other applicable laws of the State of Mississippi and Ordinances currently in force in the City of Picayune.

2.

The Council finds that previously a public hearing was held before the City Council pursuant to Miss. Code Ann. §21-19-11, on, September 21, 2010 and that the interested property owner(s) were cited to appear and attend such public hearing as required by the aforesaid Miss. Code Ann. §21-19-11, Miss.

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Code Ann. with regards to such real property located within the corporate limits of the City of Picayune being more particularly described as follows, to-wit:

Township, Section and Range:

PIN#: 027773

Parcel Number: 6178270020101100

Deed Book/Page: 692/576

3.

The Council further finds that following the presentation of evidence at such public hearing the hereinbefore described real property was declared to be a public nuisance and/or public menace in accordance with the authority granted under Miss. Code Ann. §21-19-11, which imposed upon the property owner(s) the requirement(s) the affirmative obligation to remedy the unhealthy and unsafe condition(s) existing on said property, including, but not limited to, cutting weeds; filling cisterns; removing rubbish, dilapidated fences, outside toilets, dilapidated buildings, personal property, and other debris; and draining cesspools and standing water therefrom.

4.

The Council finds the property owner(s) did not and/or would not remedy the unhealthy and unsafe condition(s) existing on the hereinbefore described real property; and, thereafter the City of Picayune, Department of Code Enforcement did then remedy such unhealthy and unsafe condition(s) existing on the subject real property at cost and expense of the City of Picayune.

5.

The Council finds the actual cost for the clean up of the subject real property are as follows, to-wit:

1. Labor costs \$2,719.46
 - 2 Fuel costs \$241.25
 3. Costs of Equipment \$2,955.50
 4. Administrative Costs \$200.00
 5. Dump fees \$111.88
 6. Legal and filing fees Costs \$ 100.00
- Total: \$6,328.09

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6.

The Council finds that pursuant to Miss. Code Ann. §21-19-11, the Council may impose a penalty in addition to the actual costs itemized above. Said penalty is the greater amount of \$1,500.00 or fifty percent (50%) of such actual costs, whichever is more. That with regards to the assessment of a penalty, the Council finds as follows, to-wit:

That a penalty pursuant to Miss. Code Ann. §21-19-11 should be assessed in the amount of \$3,164.05

OR

That a penalty pursuant to Miss. Code Ann. §21-19-11 shall not be assessed.

7.

The Council further finds that the total amount, inclusive of penalty, is \$9,402.14, shall be imposed as an assessment and/or lien against the hereinbefore described real property; and, the Council further finds the Tax Collector for the City of Picayune should be authorized and directed to sell the land to satisfy the hereinbefore assessed lien as now provided by law for the sale of lands for delinquent municipal taxes; and further, pursuant to any Interlocal Agreements the City of Picayune has entered into between the City and the Tax Assessor for Pearl River County, Mississippi.

8.

The Council also finds the City Tax Collector and/or City Clerk is authorized and directed to enroll a certified copy of this Resolution/Order in the office of the Pearl River County Circuit Clerk, which such costs of enrollment shall be added to the total costs assessed by the Council herein.

9.

THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. The total amount of \$9,402.14, and the same is hereby assessed against the hereinbefore-described real property as a lien, and that same shall attach forthwith.

2. The Tax Collector for the City of Picayune be, and is hereby authorized and directed to sell the subject land to satisfy the hereinbefore assessed lien as now provided by law for the sale of lands for delinquent municipal taxes; and

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further, pursuant to any Interlocal Agreements the City of Picayune has entered into between the City and the Tax Assessor for Pearl River County, Mississippi.

3. The City Tax Collector and/or City Clerk be, and is authorized to enroll a certified copy of this Resolution/Order in the office of the Pearl River County Circuit Clerk, which such costs of enrollment shall be added to the total costs assessed by the Council herein.

MOTION MADE by, Councilman Lane and seconded by, Councilman Gouguet to approve the foregoing Resolution/Order.

The following roll call was taken:

VOTING YEA:

VOTING NAY:

ABSENT AND NOT VOTING:

The Motion was declared carried and the Resolution/Order was approved on this, the 6th day of, September A.D., 2011.

