

**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, 203 Goodyear Blvd., in said City, Tuesday, January 7, 2014, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Jan Stevens, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton. Council Member Lynn Bumpers was absent.

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

Opening prayer was given by Rev. John Goss, followed by the Pledge of Allegiance led by Mayor Ed Pinero.

ORDER TO APPROVE MINUTES

Motion was made by Council Member Gouguet, seconded by Council Member Valente to approve the Minutes for the City of Picayune dated December 3, 2013.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT

Motion was made by Council Member Gouguet, seconded by Council Member Valente to acknowledge receipt of monthly budget report for the month of December 2013.

**AF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/31/2013**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
351-000-232.14-000-000 FAA-REHABILITATE RUNWAY	600,000	0	0	150,000	(150,000)	0
351-000-341.01-000-000 RENT T-HANGARS	78,660	800	48,900	19,665	29,235	62
351-000-341.02-000-000 GROUND LEASES	12,480	6,900	6,900	3,120	3,780	55
351-000-374.00-000-000 FUEL SALES	6,000	325	1,137	1,500	(363)	19
Total Revenues	697,140	8,025	56,937	174,285	(117,348)	8
Expenditures						
Airport Expenses						
PERSONNEL	57,519	4,091	12,259	14,380	2,121	21
SUPPLIES	500	6	192	126	(66)	38
OUTSIDE SERVICES	55,640	1,234	14,791	13,910	(681)	27
CAPITAL OUTLAY	680,000	0	0	165,000	165,000	0
Total Airport Expenses	773,659	5,331	27,242	193,416	166,174	4
Total Expenditures	773,659	5,331	27,242	193,416	166,174	4
Excess Revenue Over (Under) Expenditures	(76,519)	2,694	29,695	(19,131)	(283,522)	39

**CF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/31/2013**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
406-000-211.00-000-000 RECORDING FEES	300	60	180	75	105	60
406-000-340.00-000-000 INTEREST INCOME	250	0	30	63	(33)	12
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	69,000	5,750	12,667	17,250	(4,583)	18
406-000-392.00-000-000 SALE OF LOTS	20,000	2,289	10,554	5,000	5,554	53
Total Revenues	89,550	8,099	23,431	22,388	1,043	26
Expenditures						
Cemetery Expenses						
PERSONNEL	69,644	4,056	11,486	17,412	5,926	16
SUPPLIES	7,880	180	1,155	1,971	816	15
OUTSIDE SERVICES	3,269	116	384	817	433	12
CAPITAL OUTLAY	76,300	800	8,657	70,900	62,243	11
Total Cemetery Expenses	157,093	5,152	21,682	91,100	69,418	14
Total Expenditures	157,093	5,152	21,682	91,100	69,418	14
Excess Revenue Over (Under) Expenditures	(67,543)	2,947	1,749	(68,712)	(68,375)	3

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**ED Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/31/2013**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
110-043-340.00-000-000 INTEREST INCOME	250	0	150	63	87	60
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	1,420	4,273	0	4,273	0
110-043-341.00-000-000 RENT	48,790	0	0	12,198	(12,198)	0
110-043-341.03-000-000 RAIL SPUR LEASE - SHALE SUPPORT SERV	19,085	0	0	4,771	(4,771)	0
110-402-260.00-000-000 SALES TAX-TOURISM	440,000	33,940	97,980	110,000	(12,020)	22
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,500	50	1,235	625	610	49
110-402-314.06-000-000 PARK TOURNAMENT FEES	1,000	0	0	250	(250)	0
110-402-314.07-000-000 PARK CONCESSION REVENUE	100	0	0	25	(25)	0
110-402-340.00-000-000 INTEREST INCOME-TOURISM	500	0	52	125	(73)	11
110-402-380.00-000-000 TRANSFER FROM OTHER FUNDS	28,000	0	0	7,000	(7,000)	0
Total Revenues	540,225	35,410	103,690	135,057	(31,367)	19
Expenditures						
Sale of Lots Expenses						
OUTSIDE SERVICES	0	1,690	3,967	0	(3,967)	0
Total Sale of Lots Expenses	0	1,690	3,967	0	(3,967)	0
Recreation Expenses						
PERSONNEL	127,352	7,152	20,717	31,839	11,122	16
SUPPLIES	53,500	1,318	16,550	33,325	16,775	31
OUTSIDE SERVICES	114,000	7,925	2,548	28,500	25,952	2
Total Recreation Expenses	294,852	16,395	39,815	93,664	53,849	14
Retirement Development Expenses						
Total Expenditures	294,852	18,085	43,782	93,664	49,882	15
Excess Revenue Over (Under) Expenditures	245,373	17,325	59,908	41,393	(81,249)	24

