

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

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 815 North Beech Street, in said City, Tuesday, October 4, 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 Leslie Blakney Jr., followed by the Pledge of Allegiance led by Mayor Ed Pinero.

AT THIS TIME THE MAYOR AND COUNCIL RECOGNIZED THE PEARL RIVER COUNTY COMMUNITY BAND AND CHORUS LED BY VOLUNTEER BAND DIRECTOR JOHNNY BAKER AND VOLUNTEER CHORAL DIRECTOR LINDA HANCOCK FOR THE WONDERFUL PERFORMANCE GIVEN ON THE 10TH ANNIVERSARY OF 9/11. AMERICA: THE SPIRIT LIVES ON

AT THIS TIME MARK STOCKSTILL SPOKE ABOUT PEARL RIVER COUNTY UNITED AND ANNOUNCED THE GROUP WILL HOLD A MARCH AGAINST DRUGS AT 10AM SATURDAY, OCTOBER 22, 2011.

ORDER TO APPROVE MINUTES

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve the Minutes for the City of Picayune dated September 20, 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 Watkins, seconded by Council Member Gouguet to approve the docket for October 4, 2011 in the amount of \$2,072,253.45.

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.

APPROVE CIVIC WOMAN'S CLUB TO HOST ANNUAL CHRISTMAS PARADE

Motion was made by Council Member Breland, seconded by Council Member Lane to approve the request from Civic Woman's Club to host the Annual Christmas Parade on December 5, 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.

APPROVE MEMORANDUM OF AGREEMENT FOR CONTINUATION IN MISSISSIPPI MAIN STREET ASSOCIATION'S MAIN STREET PROGRAM 2011

Motion was made by Council Member Lane, seconded by Council Member Watkins to approve Memorandum of Agreement for continuation in Mississippi Main Street Association's Main Street Program for 2011 and authorize Mayor to sign the same.

MEMORANDUM OF AGREEMENT FOR CONTINUATION IN
MISSISSIPPI MAIN STREET ASSOCIATION'S
MAIN STREET PROGRAM
2011

This agreement is entered into and executed by the Mississippi Main Street Association (hereinafter referred to as "MMSA") and the City of Piscataway (hereinafter referred to as "city") and sponsoring organization Piscataway Main Street (hereinafter referred to as "community").

Whereas, this agreement is for the purpose of said community continuing to participate in the Mississippi Main Street Program, and

Whereas, the MMSA is under contract with the Mississippi Development Authority to administer the Main Street Program and to provide technical assistance and training to selected communities;

Now, therefore, in consideration of the foregoing and mutual covenants and agreements contained herein, the parties have agreed to the following:

Section I: The Community Agrees To:

Please read the following items carefully and *initial where indicated*.

Initial:

- _____ 1. Continue to employ a Manager/Program Coordinator who will be responsible for the day-to-day administration of the Main Street Program. In the event the manager's position is vacated during the term of this agreement, the community agrees to fill the position within ninety (90) days, and to send the manager to Manager Training as designated by the MMSA as soon as the position has been filled.

- _____ 2. Expend funds and in-kind services for continuation of the Main Street Program, including but not limited to maintaining a full-time office with the necessary travel and operating budget for the local program. A copy of the community's current Main Street Program budget is required.

- _____ 3. Continue to implement a comprehensive approach to downtown revitalization following the **Four Point Approach™** methodology recommended by the National Main Street Center and the Mississippi Main Street Program, including development of annual written Work Plans for the local Main Street Program and the establishment of a strong, broad-based organizational system to include but not be limited to the following committees: organization (which would include nomination and executive), promotion, design and economic restructuring.

REGULAR MEETING OCTOBER 4, 2011

- _____ 4. Concentrate the Main Street Program activities within the boundaries that are designated by the local program. This may include entryways and approaches to the Main Street district, as well as neighborhoods with housing and commercial strips, as they may affect the Main Street District.
- _____ 5. File all applicable IRS forms file in accordance with state and federal taxation laws. (<http://www.irs.gov/charities/article/0,,id=185561,00.html>) Programs may be required to register as a Mississippi charitable organization with the Mississippi Secretary of State's office. Mississippi forms and a list of exclusions are available at <http://www.sos.state.ms.us/forms/forms.asp>
- _____ 6. Maintain data for monitoring the progress of the Main Street Program, submit monthly progress and statistical reports online using formats provided by the MMSA, and provide other information requested by the MMSA on or before the identified deadlines.
- _____ 7. Authorize and support the local program manager's attendance and participation in Main Street Manager meetings as required each year around the state. The community shall be responsible for the manager's travel costs and expenses associated with these meetings, unless otherwise authorized by the MMSA in writing. If the Program Manager cannot attend, another program representative should attend to represent the community.
- _____ 8. Promote and encourage local committee and board member attendance at local, state and national training opportunities, as identified by the MMSA.
- _____ 9. Ensure that at least sixty percent (60%) of persons designated to participate in any and all MMSA on-site services are committed to attend at least 48 hours before the scheduled event. The MMSA reserves the right to cancel said on-site service if this requirement is not met.
- _____ 10. Assist in local arrangements during on-site and public relations visits to the community, as requested by the MMSA.
- _____ 11. Maintain an active membership and current fee-paid status in the Mississippi Main Street Association, participating at the Main Street Program membership level; Agree to acknowledge being an official Mississippi Main Street city and membership in the MMSA on all printed and electronic materials, (i.e. websites, newsletters and brochures) and be a Network Member of the National Trust Main Street Center. Logo specifications will be provided by MMSA.
- _____ 12. Maintain broad-based community support for the program by the public and private sectors through financial contributions and in-kind or volunteer support.

Section II: MMSA Agrees To:

1. Designate a Main Street District Director to handle all communications with the community, the MMSA, state government agencies and the National Trust Main Street Center, as they relate to the local Main Street Programs and the efforts of downtown revitalization in Mississippi.
2. Conduct an annual Main Street **Four Point Approach™** training session open to all program managers, local board members, local committee members and local government representatives from the Main Street communities, and provide all necessary materials related to training.
3. Conduct regional training sessions for new board members, and one on-site training session in the community for development of goals, objectives and annual work plan. Need and schedule will be determined by the MMSA District Director. The MMSA will also provide guidelines and other materials designed to assist in the educational process.
4. Conduct quarterly regional meetings and/or workshops to further develop and refine the skills of the program managers, board members, committee members and local government representatives. The National Main Street Conference, as well as the Destination Downtown Conference, qualifies as "official training."
5. Provide advice, technical assistance and on-site visits to the local program manager and community on a continuing basis, as requested by the local program and determined by the MMSA District Director.
6. Facilitate and promote ongoing press coverage of the Mississippi Main Street Program and its individual local programs.
7. Conduct a site visit, round table discussion or conference call with local Board, Committee Chairs and Manager to evaluate the program's progress for the past year and aid the community in deciding the direction of the program in the upcoming year.

Section III: MMSA and The Community Jointly agree that:

1. The term of this agreement shall be for one calendar year, beginning on or about January 1, 2011 and ending on December 31, 2011. It may be extended or revised by both parties.

2. Notwithstanding any other provisions of this agreement, if funds anticipated for continued fulfillment, at the agreement are, at any time, not forthcoming or insufficient for continuation of the contractual agreement of either party or discontinuance or material alteration of the program for which funds were provided, then either party shall have the right to amend or terminate this agreement without penalty by giving not less than sixty (60) days written notice to the other party.
3. Should a local Main Street program fail to comply with the provisions of the annual Memorandum of Agreement, the Main Street State Coordinator (Executive Director) may choose to send that program a written initial warning. At that time, the local program will be placed on probationary status and ineligible for any services from the Mississippi Main Street Association. The warning will include a summary of violations and provide guidance on how to correct the problem. The local program will be reevaluated by the State Coordinator (Executive Director) ninety (90) days following the first warning.
4. Jointly hold each other harmless for any activities of the other including but not limited to general liability, automobile liability, worker's compensation and employer's liability.

WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

By: _____ MAYOR Name (printed): <u>Ed Pinero</u>	<u>City of Picayune</u> LOCALITY Date signed: <u>10-4-11</u>
OR by: <u>Deborah C. Galiano</u> PRESIDENT/BOARD CHAIRPERSON Name (printed): <u>Deborah C. Galiano</u>	<u>Picayune Main Street, Inc.</u> NAME OF SPONSORING ORGANIZATION Date signed: <u>9/8/11</u>

BY: _____	DATE: _____
MMSA BOARD OF DIRECTORS PRESIDENT	
BY: _____	DATE: _____
MMSA EXECUTIVE DIRECTOR	

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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 RENEW CONTRACT WITH SPCA AND THE CITY OF PICAYUNE

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to approve request to renew contract with SPCA and the City of Picayune and authorize Mayor to sign the same.

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER
CITY OF PICAYUNE

(FY 2012)

ANIMAL SHELTER AGREEMENT

This Animal Shelter Agreement made and entered into upon this, the ____ day of _____, A.D., 2011, by and between the **Pearl River County Society for the Prevention of Cruelty to Animals**, a non-profit Mississippi corporation, hereinafter called "SPCA," and the **City of Picayune**, a Municipal corporation of the State of Mississippi, hereinafter called "City."

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

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

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

1. Duties and obligations of the City:

a) The City shall make available to the SPCA for such period of time as the SPCA shall use said premises in conformity with the agreement, the Picayune Animal Shelter building and incidental grounds thereabout, for a term ending on September 30, 2011; further, the City shall maintain the heat, air conditioning, plumbing, freezer and roof. Insofar as it may lawfully do so, the City has and does by these presents hereby release and discharge the SPCA from any cause of action for personal injury occurring in the building.

b) For the services to be performed under this agreement, the City shall pay into a bank account to be known as the Animal Shelter Account, which account is subject to audit by City auditors, the sum of \$3,325.00 per month, commencing on October 1, 2011. This bank account shall be under the control and supervision of the SPCA.

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

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

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

2. Duties and obligations of the SPCA:

a) The SPCA shall staff and operate the facility.

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

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

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

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

3. Special provisions:

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

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

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

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

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

1) FOR CATS IMPOUNDED DURING ONE (1) CALENDAR YEAR:

- a) First Offense-----\$15.00 plus \$1.00 for each day of impoundment
- b) Second Offense-----\$30.00 plus \$1.00 for each day of impoundment
- c) Third Offense-----\$45.00 plus \$1.00 for each day of impoundment
- d) Fourth or Subsequent Offense---\$100.00 plus \$1.00 for each day of impoundment.

2) FOR DOGS IMPOUNDED DURING ONE (1) CALENDAR YEAR:

- a) First Offense-----\$15.00 plus \$2.00 for each day of impoundment
- b) Second Offense-----\$30.00 plus \$2.00 for each day of impoundment
- c) Third Offense-----\$45.00 plus \$2.00 for each day of impoundment
- d) Fourth or Subsequent Offense---\$100.00 plus \$2.00 for each day of impoundment.

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

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

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

BY: Maria Diamond
Maria Diamond, President

City of Picayune

BY: _____
Ed Pinero, Mayor

ATTEST:

Priscilla Daniel
City Clerk

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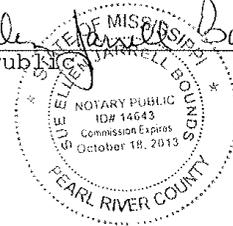
REGULAR MEETING OCTOBER 4, 2011

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

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

GIVEN under my hand and official seal of office, the 15th day of September, A.D., 2011.

Sue Ellen Harnett Bandy
Notary Public



My Commission Expires: Oct. 18, 2013

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

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

GIVEN under my hand and official seal of office, the _____ day of _____, A.D., 2011.

Notary Public

My Commission Expires: _____

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Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept donation from City Manager, Jim Luke, of a Whirlpool refrigerator to be located at the Intermodal Center.

STATE OF MISSISSIPPI

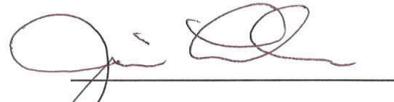
COUNTY OF PEARL RIVER

BILL OF SALE

For and in consideration of the sum of Seven Hundred Fifty Dollars (Value of Donation) (\$750.00), the receipt of all of which is hereby acknowledged and confessed, I

Jim Luke,
have this day donated and by these presents do hereby grant, bargain, and sell unto
City of Picayune, the
following described personal property to-wit:
One 2009 Whirlpool Refrigerator
model # EDSJHEXTQ00 Serial# HRU2272925

WITNESS MY SIGNATURE, ON this the 4th day of October 2011.


Jim Luke
Printed Name

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named, Jim Luke, who acknowledged to me that he/she signed, executed and delivered the above and foregoing instrument of writing on the day in the year as therein mentioned.

GIVEN under my hand and official seal of office on this the 4th day of October 2011.


NOTARY PUBLIC



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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.

**AUTHORIZE APPLICATION FOR THE ENFORCING UNDERAGE DRINKING LAWS
BLOCK GRANT**

Motion was made by Council Member Watkins, seconded by Council Member Lane to authorize application for the Enforcing Underage Drinking Laws Block Grant for the Picayune Police Department and authorize Mayor to sign (100% Federal).

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 BID TABULATION FORM FOR THE BIDS FOR MOSQUITO CONTROL
CHEMICALS**

Motion was made by Council Member Watkins, seconded by Council Member Lane to accept Bid Tabulation form for the bids for Mosquito Control Chemicals.

CITY OF PICAYUNE ENGINEERING DEPARTMENT

BID TABULATION FORM

PROJECT NAME: MOSQUITO CONTROL CHEMICALS **Date:** 9-21-11

PROJECT NO.: _____

ATTENDING STAFF: 1. H. MILLER 4. E. MORRIS 7. _____
 2. D. SMITH 5. A. HINTON 8. _____
 3. P. DANIEL 6. _____ 9. _____

	BIDDER	TOTAL BID (\$)	BID BOND	AFFIDAVIT	ADDENDA
1.	<u>ADAPCO, INC.</u>	<u>3166</u>	<u>136.00</u>	<u>8.95</u>	
2.		<u>MINERAL OIL-</u>	<u>8.95</u>		
3.	<u>CLARKE</u>	<u>3166</u>	<u>121.13</u>		
4.		<u>MINERAL OIL-</u>	<u>7.60</u>	<u>X</u>	
5.	<u>ELITE MOSQUITO CONTROL (REJECTED)</u>	<u>3166</u>			
6.		<u>MINERAL OIL-</u>			
7.	<u>UNIVAR</u>	<u>3166</u>	<u>108.60</u>	<u>X</u>	
8.		<u>MINERAL OIL-</u>	<u>8.50</u>		
9.					
10.					

FORM REV7-7-05DB

LOW - UNIVAR - 3166 - 108.60 CLARKE - MINERAL OIL - 7.60

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.

ACCEPT LOWEST AND BEST BID FOR MOSQUITO CONTROL CHEMICALS

Motion was made by Council Member Watkins, seconded by Council Member Gouquet to accept the bid for 31-66 Mosquito Control Chemical from Univar in the

amount of \$108.60 per gallon and the bid for Mineral Oil from Clarke, in the amount of \$7.60 per gallon.

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 MAYOR TO EXECUTE MODIFICATION #3 OF THE ENERGY GRANT FOR PICAYUNE SCHOOL DISTRICT

Motion was made by Council Member Watkins, seconded by Council Member Gouquet to authorize Mayor to execute Modification #3 of Grant GT11-0810-071, the Energy Grant for Picayune School District.

files

MODIFICATION OF GRANT AGREEMENT

BETWEEN

THE MISSISSIPPI DEVELOPMENT AUTHORITY, ENERGY DIVISION

AND

CITY OF PICAYUNE

This MODIFICATION is made part of the Grant Agreement entered into on October 7, 2010 by and between the Mississippi Development Authority, Energy Division and the City of Picayune and designated as grant No. GT11-0810-0071 Modification # 3.

In consideration of the agreement of the Parties hereto to modify the initial Grant Agreement between them, the Mississippi Development Authority, Energy Division and the City of Picayune do hereby agree that effective on the date signed by the sub-recipient; said Grant Agreement is modified and amended as set out below:

The scope of work is changed as shown below:

FROM:

Scope of Work

South Side Elementary School

- Installation of 4 Ton 14 SEER HVAC unit (16)
- Installation of 5 Ton 14 SEER HVAC unit (4)

Estimated Project Schedule

The project has an anticipated project completion date of July 31, 2011.