MAYOR

ATTEST:

CITY CLERK

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**BEFORE THE MAYOR AND CITY COUNCIL OF THE MUNICIPALITY OF
PICAYUNE**

PEARL RIVER COUNTY, MISSISSIPPI

IN RE:

**THAT CERTAIN TRACT OF REAL PROPERTY LOCATED INSIDE THE CITY
LIMITS OF THE MINICIPALITY OF PICAYUNE, PEARL RIVER COUNTY,
MISSISSIPPI, PARCEL NO., ASSESSED TO OWNERS:**

ABSTRACT OF LEIN ASSESSMENT

1. Pursuant to the authority conferred upon the Mayor and City Council in and for the Municipality of Picayune, Pearl River County, Mississippi, pursuant to Miss. Code Ann.21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune, a lien was assessed against the following described real property, to-wit:
2. The real property against which such lien was assessed is described as follows:

A: Parcel No: 6178270020101100
B: PPIN No: 027773
C: Deed Book 692: Page: 576
3. The amount of the lien assessed against the subject real property, inclusive of costs, interest and/or penalties is \$9,402.14
4. The date the lien was assessed against the subject real property was September 6, 2011
5. The lien was assessed against the subject property in accordance with Miss. Code Ann 21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune. That an abstract and notice of said lien is being filed upon the judgment Rolls of the Circuit Clerk of Pearl River County, Mississippi as allowed by law.

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THE STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the 16th day of August, A.D., 2011.

CITY CLERK IN AND FOR THE MUNICIPALITY
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE RESOLUTION TO ASSESS TAX LIENS IN THE OFFICE OF THE PRC TAX COLLECTOR AND A LIEN IN THE PRC CIRCUIT CLERKS OFFICE FOR PARCEL 6176140030202300

Motion was made by Council Member Lane, seconded by Council Member Gouguet to approve Resolution to assess tax liens in the office of the PRC Tax Collector and a lien in the PRC Circuit Clerks office for parcel 6176140030202300, 200 South Gray Avenue cleaned by the City of Picayune and to impose penalty as House Bill 768 July 1, 2009.

BEFORE THE MAYOR AND COUNCIL OF THE CITY OF PICAYUNE

PEARL RIVER COUNTY, MISSISSIPPI

**IN RE: THE DECLARATION AS A
PUBLIC NUISANCE AND/OR PUBLIC
MENACE A CERTAIN TRACT OF REAL
PROPERTY LOCATED WITHIN THE
CORPORATE LIMITS OF THE
CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY**

**Address of Property: 200 South
Gray Avenue,
Picayune, Ms 39466
Owner: Anice Asher**

**CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY, DEPARTMENT OF
CODE ENFORCEMENT COMPLAINANT**

**RESOLUTION AND/OR ORDER OF COUNCIL
ASSESSING LIEN AND GRANTING OTHER RELIEF**

COMES NOW the above cause on for consideration before the Mayor and Council in and for the City of Picayune, A Mississippi Municipality, pursuant to Miss. Code Ann. §21-19-11, as amended, upon the Request and/or Petition of the Department of Code Enforcement for the City of Picayune, and this Council after considering same does hereby **FIND, ORDER, RESOLVE AND ADJUDGE** as follows, to-wit:

1.

The Council finds that it has the jurisdiction and authority to hear this matter pursuant to Miss. Code Ann. §21-19-11, as amended, and any other applicable laws of the State of Mississippi and Ordinances currently in force in the City of Picayune.

2.

The Council finds that previously a public hearing was held before the City Council pursuant to Miss. Code Ann. §21-19-11, on, September 21, 2010 and that the interested property owner(s) were cited to appear and attend such public hearing as required by the aforesaid Miss. Code Ann. §21-19-11, Miss.

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Code Ann. with regards to such real property located within the corporate limits of the City of Picayune being more particularly described as follows, to-wit:

Township, Section and Range:

PIN#: 026577

Parcel Number: 6176140030202300

Deed Book/Page: 235/277

3.

The Council further finds that following the presentation of evidence at such public hearing the hereinbefore described real property was declared to be a public nuisance and/or public menace in accordance with the authority granted under Miss. Code Ann. §21-19-11, which imposed upon the property owner(s) the requirement(s) the affirmative obligation to remedy the unhealthy and unsafe condition(s) existing on said property, including, but not limited to, cutting weeds; filling cisterns; removing rubbish, dilapidated fences, outside toilets, dilapidated buildings, personal property, and other debris; and draining cesspools and standing water therefrom.