**GF Statement of Activity - MTD and YTD with Budget
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For 12/31/2013**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
001-000-200.00-000-000 AD VALOREM TAXES-CURRENT	1,299,183	450	1,638	324,796	(323,158)	0
001-000-201.00-000-000 AUTO AND MOBILE HOME	225,871	17,121	47,552	56,468	(8,916)	21
001-000-202.00-000-000 PERSONAL TAXES	414,947	18,796	18,811	103,737	(84,926)	5
001-000-203.00-000-000 AD VALOREM-DELINQUENT	1,000	331	331	250	81	33
001-000-210.00-000-000 PENALTIES & INTEREST	30,000	627	1,762	7,500	(5,738)	6
001-000-214.00-000-000 TAX COLLECTION COSTS	65,300	1,210	2,343	16,325	(13,982)	4
001-000-220.00-000-000 PRIVILEGE LICENSES	40,000	1,250	3,670	10,000	(6,330)	9
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	3,825	450	900	956	(56)	24
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	615,000	29,099	180,764	153,750	27,014	29
001-000-222.00-000-000 BUILDING PERMITS	46,000	4,393	19,778	11,500	8,278	43
001-000-223.00-000-000 PLANNING/ZONING APPLICATIONS	3,450	800	2,632	863	1,769	43
001-000-224.00-000-000 LOT CLEAN UP	20,000	1,588	1,588	5,000	(3,412)	8
001-000-226.00-000-000 RECYCLED MATERIALS REVENUE	0	0	251	0	251	0
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	6,875	(6,875)	0
001-000-245.01-000-000 STATE WIRELESS FUND	8,657	0	0	2,164	(2,164)	0
001-000-247.02-000-000 BULLET PROOF VEST	8,060	0	0	2,015	(2,015)	0
001-000-250.00-000-000 MUNICIPAL-STATE AID	17,500	0	5,425	4,375	1,050	31
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	140,000	0	0	35,000	(35,000)	0
001-000-253.28-000-000 USM PROJECT SAFE	0	4,636	4,636	0	4,636	0
NEIGHBORHOOD GRANT						
001-000-260.00-000-000 GENERAL SALES TAX	4,078,000	326,502	979,929	1,019,500	(39,571)	24
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR LTD	56,136	0	0	14,034	(14,034)	0
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	19,987	488	821	4,997	(4,176)	4
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,831	0	0	458	(458)	0
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	15,000	0	12,000	3,750	8,250	80
001-000-264.00-000-000 PRC ANIMAL SHELTER	6,500	464	1,958	1,625	333	30
001-000-271.00-000-000 ROAD & BRIDGE TAXES	220,000	2,127	5,953	55,000	(49,047)	3
001-000-276.00-000-000 SCHOOL PATROL	120,696	0	0	30,174	(30,174)	0
001-000-288.00-000-000 MUN COURT WARRANT OFFICER	13,000	40	2,803	3,250	(647)	20
001-000-330.00-000-000 COURT FINES & FEES	350,000	371	52,849	87,500	(34,651)	15
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	1,495	4,790	5,625	(835)	21
001-000-336.05-000-000 POLICE EQUIP ASSESSMENTS	1,200	336	781	300	481	65
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	100	0	69	25	44	69
001-000-340.00-000-000 INTEREST EARNED	10,200	40	2,508	2,550	(43)	25
001-000-355.00-000-000 MISCELLANEOUS INCOME	20,000	0	4,320	5,000	(680)	22
001-000-380.07-000-000 TRANSFER FROM CAPITAL PROJECTS FUND	14,000	2,945	3,712	3,500	212	27
001-092-301.00-000-000 BRICK BY BRICK PROGRAM	74,879	0	0	18,720	(18,720)	0
PROCEEDS	0	0	300	0	300	0
001-092-302.00-000-000 DEPOT BRICK PROGRAM	0	0	400	0	400	0
PROCEEDS	0	0	0	0	0	0
001-350-400.60-000-000 FEMA HAZARD MITIGATION	(412,800)	0	0	(103,200)	103,200	0
Total Revenues	7,577,522	415,559	1,365,074	1,894,382	(529,308)	18