TO:

SCOPE OF WORK

South Side Elementary School

- Installation of 4 Ton 14 SEER HVAC unit (16)
- Installation of 5 Ton 14 SEER HVAC unit (4)
- **Installation of 4 Ton 14 SEER HVAC units (8)**
- **Installation of fluorescent lights (84)**
- **Installation of R-13 insulation**

ESTIMATED PROJECT SCHEDULE

The project has an anticipated project completion date of September 30, 2011.

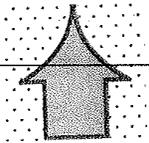
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All other terms, conditions, and provisions set out in the initial grant agreement and the Modification thereof, which are not in conflict with this Modification, shall remain in full force and effect for the duration of the grant agreement.

IN WITNESS WHEREOF, the parties have executed this grant Modification Number 3, on the date appearing with their respective signatures below.

APPROVED FOR MDA-ED: Signature <i>M. Bruce</i> Date <i>10/4/11</i> Dr. Motice Bruce, Energy Division Director Witness: <i>B. Smith</i>	APPROVED FOR THE CITY OF PICAYUNE: Signature <i>Ed Pinero</i> Date <i>10/4/11</i> Honorable Ed Pinero, Mayor Witness: <i>Michelle C. Daniels</i>
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**SIGN
HERE**

44A

**CONTRACT MODIFICATION/AMENDMENT
INDIVIDUAL WORK ACTIVITY DESCRIPTION**

Recipient: City of Picayune Contract Number: GT11-0810-0071

The individual work activity description is provided to describe in detail each activity proposed to be amended. A separate work activity description must be completed for each activity proposed in contract amendment.

1. Work Activity:

Equipment

2. Detailed description of work activity and need for modification or amendment:

Since the bids on the scope of work came in under budget, the City of Picayune would like to add: eight additional HVAC units, R-19 insulation and fluorescent lighting to their project.

3. Impact of increase in proposed scope of work (or new scope of work):

The estimated project schedule will change

From:

The project has an anticipated project completion date of July 31, 2011.

To:

The project has an anticipated project completion date of September 30, 2011.

4. Number benefiting from proposed work activity. Show the number of increase in beneficiaries, or decrease if applicable. Show how this was determined:

Students, Faculty and Staff at South Side Elementary School.

5. Describe any effects the proposed amendment of the work activities will have on the environmental assessment of the project:

N/A

6. Describe any changes in the contract budgets that will be needed to complete the proposed amendment to the work activity:

N/A

7. Describe any anticipated changes to the schedule as a result of the proposed amendment.

The project has an anticipated project completion date of September 30, 2011.



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BUDGET MODIFICATION WORKSHEET

Recipient: City of Picayune Contract Number: GT11-0810-0071

NOTE: List MDA-ED Funds where changes are made.

Activity	Current Budget	Current Match	Proposed Budget	Proposed Match	Change (+ -)
Equipment	\$71,264.00	\$0.00	\$71,264.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Administration	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
	\$71,264.00	\$0.00	\$71,264.00	\$0.00	\$0.00

Comments: N/A



USA

CITY OF PICAYUNE

SCOPE OF WORK

South Side Elementary School

- Installation of 4 Ton 14 SEER HVAC unit (16)
- Installation of 5 Ton 14 SEER HVAC unit (4)
- **Installation of HVAC Units (8)**
- **Installation of fluorescent lights (84)**
- **Installation of R-19 insulation**

ESTIMATED PROJECT SCHEDULE

The project has an anticipated project completion date of September 30, 2011.

He

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.

AT THIS TIME COUNCIL MEMBER BRELAND EXITED THE MEETING

APPROVE REQUEST FROM COUNCILMAN LARRY BRELAND FOR CERTIFIED OFFICIAL'S GRADUATION FEE AND MILEAGE TO AND FROM VICKSBURG

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve request from Councilman Larry Breland for Certified Official's Graduation Fee and mileage to and from Vicksburg, MS for his travel on Friday November 18, 2011.



PRESIDENT, MAYOR NANCY CHAMBERS, FOREST
FIRST VICE PRESIDENT, MAYOR CHIP JOHNSON, HERNANDO • SECOND VICE PRESIDENT, MAYOR TIM WALDRUP, ELLISVILLE
GEORGE E. LEWIS, EXECUTIVE DIRECTOR

2011 CMO Basic Graduation Request

****Please return as soon as possible****

NAME Larry E. Breland, Sr.
(Please print your name as you wish it to appear on the plaque)
TITLE Councilman
MUNICIPALITY Picayune
ADDRESS 815 North Beech St.
PHONE 601-798-9770 FAX 601-798-0564 EMAIL _____

- \$80.00 - Cost includes plaque and lapel pin (I am registered to attend the Small Town Conference)
- \$85.00-Cost for plaque, lapel pin and shipping & handling (I am not attending graduation or conference but would like plaque mailed to me)
- \$105.00-Cost for plaque, lapel pin and the luncheon at Small Town Conference (I am not attending conference but I am attending graduation luncheon)
- \$25.00-Cost for Guest Lunch (I am bringing a guest)
Guest Name: _____

PAYMENT METHOD:

Check # _____ Charge my registration to _____ Visa _____ MasterCard only.
Credit card (Include type, number, expiration date and name on card)
_____ Visa # Expires: _____
_____ MC # Expires: _____
Name of Card Holder: _____ (Please print)
Signature: _____

Please fax request to 601-353-6980 or mail to 600 E. Amite Street, Ste. 104 Jackson, MS 39201

600 EAST AMITE STREET, SUITE 104 • JACKSON, MS 39201 – 1906 • 601-353-5854 • 1-800-325-7641 • FAX 601-353-6980
WEB SITE: <http://www.mmlonline.com>

SC

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Breland

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME COUNCIL MEMBER BRELAND RE-ENTERED THE MEETING

AUTHORIZE PAYMENT OF INVOICE NO. 21-019-04-29 TO HARTMAN ENGINEERING FOR PROFESSIONAL SERVICES

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to authorize payment of Invoice No. 21-019-04-29 in the amount of \$16,872.05 to Hartman Engineering for Professional Services on EPA Project XP-97477403.

Hartman Engineering, Inc.

City of Picayune Water and Wastewater Infrastructure Improvements
 (EPA SPAP Grant)
 Professional Services From August 1, 2011 thru August 31, 2011
 EPA Project XP-97477403-3
 HEI Invoice No. 21-019-04-29

	Estimated Fee	% Complete	Fee To Date	Less Previous	Fee This Invoice
Page 1 of 3					
HEI Contract (March 29, 2004)					
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	\$ -
			<u>TOTAL THIS PAGE DUE THIS INVOICE</u>		<u>\$ -</u>

City of Picayune Water and Wastewater Infrastructure Improvements
 (EPA SPAP Grant)
 Professional Services From August 1, 2011 thru August 31, 2011
 EPA Project XP-97477403-3
 HEI Invoice No. 21-019-04-29

HEI Contract Amendment No.2 (March 2, 2010)	Contract Fee	% Complete	Fee To Date	Less Previous	Fee This Invoice
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	\$ 95,587.00	\$ -
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	\$ 199,007.16	\$ -
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	24.00%	\$ 14,775.12	\$ 8,865.07	\$ 5,910.05
7.4 PAR - Resident Inspection (Hourly)	\$ 75,000.00	32.544%	\$ 24,408.00	\$ 13,446.00	\$ 10,962.00
Subtotal Task 7	\$ 267,357.00	40.10%	\$ 107,200.32	\$ 90,328.27	\$ 16,872.05
TOTAL	\$ 756,032.00 *	68.36%	\$ 516,851.48	\$ 499,979.43	\$ 16,872.05
TOTAL THIS PAGE DUE THIS INVOICE					\$ 16,872.05

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City of Picayune Water and Wastewater Infrastructure Improvements
 (EPA SPAP Grant)
 Professional Services From August 1, 2011 thru August 31, 2011
 EPA Project XP-97477403-3
 HEI Invoice No. 21-019-04-29

	Contract Fee	% Complete	Fee To Date	Less Previous	Fee This Invoice
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	\$ 199,007.16	\$ -
Task 7 Construction Services and Resident Inspection - Phase 40 & Phase 50	\$ 267,357.00	40.10%	\$ 107,200.32	\$ 90,328.27	\$ 16,872.05
Total Project	\$ 1,115,032.00	78.41%	\$ 874,336.16	\$ 857,464.11	\$ 16,872.05
TOTAL THIS DUE THIS INVOICE					\$ 16,872.05

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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 PROGRESS PAYMENT #3 TO INSITUFORM TECHNOLOGIES, INC FOR THE WASTEWATER INFRASTRUCTURE IMPROVEMENTS PROJECT

Motion was made by Council Member Watkins, seconded by Council Member Lane to authorize Payment of Progress #3 to Insituform Technologies, Inc. in the amount of \$78,454.63 for the City of Picayune Wastewater Infrastructure Improvements Project.