4.

The Council finds the property owner(s) did not and/or would not remedy the unhealthy and unsafe condition(s) existing on the hereinbefore described real property; and, thereafter the City of Picayune, Department of Code Enforcement did then remedy such unhealthy and unsafe condition(s) existing on the subject real property at cost and expense of the City of Picayune.

5.

The Council finds the actual cost for the clean up of the subject real property are as follows, to-wit:

1. Labor costs \$1,888.94
 - 2 Fuel costs \$547.50
 3. Costs of Equipment \$1,778.40
 4. Administrative Costs \$200.00
 5. Dump fees \$485.95
 6. Legal and filing fees Costs \$ 100.00
- Total: \$5,000.79

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6.

The Council finds that pursuant to Miss. Code Ann. §21-19-11, the Council may impose a penalty in addition to the actual costs itemized above. Said penalty is the greater amount of \$1,500.00 or fifty percent (50%) of such actual costs, whichever is more. That with regards to the assessment of a penalty, the Council finds as follows, to-wit:

That a penalty pursuant to Miss. Code Ann. §21-19-11 should be assessed in the amount of \$2,500.00

OR

That a penalty pursuant to Miss. Code Ann. §21-19-11 shall not be assessed.

7.

The Council further finds that the total amount, inclusive of penalty, is \$7,500.79, shall be imposed as an assessment and/or lien against the hereinbefore described real property; and, the Council further finds the Tax Collector for the City of Picayune should be authorized and directed to sell the land to satisfy the hereinbefore assessed lien as now provided by law for the sale of lands for delinquent municipal taxes; and further, pursuant to any Interlocal Agreements the City of Picayune has entered into between the City and the Tax Assessor for Pearl River County, Mississippi.

8.

The Council also finds the City Tax Collector and/or City Clerk is authorized and directed to enroll a certified copy of this Resolution/Order in the office of the Pearl River County Circuit Clerk, which such costs of enrollment shall be added to the total costs assessed by the Council herein.

9.

THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. The total amount of \$7,500.79, and the same is hereby assessed against the hereinbefore-described real property as a lien, and that same shall attach forthwith.

2. The Tax Collector for the City of Picayune be, and is hereby authorized and directed to sell the subject land to satisfy the hereinbefore assessed lien as now provided by law for the sale of lands for delinquent municipal taxes; and

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further, pursuant to any Interlocal Agreements the City of Picayune has entered into between the City and the Tax Assessor for Pearl River County, Mississippi.

3. The City Tax Collector and/or City Clerk be, and is authorized to enroll a certified copy of this Resolution/Order in the office of the Pearl River County Circuit Clerk, which such costs of enrollment shall be added to the total costs assessed by the Council herein.

MOTION MADE by, Councilman Lane and seconded by, Councilman Gouguet to approve the foregoing Resolution/Order.

The following roll call was taken:

VOTING YEA:

VOTING NAY:

ABSENT AND NOT VOTING:

The Motion was declared carried and the Resolution/Order was approved on this, the ____ day of, September A.D., 2011.

MAYOR

ATTEST:

CITY CLERK

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**BEFORE THE MAYOR AND CITY COUNCIL OF THE MUNICIPALITY OF
PICAYUNE**

PEARL RIVER COUNTY, MISSISSIPPI

IN RE:

**THAT CERTAIN TRACT OF REAL PROPERTY LOCATED INSIDE THE CITY
LIMITS OF THE MINICIPALITY OF PICAYUNE, PEARL RIVER COUNTY,
MISSISSIPPI, PARCEL NO., ASSESSED TO OWNERS:**

ABSTRACT OF LEIN ASSESSMENT

1. Pursuant to the authority conferred upon the Mayor and City Council in and for the Municipality of Picayune, Pearl River County, Mississippi, pursuant to Miss. Code Ann.21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune, a lien was assessed against the following described real property, to-wit:
2. The real property against which such lien was assessed is described as follows:

A: Parcel No: 6176140030202300
B: PPIN No: 026577
C: Deed Book 235: Page:277
3. The amount of the lien assessed against the subject real property, inclusive of costs, interest and/or penalties is \$7,500.79
4. The date the lien was assessed against the subject real property was September 6, 2011
5. The lien was assessed against the subject property in accordance with Miss. Code Ann 21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune. That an abstract and notice of said lien is being filed upon the judgment Rolls of the Circuit Clerk of Pearl River County, Mississippi as allowed by law.