Expenditures

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/31/2013**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<u>Municipal Council Expenses</u>						
PERSONNEL	66,113	5,014	14,585	16,529	1,944	22
SUPPLIES	500	47	237	125	(112)	47
OUTSIDE SERVICES	64,150	980	14,952	16,038	1,086	23
CAPITAL OUTLAY	0	0	103,650	0	(103,650)	0
Total Municipal Council Expenses	130,763	6,041	133,424	32,692	(100,732)	102
<u>Municipal Court Expenses</u>						
PERSONNEL	269,077	20,091	57,464	67,270	9,806	21
SUPPLIES	4,000	0	605	1,000	395	15
OUTSIDE SERVICES	54,750	4,767	26,464	13,688	(12,776)	48
Total Municipal Court Expenses	327,827	24,858	84,533	81,958	(2,575)	26
<u>City Attorney Expenses</u>						
PERSONNEL	9,450	718	2,076	2,364	288	22
OUTSIDE SERVICES	20,000	1,249	5,249	5,000	(249)	26
Total City Attorney Expenses	29,450	1,967	7,325	7,364	39	25
<u>City Manager Expenses</u>						
PERSONNEL	97,355	5,319	15,750	24,339	8,589	16
SUPPLIES	7,500	159	804	1,875	1,071	11
OUTSIDE SERVICES	16,300	1,651	3,877	4,075	198	24
Total City Manager Expenses	121,155	7,129	20,431	30,289	9,858	17
<u>General Services Expenses</u>						
PERSONNEL	16,920	1,284	3,764	4,231	467	22
SUPPLIES	7,700	785	3,021	1,925	(1,096)	39
OUTSIDE SERVICES	219,200	64,855	139,735	54,800	(84,935)	64
Total General Services Expenses	243,820	66,924	146,520	60,956	(85,564)	60
<u>Financial Expenses</u>						
PERSONNEL	138,675	12,202	36,052	34,668	(1,384)	26
SUPPLIES	7,500	703	2,444	1,875	(569)	33
OUTSIDE SERVICES	69,400	2,773	8,651	17,351	8,700	12
Total Financial Expenses	215,575	15,678	47,147	53,894	6,747	22
<u>Code Enforcement Expenses</u>						
PERSONNEL	135,346	11,459	34,668	33,838	(830)	26
SUPPLIES	4,300	799	1,768	1,075	(693)	41
OUTSIDE SERVICES	21,650	1,618	6,521	5,414	(1,107)	30
Total Code Enforcement Expenses	161,296	13,876	42,957	40,327	(2,630)	27
<u>Police Administration Expenses</u>						
PERSONNEL	160,493	12,390	36,891	40,123	3,232	23
SUPPLIES	7,500	66	287	1,875	1,588	4
OUTSIDE SERVICES	61,013	3,070	14,908	16,823	1,915	24
CAPITAL OUTLAY	8,657	0	0	2,164	2,164	0
Total Police Administration Expenses	237,663	15,526	52,086	60,985	8,899	22