Page One of Two Pages

Customer No. 2310942 REVISED _____
 Job No. 111068

Invoice No. 9268Z
 Invoice Date 8-31-11

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Picayune
 815 North Beach St
 Picayune, MS 39466

FROM CONTRACTOR: Insituform Technologies, Inc.
 PO Box 674080
 Dallas, TX 75267-4060

CONTRACT FOR: \$ 1,119,012.45

PROJECT: Sewer Rehabilitation in Pump Station
 Service Areas 7, 16 & 22
 Wastewater Infrastructure Improvements

APPLICATION NO.: 3
PERIOD TO: 8-31-11
PROJECT NOS.: XP-97477493-3

DISTRIBUTION TO:
 OWNER
 ARCHITECT
 CONTRACTOR

VIA ARCHITECT: Hartman Engineering, Inc.
 527 W. Esplanade Ave., Suite 300
 Kenner, LA 70065
 Attn: Bryan Joseph

CONTRACT DATE: June 6, 2011

The undersigned Contractor certifies that to the best of the Contractor's knowledge, info, nation 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'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	1,119,012.45
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,119,012.45
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	267,833.96
5. RETAINAGE:		
a. <u>10</u> % of Completed Work	\$	26,783.40
b. _____ of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$	26,783.40
6. TOTAL EARNED LESS RETAINAGE	\$	241,050.56
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	162,595.93
8. CURRENT PAYMENT DUE	\$	78,454.63
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	887,961.89

AMOUNT CERTIFIED \$ 78,454.63
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: _____ Date: 9/16/2011
 By: Rachel S. Gomez, P.E.

By: [Signature] Date: 9/9/2011
 State of: Louisiana
 County of: Ivangiparona
 Subscribed and sworn to before me this 9 of September, 2011
 Notary Public: Rachel S. Gomez, #81208
Notary Public
Commissioned for Life
Ivangiparona Parish, Louisiana

My Commission expires: at death

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

AMOUNT CERTIFIED \$ 78,454.63
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: _____ Date: 9/16/2011
 By: Rachel S. Gomez, P.E.

This Certificate 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.

AIA DOCUMENT G702 APPLICATION AND CERTIFICATE FOR PAYMENT 1992 EDITION
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1745 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5992

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 PAY REQUEST #4 TO TANK PRO, INC. FOR THE 2010 ELEVATED WATER TANK IMPROVEMENTS

Motion was made by Council Member Gouguet, seconded by Council Member Lane to authorize the payment of Pay Request # 4 to Tank Pro, Inc. in the amount of \$64,267.50 for the 2010 Elevated Water Tank Improvements.

TANK PRO, INC. 5500 Watermelon Road NORTHPORT, ALABAMA 35473					PAGE 1 OF 3			
PERIODIC ESTIMATE FOR PARTIAL PAYMENT								
NAME AND LOCATION OF PROJECT City of Picayune, MS 250,000 & 500,000 Elevated Water Tanks								
PERIODIC ESTIMATE NO. 4			August 31, 2011 - September 15, 2011					
1. COST OF WORK COMPLETED TO DATE UNDER ORIGINAL CONTRACT ONLY								
Entries must be limited to work and costs under the original contract only. (Work and cost data under change orders is to be shown in Part 2 of this form) Columns (1) through (5). Enter figures from contract documents. Columns (6) and (7). Show all work completed this period under original contract. Column (8) and (9). Show all work completed to date under original contract.								
ITEM NO. (1)	DESCRIPTION OF ITEM (2)	CONTRACT			COMPLETED PER#3		COMPLETED TO DATE	
		QUANT. (3)	COST PER UNIT (4)	TOTAL COST UNIT (5)	QUANT. (6)	TOTAL COST (7)	QUANT. (8)	TOTAL COST (9)
1	Stemwood Tank (250,000 Multi Column)							
1	Mobilize	1	10,000.00	\$ 10,000.00	0%	\$ -	100%	\$ 10,000.00
2	Sandblast and prime tank exterior	1	55,000.00	\$ 55,000.00	0%	\$ -	100%	\$ 55,000.00
3	Exterior Intermediate	1	14,381.00	\$ 14,381.00	0%	\$ -	100%	\$ 14,381.00
4	Exterior Finish	1	14,382.00	\$ 14,382.00	0%	\$ -	100%	\$ 14,382.00
5	Sandblast and prime tank interior (wet area)	1	45,000.00	\$ 45,000.00	0%	\$ -	100%	\$ 45,000.00
6	Interior Intermediate	1	11,963.00	\$ 11,963.00	0%	\$ -	100%	\$ 11,963.00
7	Interior Finish	1	11,963.00	\$ 11,963.00	0%	\$ -	100%	\$ 11,963.00
8	Tank Shroud	1	15,000.00	\$ 15,000.00	0%	\$ -	100%	\$ 15,000.00
9	Install safety climb devices on all ladders	1	1,200.00	\$ 1,200.00	0%	\$ -	100%	\$ 1,200.00
10	weld tower standoffs	1	1,000.00	\$ 1,000.00	0%	\$ -	100%	\$ 1,000.00
11	Replace roof vent	1	2,250.00	\$ 2,250.00	0%	\$ -	100%	\$ 2,250.00
12	Weld roof ladder to tank	1	650.00	\$ 650.00	0%	\$ -	100%	\$ 650.00
13	Pit Repair (epoxy filler)	300 Sq"	5.00	\$ 1,500.00	0%	\$ -	0%	\$ -
14	Pit Repair (welded)	300 Sq"	8.00	\$ 2,400.00	0%	\$ -	0%	\$ -
15	Drill 1/2" holes in Balcony for drainage	15	13.32	\$ 200.00	0%	\$ -	100%	\$ 200.00
16	Install climb prevention device on tower ladder	1	900.00	\$ 900.00	0%	\$ -	100%	\$ 900.00
17	Double obstruction light	1	3,115.00	\$ 3,115.00	0%	\$ -	0%	\$ -
18	Caulk lap seams	1	3,115.00	\$ 175.00	0%	\$ -	100%	\$ 175.00
	TOTAL STEMWOOD TANK			\$ 191,079.00		\$ -		\$ 184,064.00
1	Meadowgreen Tank (500,000 Hydropllar)							
1	Mobilize	1	10,000.00	\$ 10,000.00	0%	\$ -	100%	\$ 10,000.00
2	Sandblast and prime tank exterior	1	78,100.00	\$ 78,100.00	50%	\$ 39,050.00	100%	\$ 78,100.00
3	Exterior Intermediate	1	21,012.00	\$ 21,012.00	0%	\$ -	0%	\$ -
4	Exterior Finish	1	21,012.00	\$ 21,012.00	0%	\$ -	0%	\$ -
5	Sandblast and prime tank interior (wet area)	1	57,200.00	\$ 57,200.00	50%	\$ 28,600.00	50%	\$ 28,600.00
6	Interior Intermediate (wet area)	1	15,400.00	\$ 15,400.00	0%	\$ -	0%	\$ -
7	Interior Finish (wet area)	1	15,400.00	\$ 15,400.00	0%	\$ -	0%	\$ -
8	Patch paint interior rusted areas (dry area)	200SF	11.43	\$ 2,290.00	0%	\$ -	0%	\$ -
9	Caulk lap seams and Roof support beams	1	800.00	\$ 800.00	0%	\$ -	0%	\$ -
10	Replace vent screen	1	50.00	\$ 50.00	0%	\$ -	0%	\$ -
11	Pit Repair (epoxy filler)	250 Sq"	5.00	\$ 1,250.00	0%	\$ -	0%	\$ -
12	Pit repair (welded)	250 Sq"	8.00	\$ 2,000.00	0%	\$ -	0%	\$ -
13	Double obstruction light	1	3,115.00	\$ 3,115.00	0%	\$ -	0%	\$ -
	TOTAL MEADOWGREEN TANK			\$ 227,629.00		\$ 67,650.00		\$ 116,700.00
	TOTAL OF COST COLUMNS			\$ 418,708.00		\$ 67,650.00		\$ 300,764.00