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THE STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the 16th day of August, A.D., 2011.

CITY CLERK IN AND FOR THE MUNICIPALITY
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE RESOLUTION TO ASSESS TAX LIENS IN THE OFFICE OF THE PRC TAX COLLECTOR AND A LIEN IN THE PRC CIRCUIT CLERKS OFFICE FOR PARCEL 6175220020200900

Motion was made by Council Member Lane, seconded by Council Member Gouguet to approve Resolution to assess tax liens in the office of the PRC Tax Collector and a lien in the PRC Circuit Clerks office for parcel 6175220020200900, 827 S Beech Street cleaned by the City of Picayune and to impose penalty as House Bill 768 July 1, 2009.

BEFORE THE MAYOR AND COUNCIL OF THE CITY OF PICAYUNE

PEARL RIVER COUNTY, MISSISSIPPI

**IN RE: THE DECLARATION AS A
PUBLIC NUISANCE AND/OR PUBLIC
MENACE A CERTAIN TRACT OF REAL
PROPERTY LOCATED WITHIN THE
CORPORATE LIMITS OF THE
CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY**

**Address of Property: 827 S
Beech Street,
Picayune, Ms 39466
Owner: Nathaniel C Ferguson**

**CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY, DEPARTMENT OF
CODE ENFORCEMENT COMPLAINANT**

**RESOLUTION AND/OR ORDER OF COUNCIL
ASSESSING LIEN AND GRANTING OTHER RELIEF**

COMES NOW the above cause on for consideration before the Mayor and Council in and for the City of Picayune, A Mississippi Municipality, pursuant to Miss. Code Ann. §21-19-11, as amended, upon the Request and/or Petition of the Department of Code Enforcement for the City of Picayune, and this Council after considering same does hereby **FIND, ORDER, RESOLVE AND ADJUDGE** as follows, to-wit:

1.

The Council finds that it has the jurisdiction and authority to hear this matter pursuant to Miss. Code Ann. §21-19-11, as amended, and any other applicable laws of the State of Mississippi and Ordinances currently in force in the City of Picayune.

2.

The Council finds that previously a public hearing was held before the City Council pursuant to Miss. Code Ann. §21-19-11, on, September 21, 2010 and that the interested property owner(s) were cited to appear and attend such public hearing as required by the aforesaid Miss. Code Ann. §21-19-11, Miss.

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Code Ann. with regards to such real property located within the corporate limits of the City of Picayune being more particularly described as follows, to-wit:

Township, Section and Range:

PIN#: 025404

Parcel Number: 6175220020200900

Deed Book/Page: 675/100

3.

The Council further finds that following the presentation of evidence at such public hearing the hereinbefore described real property was declared to be a public nuisance and/or public menace in accordance with the authority granted under Miss. Code Ann. §21-19-11, which imposed upon the property owner(s) the requirement(s) the affirmative obligation to remedy the unhealthy and unsafe condition(s) existing on said property, including, but not limited to, cutting weeds; filling cisterns; removing rubbish, dilapidated fences, outside toilets, dilapidated buildings, personal property, and other debris; and draining cesspools and standing water therefrom.

4.

The Council finds the property owner(s) did not and/or would not remedy the unhealthy and unsafe condition(s) existing on the hereinbefore described real property; and, thereafter the City of Picayune, Department of Code Enforcement did then remedy such unhealthy and unsafe condition(s) existing on the subject real property at cost and expense of the City of Picayune.

5.

The Council finds the actual cost for the clean up of the subject real property are as follows, to-wit:

1. Labor costs \$2,623.22
 - 2 Fuel costs \$55.05
 3. Costs of Equipment \$1,402.60
 4. Administrative Costs \$200.00
 5. Dump fees \$435.49
 6. Legal and filing fees Costs \$ 100.00
- Total: \$4,816.36

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6.