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/31/2013**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<u>Patrol & Investigations Expenses</u>						
PERSONNEL	1,355,857	118,955	348,584	338,985	(9,619)	26
SUPPLIES	136,250	11,758	35,818	34,063	(1,755)	26
OUTSIDE SERVICES	103,500	10,504	34,270	25,875	(8,395)	33
CAPITAL OUTLAY	7,968	331	1,052	1,892	840	14
Total Patrol & Investigations Expenses	1,603,175	141,548	419,724	400,795	(18,929)	26
<u>Domestic Violence Grant Expenses</u>						
<u>Custody of Prisoners Expenses</u>						
PERSONNEL	133,554	12,486	37,223	33,390	(3,833)	28
SUPPLIES	39,000	3,976	22,275	9,750	(12,525)	57
OUTSIDE SERVICES	15,500	88	660	3,875	3,215	4
Total Custody of Prisoners Expenses	188,054	16,550	60,158	47,015	(13,143)	32
<u>Alcohol Countermeasures Grant Expenses</u>						
<u>Records & Communications Expenses</u>						
PERSONNEL	389,410	29,452	80,189	97,353	17,164	21
SUPPLIES	8,500	297	2,527	2,125	(402)	30
OUTSIDE SERVICES	20,800	657	5,396	5,200	(196)	26
Total Records & Communications Expenses	418,710	30,406	88,112	104,678	16,566	21
<u>School Patrol Expenses</u>						
PERSONNEL	118,810	13,551	38,880	29,703	(9,177)	33
SUPPLIES	6,500	1,567	3,124	1,625	(1,499)	48
OUTSIDE SERVICES	2,750	328	656	688	32	24
Total School Patrol Expenses	128,060	15,446	42,660	32,016	(10,644)	33
<u>Animal Control Expenses</u>						
PERSONNEL	30,131	2,309	6,740	7,534	794	22
SUPPLIES	1,280	134	879	320	(559)	69
OUTSIDE SERVICES	48,150	3,854	11,911	12,038	127	25
Total Animal Control Expenses	79,561	6,297	19,530	19,892	362	25
<u>Fire Department Expenses</u>						
PERSONNEL	2,042,241	158,449	457,223	510,560	53,337	22
SUPPLIES	52,600	2,669	7,497	13,150	5,653	14
OUTSIDE SERVICES	73,063	7,397	28,521	18,266	(10,555)	39
Total Fire Department Expenses	2,167,904	168,515	493,541	541,976	48,435	23
<u>Streets & Drainage Expenses</u>						
PERSONNEL	441,228	32,246	94,865	110,307	15,442	22
SUPPLIES	140,001	5,785	61,592	35,001	(26,591)	44
OUTSIDE SERVICES	321,200	40,553	121,255	80,301	(40,954)	38
CAPITAL OUTLAY	0	0	0	0	0	0
Total Streets & Drainage Expenses	902,429	78,584	276,136	225,609	(50,527)	31
<u>Grounds & Beautification Expenses</u>						

**GF Statement of Activity - MTD and YTD with Budget
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For 12/31/2013**

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	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
PERSONNEL	386,345	28,633	87,898	96,586	8,688	23
SUPPLIES	101,344	2,948	17,953	25,336	7,383	18
OUTSIDE SERVICES	20,950	3,300	6,296	5,238	(1,058)	30
Total Grounds & Beautification Expenses	508,639	34,881	112,147	127,160	15,013	22
Equipment Maintenance Expenses						
PERSONNEL	45,987	2,467	7,279	11,498	4,219	16
SUPPLIES	16,110	189	789	4,028	3,239	5
OUTSIDE SERVICES	10,300	950	2,566	2,575	19	25
Total Equipment Maintenance Expenses	72,397	3,606	10,624	18,101	7,477	15
Total Expenditures	7,536,478	647,832	2,057,055	1,885,707	(171,348)	27
Excess Revenue Over (Under) Expenditures	41,044	(232,273)	(691,981)	8,675	(357,961)	(1,686)

**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/31/2013**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
405-000-340.00-000-000 INTEREST INCOME	7,500	0	1,865	1,875	(10)	25
405-000-340.04-000-000 2013 REVENUE BOND INTEREST EARNED	0	0	301	0	301	0
405-000-351.02-000-000 MISC TAP INCOME	20,000	2,100	4,822	5,000	(178)	24
405-000-352.00-000-000 PRCUA BILLING/AMR PAYMENTS	54,000	4,587	13,693	13,500	193	25
405-000-355.00-000-000 MISC INCOME	112,000	8,290	21,059	28,000	(6,941)	19
405-000-355.01-000-000 MISC INCOME BAGS	4,000	277	753	1,000	(247)	19
405-000-360.01-000-000 METERED SALES WATER	1,656,138	125,918	383,791	414,035	(30,244)	23
405-000-360.02-000-000 METERED SALES GAS	1,818,615	217,148	466,623	454,654	11,969	26
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	2,000	0	575	500	75	29
405-000-364.00-000-000 UTILITY LATE CHARGES	145,000	13,328	37,727	36,250	1,477	26
405-000-365.00-000-000 GARBAGE REVENUE	915,000	80,511	242,210	228,750	13,460	26
405-000-393.02-000-000 SALE OF EQUIPMENT & MACHINERY	0	0	42,181	0	42,181	0
Total Revenues	4,734,253	452,159	1,215,600	1,183,564	32,036	26
Expenditures						
Intrafund Transfers Expenses						
TRANSFERS	100,000	8,333	27,083	25,000	(2,083)	27
Total Intrafund Transfers Expenses	100,000	8,333	27,083	25,000	(2,083)	27
Utility Administration Expenses						
PERSONNEL	596,519	43,926	129,058	148,881	19,823	22
SUPPLIES	30,000	287	2,845	7,500	4,655	9
OUTSIDE SERVICES	220,250	40,307	79,884	55,063	(24,821)	36
Total Utility Administration Expenses	845,769	84,520	211,787	211,444	(343)	25
Director of Public Works Expenses						
PERSONNEL	161,940	12,365	36,569	40,486	3,917	23
SUPPLIES	15,930	217	916	3,983	3,067	6
OUTSIDE SERVICES	77,483	2,330	7,360	19,371	12,011	10
CAPITAL OUTLAY	70,904	3,140	66,260	69,404	3,144	93
Total Director of Public Works Expenses	326,257	18,052	111,105	133,244	22,139	34
Water Regulations Expenses						
PERSONNEL	40,780	3,995	10,770	10,195	(575)	26
SUPPLIES	23,511	560	1,568	5,879	4,311	7
OUTSIDE SERVICES	6,300	102	204	1,575	1,371	3
Total Water Regulations Expenses	70,591	4,657	12,542	17,649	5,107	18
Well and Pump Maintenance Expenses						
SUPPLIES	33,358	2,158	7,984	8,340	356	24
OUTSIDE SERVICES	67,216	5,604	20,763	16,805	(3,958)	31
Total Well and Pump Maintenance Expenses	100,574	7,762	28,747	25,145	(3,602)	29