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2. SCHEDULE OF CONTRACT CHANGE ORDERS List every change order issued to date of this request even if no work has been done under one or more such orders.			ADDITIONS TO ORIGINAL CONTRACT PRICE		DEDUCTIONS FROM CONTRACT PRICE AS SHOWN ON CHANGE ORDERS (6)
CONTRACT CHANGE ORDER		DESCRIPTION (3)	TOTAL COST OF ITEMS ADDED BY CHANGE ORDER (4)	COST OF CHANGE ORDER ITEMS COMPLETED TO DATE (5)	
NO. (1)	DATE (2)				
TOTALS					

3. ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE

(a) Original contract amount (Col. 5-front of this form) _____	\$ 418,708.00
(b) Plus: Additions scheduled in column 4 above _____	\$ 0.00
(c) Less: Deductions scheduled in column 6 above _____	\$ -
(d) Adjusted contract amount to date _____	\$ 418,708.00

4. ANALYSIS OF WORK PERFORMED

(a) Cost of original contract work performed to date (Col. 9-front of this form) _____	\$ 300,764.00
(b) Extra work performed to date (Col. 5 above) _____	\$ 0.00
(c) Total cost of work performed to date _____	\$ 300,764.00
(d) Add: Materials stored at close of this Period (Attach detail Schedule) _____	\$ -
(e) Subtotal of (c) and (d) _____	\$ 300,764.00
(f) Less: Amount retained in accordance with contract terms 5% _____	\$ 15,038.20
(g) Net Amount Eamed to Date _____	\$ 285,725.80
(h) Less: Amount of previous payments _____	\$ 221,458.30
(i) BALANCE DUE THIS PAYMENT _____	\$ 64,267.50

5. CERTIFICATION OF CONTRACTOR

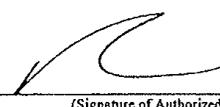
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with work covered by prior Applications for Payment numbered 1 through 8 inclusive; and (2) title to all materials and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced Contract and/or duly authorized deviations, substitutions, alterations, and/or additions; that the foregoing is a true and correct statement of the contract amount up to and including the last day of the period covered by this Periodic Estimate; that no part of the "Balance Due This Payment" has been received, and that the undersigned and his subcontractors have - (check applicable time)

a. _____ Complied with all the labor provisions of said contract.

b. _____ Complied with all the labor provisions of said contract except in those instances where an honest dispute exists with respect to said labor provisions. (If (b) is checked, describe briefly nature of dispute.)

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TANK PRO, INC. _____ (Contractor)	By  _____ (Signature of Authorized Representative)
Sept. 15, 2011	Title _____ PRESIDENT
<p>6. ENGINEER'S RECOMMENDATION</p> <p>I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor; that all work and/or material included in this Periodic Estimate has been inspected by me and/or by my duly authorized representative or assistants and that it has been performed and/or supplied in full accordance with requirements of the referenced contract; and that partial payment claimed and requested by the contractor is correctly computed on the basis of work performed and/or material supplied to date and payment of the BALANCE DUE THIS PAYMENT is recommended.</p>	
BY: _____ PROJECT REPRESENTATIVE DATE: _____	BY: _____ PROJECT ENGINEER DATE: _____
<p>7. OWNER'S APPROVAL OF PAYMENT</p> <p>APPROVED: _____ DATE: _____</p> <p>APPROVED: _____ DATE: _____</p>	

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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 PAY REQUEST #11 FROM HUEY STOCKSTILL ON THE 2010 CITY WIDE PAVING PROJECT

Motion was made by Council Member Breland, seconded by Council Member Lane to authorize Pay Request #11 from Huey Stockstill, Inc. and Certified Fuel Adjustment Calculation Sheet for the 2010 City Wide Paving Project in the amount of \$1,246,389.48.

Page 1

<p>Application and Certificate For Payment</p> <p>To Owner: CITY OF PICAYUNE 815 N BEECH ST PICAYUNE, MS 39466</p> <p>From (Contractor): HUEY STOCKSTILL, INC P. O. BOX 758 130 HUEY STOCKSTILL ROAD PICAYUNE, MS 39466</p> <p>Phone: 601.798-2981</p>	<p>Project: 2010 CITY OVERLAY PROJECT PICAYUNE, MS</p> <p>Contractor Job Number: 10097</p> <p>Via (Architect):</p> <p>Contract For:</p>	<p>Application No: 11</p> <p>Period To: 09/15/11</p> <p>Architect's Project No:</p> <p>Contract Date:</p> <p>Date: 09/15/2011</p>
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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	4,393,509.50	
Retainage		
5.0% of completed work	219,675.48	
0.0% of stored material	0.00	
Total retainage	219,675.48	
Total earned less retainage	4,173,834.02	
Less previous certificates of payment	2,927,444.54	
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	1,246,389.48	
Balance to finish, including retainage	2,185,051.43	

Contractor: _____

By: *[Signature]* **Date:** 9-20-11

State of: MISSISSIPPI **County of:** Pearl River

Subscribed and sworn to before me this 20th day of September, 2011 (year). **Notary Public:** *[Signature]*

My commission expires _____

Architect's Certificate for Payment: *[Signature]* **Date:** _____

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies that the Owner has to the best of the Architect's knowledge, information and belief the work 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.

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

Amount Certified: \$ _____

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 MAYOR TO EXECUTE THE REQUEST FOR CASH TO SAMPLE, HICKS & ASSOCIATES FOR PROJECT # R-103-297-01-KED

Motion was made by Council Member Breland, seconded by Council Member Watkins to authorize Mayor to execute the Request for Cash in the amount of \$8,500.00 to Sample, Hicks and Associates for Project # R-103-297-01-KED.

09/28/2011 WED 9:12 FAX 6019320237 Sample, Hicks&Associates

003/006

SAMPLE, HICKS & ASSOCIATES, INC.

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

Invoice

Date	Invoice #
9/26/2011	09/2011-11

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

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	2006 KATRINA CDBG -ED PROJECT #R-103-297-01-KED (AVON ENGINEERS/FAB. INC CONSTRUCTION IS 75% COMPLETE	8,500.00	8,500.00
		Total	\$8,500.00

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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.

MOTION TO ACCEPT THE FY 2011 MUNICIPAL COMPLIANCE QUESTIONNAIRE

Motion was made by Council Member Watkins, seconded by Council Member Lane to accept the FY 2011 Municipal Compliance Questionnaire.

Municipal Compliance Questionnaire

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

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

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

Information

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

1. Name and address of municipality:
CITY OF PICAYUNE
815 N. BEECH ST. PICAYUNE, MS 39466
2. List the date and population of the latest official U.S. Census or most recent official census:
POPULATION - 10,878 (SEE ATTACHED)
3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
SEE ATTACHED
4. Period of time covered by this questionnaire:
From: OCTOBER 1, 2010 To: SEPTEMBER 30, 2011
5. Expiration date of current elected officials' term: JUNE 2013

2010 Demographic Profile

MS - Picayune city

Population		Population by Sex/Age	
Total Population	10,878	Male	5,060
		Female	5,818
		Under 18	2,802
		18 & over	8,076
		20 - 24	756
		25 - 34	1,410
		35 - 49	1,897
		50 - 64	2,060
		65 & over	1,656
Housing Status (in housing units unless noted)		Population by Ethnicity	
Total	4,891	Hispanic or Latino	333
Occupied	4,316	Non Hispanic or Latino	10,545
Owner-occupied	2,534		
Population in owner-occupied (number of individuals)	6,394	Population by Race	
Renter-occupied	1,782	White	6,449
Population in renter-occupied (number of individuals)	4,375	African American	3,996
Households with individuals under 18	1,244	Asian	66
Vacant	575	American Indian and Alaska Native	32
Vacant: for rent	233	Native Hawaiian and Pacific Islander	4
Vacant: for sale	96	Other	122
Vacant: for seasonal/recreational/occasional use	41	Identified by two or more	209