The Council finds that pursuant to Miss. Code Ann. §21-19-11, the Council may impose a penalty in addition to the actual costs itemized above. Said penalty is the greater amount of \$1,500.00 or fifty percent (50%) of such actual costs, whichever is more. That with regards to the assessment of a penalty, the Council finds as follows, to-wit:

That a penalty pursuant to Miss. Code Ann. §21-19-11 should be assessed in the amount of \$2,408.18

OR

That a penalty pursuant to Miss. Code Ann. §21-19-11 shall not be assessed.

7.

The Council further finds that the total amount, inclusive of penalty, is \$7,224.54, shall be imposed as an assessment and/or lien against the hereinbefore described real property; and, the Council further finds the Tax Collector for the City of Picayune should be authorized and directed to sell the land to satisfy the hereinbefore assessed lien as now provided by law for the sale of lands for delinquent municipal taxes; and further, pursuant to any Interlocal Agreements the City of Picayune has entered into between the City and the Tax Assessor for Pearl River County, Mississippi.

8.

The Council also finds the City Tax Collector and/or City Clerk is authorized and directed to enroll a certified copy of this Resolution/Order in the office of the Pearl River County Circuit Clerk, which such costs of enrollment shall be added to the total costs assessed by the Council herein.

9.

THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. The total amount of \$7,224.54, and the same is hereby assessed against the hereinbefore-described real property as a lien, and that same shall attach forthwith.

2. The Tax Collector for the City of Picayune be, and is hereby authorized and directed to sell the subject land to satisfy the hereinbefore assessed lien as now provided by law for the sale of lands for delinquent municipal taxes; and

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further, pursuant to any Interlocal Agreements the City of Picayune has entered into between the City and the Tax Assessor for Pearl River County, Mississippi.

3. The City Tax Collector and/or City Clerk be, and is authorized to enroll a certified copy of this Resolution/Order in the office of the Pearl River County Circuit Clerk, which such costs of enrollment shall be added to the total costs assessed by the Council herein.

MOTION MADE by, Councilman Lane and seconded by, Councilman Gouguet to approve the foregoing Resolution/Order.

The following roll call was taken:

VOTING YEA:

VOTING NAY:

ABSENT AND NOT VOTING:

The Motion was declared carried and the Resolution/Order was approved on this, the 6th day of, September A.D., 2011.

MAYOR

ATTEST:

CITY CLERK

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**BEFORE THE MAYOR AND CITY COUNCIL OF THE MUNICIPALITY OF
PICAYUNE**

PEARL RIVER COUNTY, MISSISSIPPI

IN RE:

**THAT CERTAIN TRACT OF REAL PROPERTY LOCATED INSIDE THE CITY
LIMITS OF THE MINICIPALITY OF PICAYUNE, PEARL RIVER COUNTY,
MISSISSIPPI, PARCEL NO., ASSESSED TO OWNERS:**

ABSTRACT OF LEIN ASSESSMENT

1. Pursuant to the authority conferred upon the Mayor and City Council in and for the Municipality of Picayune, Pearl River County, Mississippi, pursuant to Miss. Code Ann.21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune, a lien was assessed against the following described real property, to-wit:
2. The real property against which such lien was assessed is described as follows:

A: Parcel No: 6175220020200900
B: PPIN No: 025404
C: Deed Book 675: Page: 100
3. The amount of the lien assessed against the subject real property, inclusive of costs, interest and/or penalties is \$7,224.54
4. The date the lien was assessed against the subject real property was September 6, 2011
5. The lien was assessed against the subject property in accordance with Miss. Code Ann 21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune. That an abstract and notice of said lien is being filed upon the judgment Rolls of the Circuit Clerk of Pearl River County, Mississippi as allowed by law.

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THE STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the 16th day of August, A.D., 2011.