<u>Name</u>	<u>Title</u>	<u>Precinct</u>	<u>Address</u>	<u>Phone No.</u>
Ed Pinero	Mayor	-	921 Tung Tree, Picayune, MS 39466	601-749-0338
Larry Watkins	Council Member	1	1112 Highland Drive, Picayune, MS 39466	601-798-0147
Lynn Bogan Bumpers	Council Member	2	606 Buren Avenue, Picayune, MS 39466	601-798-3371
Jason Todd Lane	Council Member	3	200 Longstreet, Picayune, MS 39466	601-347-2739
Larry E. Breland, Sr.	Council Member	4	506 Rosa Street, Picayune, MS 39466	601-798-5993
Wayne Gouguet	Council Member	5	922 Tung Tree, Picayune, MS 39466	601-798-6078
Jim Luke	City Manager	-	143 North Hill Dr., Carriere, MS 39426	601-347-9432
Priscilla Daniel	City Clerk	-	6013 Belle Fontaine, Ocean Springs, MS 39564	601-543-5611
Nathan Farmer	City Attorney	-	120 Goodyear Blvd, Picayune, MS 39466	601-590-1166
Eric Morris	Director of Public Works	-	226 Ozona Rd., Carriere, MS 39426	601-273-2039

MUNICIPAL COMPLIANCE QUESTIONNAIRE
 Year Ended September 30, 20__

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

PART I - General

- | | |
|---|---|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) | Y |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) | Y |
| 3. Are municipal records open to the public? (Section 25-61-5) | Y |
| 4. Are meetings of the board open to the public? (Section 25-41-5) | Y |
| 5. Are notices of special or recess meetings posted? (Section 25-41-13) | Y |
| 5. Are all required personnel covered by appropriate surety bonds? | Y |
| · Board or council members (Sec. 21-17-5) | Y |
| · Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) | Y |
| · Municipal clerk (Section 21-15-38) | Y |
| · Deputy clerk (Section 21-15-23) | Y |
| · Chief of police (Section 21-21-1) | Y |
| · Deputy police (Section 45-5-9) (if hired under this law) | Y |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) | Y |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) | Y |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) | Y |
| 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) | Y |
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) | Y |

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12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) Y
- PART II - Cash and Related Records**
1. Where required, is a claims docket maintained? (Section 21-39-7) Y
2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y
3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) Y
4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) Y
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) Y
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y
8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) Y
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Y

IV-B2

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- 11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y
- 12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y
- 13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y
- 14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y
- 15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y
- 16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] Y
- 17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) Y
- 18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y
- 19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

PART III - Purchasing and Receiving

- 1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y
- 2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y
- 3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] Y
- 4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

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PART IV - Bonds and Other Debt

- | | | |
|----|--|--------------|
| 1. | Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) | Y
----- |
| 2. | Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) | Y
----- |
| 3. | Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) | N/A
----- |
| 4. | Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) | Y
----- |
| 5. | Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) | Y
----- |

PART V - Taxes and Other Receipts

- | | | |
|----|--|------------|
| 1. | Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) | Y
----- |
| 2. | Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) | Y
----- |
| 3. | Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) | Y
----- |
| 4. | Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) | Y
----- |
| 5. | Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) | Y
----- |
| 6. | Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) | Y
----- |
| 7. | Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) | Y
----- |
| 8. | Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) | Y
----- |

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REGULAR MEETING OCTOBER 4, 2011

- | | |
|--|----------|
| 9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) | <u>Y</u> |
| 10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) | <u>Y</u> |
| 11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) | <u>Y</u> |
| 12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) | <u>Y</u> |
| 13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) | <u>Y</u> |
| 14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) | <u>Y</u> |
| 15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) | <u>Y</u> |

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(MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2011

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

(City Clerk's Signature)

(Mayor's Signature)

10/4/11

(Date)

10/4/11

(Date)

Minute Book References:

Book Number _____

Page _____

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

IV-B7

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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 ALLOW COURT FINES/FEEES TO BE PAID ONLINE WITH SYSCON

Motion was made by Council Member Gouguet, seconded by Council Member Lane to approve request to allow court fines/fees to be paid online and authorize Syscon to initiate ACH transactions (credits only) for said payments.

ACH Authorization Form

CUSTOMER INFORMATION

NAME: CITY OF PICAYUNE
(Please Print or Type)

TIN: 64-6000972

I hereby authorize: Syscon, Inc.

To initiate: [] debit / drafts [XXX] credits / payments

To my: [XXX] checking account [] savings account

I understand that, if necessary, an adjusting debit or credit entry may be made to correct an error.

I also authorize the financial institution named below to credit and/or debit my account for the correcting entries. I duly certify that I am an authorized signer of said account and have the right to enter into this agreement.

ACCOUNT INFORMATION

NAME OF BANK: HANCOCK BANK

CITY / STATE: PICAYUNE, MS

BANK ROUTING NUMBER: 065503681

ACCOUNT NAME: GENERAL FUND

ACCOUNT NUMBER: 044658248

This authority will remain in full force and effect until such time as Syscon, Inc. has received written notification from me that the draft authorization has been revoked. It is further provided that written notification of termination, by either party, shall be provided in such time and manner as to afford either party reasonable opportunity to act on it.

Edward Pireno
Signature of account owner

10/4/11
Date

Please attach a voided check

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**Online Citation Payment Addendum
Syscon Merchant Account**

Entity Name ("Customer"): CITY OF PICAYUNE
Address: 815 N. BEECH ST.
City, State, ZIP: PICAYUNE, MS 39466

Syscon, Inc. ("Syscon")
94 McFarland Blvd
Northport, AL 35476

This document serves as an addendum to that certain "Professional Services Agreement" entered by and between Customer and Syscon on or about the 4th day of OCTOBER, 2011, which shall remain unaffected and unmodified hereby as these terms are merely additional to the terms and conditions of that Professional Services Agreement.

1. Agency. Customer appoints Syscon as its agent for the online payment of citations from defendants who choose to make use of the service.

2. Collection. Syscon accepts the appointment and provides Customer with 2 payment options of which Customer selects one.

_____ Within 5 days of the end of each calendar month (or the next banking day if the 5th day falls on a non-banking day), Syscon will mail a check to Customer for the total collected on Customer's behalf during the previous month.

On each Monday and the 1st of each month (or the next banking day if the scheduled day falls on a non-banking day), Syscon will deposit to Customer's designated bank account the total collected on Customer's behalf since the last deposit. Customer must also complete and sign the attached ACH Authorization Form required by our bank.

Regardless of the payment option selected, Syscon will also provide Customer with a detailed report of the payments received from defendants that comprise the payment/deposit amount.

3. Case Processing Fee. For the services performed, Customer authorizes Syscon to charge a case processing fee to defendants. This fee is currently 8.5% and is subject to change by Syscon. There are no fees to be charged by Syscon to Customer for this service.

4. Fee Changes. The case processing fee may be changed by Syscon at any time upon fourteen (14) days prior written notice to Customer.

5. Settlement. Customer accepts full financial responsibility for the amount of any transactions returned unpaid to Syscon (exclusive of the case processing fee), irrespective of the reason for the return. In settlement of each transaction returned unpaid, Customer authorizes Syscon to deduct the unpaid amount (exclusive of the case processing fee) from Customer's next deposit.

6. Acknowledgement. Customer acknowledges and accepts the online processing capabilities provided by Syscon for the state in which Customer's court is located and understands that Syscon does not provide customization of the online payment system based upon any local rules of Customer's court.

7. Term and Termination. The term of this Addendum shall run concurrently with the term of Customer's Professional Services Agreement with Syscon. This Addendum can be terminated by either party for any reason with ten (10) days notice to the other party. Upon termination, all rights and obligations hereunder shall cease except Customer's obligations to pay for any items returned in accordance with paragraph 5 after the effective date of termination. To help cover potential returned items, Syscon shall be entitled to withhold from Customer's final deposit an amount of \$1,000 ("return reserve") for a period of four (4) months. Syscon shall forward to Customer return item verification for any amounts deducted from the return reserve.

10/29/10



ACCEPTED BY Customer:

Authorized Signature: Ed Pinero

Name: ED PINERO

Title: MAYOR

Date: 10/4/11

ACCEPTED BY Syscon, Inc:

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

10/29/10

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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 REQUEST TO ALLOW FOR CONVERSION OF PAPER DOCUMENTS TO ELECTRONIC FORMAT

Motion was made by Council Member Watkins, seconded by Council Member Gouquet to approve request to allow for conversion of paper documents to electronic

format and disposal or destruction of said documents after conversion as allowed by MS State Code 21-15-37.

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.

AMEND AGENDA TO ACCEPT BID TABULATIONS FOR THE SALE OF SURPLUS REAL PROPERTY

Motion was made by Council Member Breland, seconded by Council Member Lane to amend agenda to accept the Bid Tabulations for the sale of Surplus Real Property.

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 DENY BID FOR 516 CARTER STREET

Motion was made by Council Member Watkins, seconded by Council Member Lane to deny the one bid received for 516 Carter Street by Mark Gibson in the amount of \$2001.

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 ACCEPT BEST BID FOR VIRGINIA AVENUE PROPERTY

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept the best bid for Virginia Avenue Property received by Hasani Bolden in the amount of \$2,800.00.

CITY OF PICAYUNE

BID TABULATION FORM

DATE: 10-4-11

PROJECT NAME: Sale of Property on Virginia Avenue Parcel #6171110010306400

PROJECT NO.

ATTENDING STAFF:
 1. Priscilla C. Daniel 5.
 2 Harvey Miller 6.
 3 Amber Hinton 7.
 4. 8.

	BIDDER	TOTAL BID	BID BOND	AFFIDAVIT	ADDENDA
1.	Hasani Bolden	\$2,800			
2.	Mark Gibson	\$2,001			
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

REGULAR MEETING OCTOBER 4, 2011

October 4, 2011

To the City of Picayune,

I, Hasani Bolden am placing a bid on a parcel of land owned by the City of Picayune, which is now for sale.

The parcel is located on the left side of Virginia Ave, and parcel number is 6176140040304200.

I am placing a bid of **\$2,800.00** on the parcel described above.

Submitted by:

Hasani Bolden

A handwritten signature in black ink, appearing to read "H. Bolden".

IF you need any more info please call me at 601-916-9790

**COURT PROPERTIES, INC.
2001 HWY 11 NORTH
PICAYUNE, MS. 39466
601-590-3400**

October 3, 2011

OFFER LETTER

City of Picayune
815 N Beech St
Picayune, MS 39466

Re: Parcel # 6176140040304200
PPIN # 26935

We would like to formally offer \$ 2,001.00 (Two Thousand One Dollar and 00/100) on Parcel # 176140040304200 PPIN # 26935, Virginia Ave, Section 14, Township 06S, Range 17W.

Respectfully,


Mark Gibson

The following roll call was made:

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

VOTING NAY: Council Member Gouguet

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

**APPROVE MAINTENANCE/REPAIR AGREEMENT BETWEEN THE CITY OF
PICAYUNE AND REMOTE SYSTEMS INTERGRATION**

Motion was made by Council Member Breland, seconded by Council Member Lane to approve Maintenance/Repair Agreement between the City of Picayune and Remote Systems Integration (RSI) for maintenance and repairs at the Picayune Airport.



PO Box 1260 Millington, TN 38083 (800) 261-1774

www.remotesys.com

Andy Greenwood
Picayune Airport
Picayune, Mississippi

June 20, 2011

Per your request, I have enclosed a 2012 contract for the FAA required maintenance and repair on the KMJD AWOS located at Picayune Airport. The FAA requires all AWOS sites utilized in the National Airspace System to undergo periodic calibration and maintenance checks by an FCC licensed and FAA certified maintenance firm.

RSI has all the needed FAA and FCC licenses and certifications for your facility.

Remote Systems Integration has been successfully servicing you AWOS and keeping it FAA compliant since installation, and we would like to continue that service.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Nichols", written in a cursive style.

Tom Nichols
Remote Systems Integration
Millington, TN

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PO Box 1260 Millington, TN 38083 (800) 261-1774 www.remotesys.com

MAINTENANCE / REPAIR AGREEMENT

Total three (3) pages plus exhibit A

For: Picayune Airport
Picayune, MS

Facility or System: **Automated Weather Observations System (AWOS) KMJD**

Start date: 10-1-2011

End date: 9-30-2012

Details of charges:

AWOS maintenance per year: **\$ 2400.00**

Includes no-charge unscheduled repair / maintenance trips subject to limitations herein

For catastrophic non-covered failures the following charges apply:

Trip charge: **\$ 800.00**

Non-covered unscheduled maintenance / repairs, per day beginning on 2nd on-site day: **\$ 500.00**

Payment terms: net 30 days

This agreement subject to attached Terms and Conditions.

Customer CITY OF PICAYUNE

Remote Systems Integration

By: _____

By: _____

Print name: Ed Piner

Print name: _____

Title: MAYOR

Title: _____

Date: 10-4-2011

Date: _____

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This agreement is entered into by the "Customer" and Remote Systems Integration "RSI" subject to the terms and conditions hereinafter set forth and agreed upon by both parties as follows:

- **TERM OF AGREEMENT:** This agreement shall become effective on the 'start date', and unless terminated under provisions listed herein shall remain in effect for the period set out between the 'start date' and 'end date'
- **RENEWAL OF AGREEMENT:** This agreement shall renew automatically for one (1) year at the 'end date' unless at least sixty (60) days prior to the 'end date' either party gives notice that the agreement will be terminated at the 'end date' or any subsequent expiration date as a result of the automatic renewal.
- **SCHEDULED MAINTENANCE:** The term 'scheduled maintenance' defines all periodic inspections required by the manufacturer or controlling government authority of sites under such jurisdiction.
- **UNSCHEDULED MAINTENANCE:** Site trips required to restore the facility to full operation after a failure of the system or any subsystem.

The following incidents are EXCLUDED from no-charge unscheduled maintenance visits:

Major damage resulting from lightning, severe weather, misuse or abuse of equipment, collision with any type of vehicle or machinery, and criminal activity. Major damage is defined as a failure of the entire system or multiple subsystems or structural damage requiring more than two (2) days on-site repair or requiring subcontractors such as civil and electrical. Subcontractor charges will be billed.

The addition or removal of any component or accessory, improvement, or attachment required by the manufacturer or controlling government authority.

Specific request for changes to operating settings, configurations, and adjustments to the system unless performed during a normal inspection or maintenance visit.

- **PARTS:** Scheduled maintenance shall include without additional charge all necessary expendable parts to perform the required inspections and facility maintenance such as touch-up tower paint, cable ties, clamps, wire terminals, weatherproofing tape and sealant, and fuses. Replacement of major parts and components or parts necessary for periodic refurbishment per manufacturer's requirements will be coordinated, installed, and billed by RSI.
- **CHARGES:** Charges for each type of service are set forth in Page 1 of this agreement. Charges listed on Page 1 are exclusive of any applicable federal, state, or local taxes. Annual agreement charges are billed quarterly, with billable maintenance billed when work is completed.
- **WARRANTY:** RSI warrants all workmanship for a period of 30 days from date performed. Parts are warranted in accordance with the manufacturer's warranty.
- **CUSTOMER RESPONSIBILITY:** The customer agrees to allow only RSI personnel or those authorized by RSI access to the facility or system, with the exception of any representative of any controlling government agency or other legally authorized entity such as law enforcement personnel. Customer further agrees to perform any user maintenance as required by the manufacturer or controlling government agency. Customer agrees that RSI will follow any directive or order concerning the facility made by the controlling government authority (such

!!!

RSI will perform periodic scheduled inspection / calibration visits as specified in the FAA Order concerning maintenance of Automated Weather Observations Systems. The annual visit on or near the anniversary of the site commissioning will be coordinated with the Federal Aviation Administration and an FAA inspector will be present during the inspection to revalidate the facility for the coming year. Other inspections will be performed on a minimum 60 to maximum 150 day intervals. These inspections consist of comparing all sensors to calibrated standards or test equipment and verifying proper operation of the system, along with parameters such as Ground-To-Air radio power and modulation limits. All repairs, adjustments, and measurements made during these visits will be documented on the appropriate FAA or factory forms, and copies of these forms forwarded to the FAA as required. All work will be done in accordance with FAA and FCC regulations and good engineering practice.

RSI will respond to any maintenance call as outlined in the 'response time' section of the contract, and will repair or replace any defective component with charges for parts only for all 'covered maintenance' items. The FAA allows a window of time for scheduled inspections, and if the maintenance visit falls within a window for such an inspection, it shall also be performed at that time.