CITY CLERK IN AND FOR THE MUNICIPALITY
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

SET A DATE FOR A PUBLIC HEARING ON PROPERTY CLEAN UP

Motion was made by Council Member Lane, seconded by Council Member Watkins to set a date for a Public Hearing of October 18, 2011 on the following list of properties:

900 Cayten-6171110010307700
321 Clark St-6175150020302600
323 Clark St-6175150020302700
801 E 4th St-6176140010302200
316 3rd St-6177140020505000
600 Davis St-6175150030401500
1204 Roosevelt-6176140010801800
807 Carter St-6171110010303500
South Steel=6177140020503900

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

WHEREBY, ERIC MORRIS, PUBLIC WORKS DIRECTOR, BROUGHT PRELIMINARY FINDINGS TO THE MAYOR AND COUNCIL CONCERNING THE CITY'S GAS SYSTEM. MR. MORRIS STATED THAT HE HAD MADE CONTACT WITH CENTERPOINT ENERGY, DR. EARL FOX, CITIZEN OF PICAYUNE AND THE CITIES OF OLIVE BRANCH, PASCAGOULA AND BAY SPRINGS CONCERNING THE CITY OF PICAYUNE'S GAS RATES COMPARED TO OTHER CITIES AND THE SALE OF THE GAS DEPARTMENT.

MR. MORRIS FINALIZED HIS PRELIMINARY FINDINGS BY STATING THAT IN HIS OPINION THE CITY SHOULD KEEP THE GAS SYSTEM, REPAIR IT AND PROMOTE IT.

APPROVE CURRENT LIST OF UNMARKED VEHICLES

Motion was made by Council Member Lane, seconded by Council Member Watkins to approve the current list of unmarked vehicles.



Major Richard Frierson,
Director of Finance/ Logistics

PICAYUNE POLICE DEPT.

328 South Main St. Picayune, Ms 39466
Phone: (601) 798-7411
FAX: (601) 798-7412
CELL: (601) 273-1660

BELOW IS A LIST OF UNMARKED VEHICLES ALONG WITH TAG #'S & EXPIRATION DATES. UPDATED AUGUST 26, 2011.

VEH.#	YEAR/MAKE	VIN#	TAG#	EXPIRES	DECAL#
#392	2011 CHEVY TAHOE	1GNLC2E08BR192265	PTJ 386	MAY 2012	20680859
#386	2010 CHEVY TAHOE	1GNMCAE07AR137318	PTJ 366	JAN. 2012	20680854
#385	2010 DODGE CHARGER	2B3AA4CTXAH159458	PTJ 367	JAN. 2012	20680855
#266	2001 FORD CROWN VIC	2FAFP71W91X180198	PRA 005	DEC. 2010	02722347
#294	2004 FORD CROWN VIC	2FAFP71W74X138990	PRA 018	MAR. 2011	12380628
#264	2001 FORD CROWN VIC	2FAFP71WX1X163894	AWAITING TAG FROM STATE		
#376	2009 DODGE CHARGER	2B3KA43T79H512996	PTJ 352	FEB. 2012	20680856
#377	2009 DODGE CHARGER	2B3KA43T59H512995	PTJ 353	FEB. 2012	20680857
#378	2009 DODGE CHARGER	2B3KA43T39H52874	PTJ 354	FEB. 2012	20680858
#389	2010 DODGE CHARGER	2B3AA4CT4AH193315	PTJ 372	SEPT. 2011	12381905
#393	2010 DODGE CHARGER	2B3AA4CV9AH199239	PTJ 387	MAY 2012	20680860
#394	2010 DODGE CHARGER	2B3AA4CT4AH288635	PTJ 385	MAY 2012	20680853
#400	2011 CHEVY IMPALA	2G1WF5EK6B1277607	AWAITING TAG FROM STATE		
#410	2011 FORD F-150	1FTFW1CF3BFC35619	AWAITING TAG FROM STATE		

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE OUT OF STATE TRAVEL FOR FIRE MARSHALL PAT WEAVER

Motion was made by Council Member Lane, seconded by Council Member Gouquet to authorize out of state travel for Fire Marshall Pat Weaver to Knoxville,

Tennessee, October 17-20, 2011, for the purpose of re-certification of department arson dog Joanie.

The following roll call was made:

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

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 Lane 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 Breland and Gouguet

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 Lane, seconded by Council Member Watkins to return to regular session.

The following roll call was made:

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

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 Lane, seconded by Council Member Gouguet to recess until Tuesday, September 20, 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:

Leann Smith, Deputy City Clerk