Routine site verification:

RSI will check the facility using the Remote Maintenance Monitor Functions periodically, however the FAA requires that the facility be monitored as much as necessary to ensure proper operation and that information transmitted to users is representative of actual weather conditions. **It is the customer's responsibility to monitor the facility and to notify the appropriate Flight Service Station for the issuance of a NOTAM (Notice to Airmen) and to disable the facility if directed should the facility report erroneous data. RSI authorizes the customer to take any reasonable action to prevent the facility from compromising flight safety without liability or charges under this contract.**

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as the FAA in the case of airport navigation or weather observation equipment) regardless of whether this directive or order conflicts with any directives or requests by the customer.

- **RESPONSE TIME:** RSI will initiate response as soon as possible when notified of a facility failure. RSI will not be liable for any delay from cause or causes beyond the reasonable control of RSI, including but not limited to any natural or man-made disasters, severe weather, communications or other equipment failures, regulation or orders of government, or delays caused by the unavailability of RSI personnel due to service calls received prior to customer call. Calls are handled in the order received with outages having priority.
- **METHODS OF WORK:** RSI will perform required inspections as dictated by the manufacturer and/or controlling government agency as specified in the attached Exhibit A for this particular facility. All inspections and repair will conform to government agency regulations, manufacturer's specifications, and good engineering practice. Instances where a maintenance call is made to the facility, the normal routine inspections will also be made if possible where such a maintenance call falls within any time windows specific for that facility. However, RSI will immediately respond to controlling government agency instructions or any instance where the safety of users of the equipment may be jeopardized without regards to the above. Customer agrees to cover any applicable charges when such directive fall under 'unscheduled maintenance'.
- **HOLD HARMLESS:** Customer agrees to indemnify and save harmless RSI in respect to any claims, suits, demands, or any similar actions for any bodily injury, death or property damage which is based in any part on negligence, faults, acts, or omission by customer or any of its agents, servants, or employees, and represents that customer is carrying adequate insurance to cover any such liabilities.
- **NON-PAYMENT or DEFAULT:** RSI may terminate this agreement at any time for failure of the customer to pay for services rendered and billed under this agreement.
- **PROCEDURES FOR NOTIFICATION OF FAILURE:** In the event of a facility failure, the customer shall so notify RSI as soon as practical via the following methods:
 - Telephone / voice mail (800) 261-1774 Option 2 (primary and preferred)
 - e-mail: info@remotesys.comRSI will notify the customer of receipt of the failure notification as soon as it is received. Notifications not acknowledged are not valid. Any new contact names and numbers will be furnished to customer when available.
- **MISCELLANEOUS:** This agreement is covered under the laws of the State of Tennessee and constitutes the entire agreement between the parties listed on page 1. This agreement may only be modified in writing signed by authorized representatives of both parties. This agreement may not be assigned or transferred without agreement of both parties except adjunct to the sale of a substantial part of RSI or the customer business.

EXHIBIT A

Specific services for Automated Weather Observation Systems used in the National Airspace System and recognized by the Federal Aviation Administration:

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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 T-HANGAR LEASE AGREEMENT BY AND BETWEEN CITY OF PICAYUNE AND RUSS SHARPE

Motion was made by Council Member Gouguet, seconded by Council Member Lane to approve T-Hangar Lease Agreement by and between City of Picayune and Russ Sharpe and authorize Mayor to sign the same.

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement made and entered into this, the 4th day of October 2011 by and between the City of Picayune, hereinafter referred to as "Lessor" and Russ Sharpe, hereinafter referred to as the "Lessee",
WITNESSETH:

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

1. **PREMISES**

Lessor does hereby lease and let to Lessee T-Hangar No. J-6 located at the Picayune Municipal Airport, Picayune, Mississippi, together with reasonably necessary rights of access across Lessor's adjoining areas. Lessee has inspected the T-Hangar and accepts the T-Hangar in its present condition.

2. **TERMS**

The term of this Agreement shall be month-to-month, with the term to begin on the 4th day of October 2011, and continue thereafter each month until either party gives notice of termination or default by Lessee. Either party may terminate this Agreement by giving thirty(30) days written notice to the other party of its intent to terminate this Agreement, regardless of breach or compliance of either party.

3. **RENT**

Lessee shall pay, as rent for the use of the described Hangar, the amount of \$275.00 per month in advance on the first day of each month plus a \$275.00 hangar deposit fee is due at the inception of this contract. If Lessee chooses the

annual payment method, a fee of \$3300.00 is due at the inception of the contract and said rent shall be payable by mail to the Picayune Municipal Airport, 815 North Beech Street, Picayune, Mississippi 39466, or by personal delivery to the Picayune Municipal Airport office at 148 Runway Road, Picayune, Mississippi. Lessor may change the rent from time-to-time by giving the Lessee a thirty-days written notice.

4. **REPAIRS AND MAINTENANCE**

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

5. **USE OF PREMISES**

The hangar whereby leased shall be used only for the storage of aircraft owned or leased by Lessee. No maintenance of the stored aircraft shall be conducted in the Hangar except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic. Lessee further agrees that no commercial aviation activities shall be conducted at the Picayune Municipal Airport without the express written permission of the Lessor. Commercial Aviation activities include, but are not limited to aircraft rental, charter, aircraft leasing, flight instruction, aerial survey and aerial photography, etc. The storage of fuel or other flammable materials in the Hangar

is strictly prohibited. The Lessee shall not engage in any illegal activity and shall abide by all Federal, State, and FAA regulations and the City of Picayune Airport Minimum Standards and Rules and Regulations.

6. **INDEMNIFICATION**

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

7. **INSPECTION**

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

8. **SECURITY**

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

9. **UTILITIES**

At its own expense, Lessee shall be responsible for the connection of electric services for the Hangar. Lessee shall pay as the same becomes due directly to the electricity provider. Failure to pay for such utilities will be considered default under the terms of this lease. Lessee shall use light fixtures for its intended purpose only and shall not alter the existing electrical facilities.

Lessee shall not operate any air conditioners, refrigerators, large heaters, or other similar appliances. Outlets, when available, may be used only for operation of droplights, small hand tools, etc. No permitted electrical appliances or other electrical devices shall be connected into the outlet when the Lessee is not present. Lessee will provide basic water and sewer services to the hangar.

10. **HAZARDOUS SUBSTANCES**

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

11. **SUBLEASE/ASSIGNMENT**

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

12. **DEFAULT**

In the event Lessee shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days

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

13. FORCE MAJEURE

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

14. INSURANCE

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

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

15. SURRENDER OF PREMISES

Upon expiration of this Agreement for any reason, Lessee shall peacefully surrender and deliver possession of the leased premises to Lessor in as good condition and repair as at the inception of this Agreement, normal wear and tear accepted.

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16. **NOTICES**

Should any notices be required to be given to the respective parties, the notice shall be given in writing by registered or certified mail at the following addresses or at such other addresses as may be substituted by subsequent notices to-wit:

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

At to Lessee: Russ Sharpe
104 Aline St.
New Iberia, LA 70560
337-201-9943

WITNESS the signatures of the parties hereto, this the 4th day of October, 2011.

LESSOR: CITY OF PICAYUNE

BY: _____
Ed, Pinero, Mayor

ATTEST:

Priscilla Daniel, City Clerk

LESSEE: _____

WITNESS:

no

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 Breland, 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 ENTER INTO EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTER & POSSIBLE LITIGATION

Motion was made by Council Member Breland seconded by Council Member Lane to enter into executive session to discuss personnel matter and contractual matter.

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 EXIT EXECUTIVE SESSION

Motion was made by Council Member Lane, seconded by Council Member Watkins to exit 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.

APPROVE AGREEMENT BETWEEN THE CITY OF PICAYUNE AND HERITAGE PLASTICS FOR JOINT RESPONSIBILITY FOR THE COST OF REPAIRING A WATER MAIN PROBLEM CAUSED WHEN THE CITY TOOK THE MEADOWGREEN ELEVATED TANK OFF-LINE

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve agreement between the City of Picayune and Heritage Plastics for the City to pay \$9,372.89 or ½ of the cost of repairing a water main problem caused when the City took the Meadowgreen Elevated Tank off-line.

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 Breland, seconded by Council Member Lane to recess until Tuesday, October 18, 2011 at 5:00 pm.

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.

Ed Pinero, Mayor

ATTEST:

Leann Smith, Deputy City Clerk