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**UF Statement of Activity - MTD and YTD with Budget
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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Sewer Construction Expenses						
PERSONNEL	107,276	6,956	14,031	26,820	12,789	13
SUPPLIES	38,831	800	14,022	9,707	(4,315)	36
OUTSIDE SERVICES	34,149	140	8,437	8,537	100	25
Total Utility Construction Expenses	180,256	7,896	36,490	45,064	8,574	20
Water Operations Expenses						
PERSONNEL	248,222	20,177	54,985	62,056	7,071	22
SUPPLIES	107,381	10,537	71,660	26,846	(44,814)	67
OUTSIDE SERVICES	19,981	1,508	9,735	4,995	(4,740)	49
CAPITAL OUTLAY	54,992	70,345	(31,952)	13,748	45,700	(58)
Total Water Operations Expenses	430,576	102,567	104,428	107,645	3,217	24
Gas Operations Expenses						
PERSONNEL	219,413	17,498	47,695	54,854	7,159	22
SUPPLIES	1,073,079	77,136	313,909	268,270	(45,639)	29
OUTSIDE SERVICES	83,336	2,306	25,718	20,834	(4,884)	31
CAPITAL OUTLAY	3,000,000	0	26,162	750,000	723,838	1
Total Gas Operations Expenses	4,375,828	96,940	413,484	1,093,958	680,474	9
Garbage Expenses						
GARBAGE EXPENSES	810,000	72,518	292,061	202,500	(89,561)	36
Total Garbage Expenses	810,000	72,518	292,061	202,500	(89,561)	36
Loan Interest Expenses						
INTEREST EXPENSE	0	7,159	19,801	0	(19,801)	0
Total Loan Interest Expenses	0	7,159	19,801	0	(19,801)	0
Total Expenditures	7,239,851	410,404	1,257,528	1,861,649	604,121	17
Excess Revenue Over (Under) Expenditures	(2,505,598)	41,755	(41,928)	(678,085)	(572,085)	(2)

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO APPROVE DOCKET

Motion was made by Council Member Stevens, seconded by Council Member Valente to approve the docket for January 7, 2014 in the amount of \$575,816.47.

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The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

PROCLAIM JANUARY AS HUMAN TRAFFICKING AWARENESS MONTH

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to proclaim January as “Human Trafficking Awareness Month”.

**PROCLAMATION
HUMAN TRAFFICKING AWARENESS MONTH**

WHEREAS, January is Human Trafficking Awareness Month, Advocates For Freedom will be joining millions of Americans nationwide in recognizing the growing need to stop human trafficking.

WHEREAS, the United States has made great strides in preventing the occurrence of modern slavery, prosecuting traffickers and dismantling their criminal networks, and protecting victims and survivors, our work is not done. We stand with those throughout the state of Mississippi who are working every day to end modern slavery, bring traffickers to justice, and empower survivors to reclaim their rightful freedom.

WHEREAS, the efforts by individuals, businesses, organizations, and governing bodies to promote the observance of “Human Trafficking Awareness Month” in January of each year represents one of the examples of the ongoing commitment in the state of Mississippi to raise awareness of and to actively combat human trafficking;

NOW, THEREFORE, BE IT ENACTED by the City of Picayune, Mississippi, in recognition of the Advocates For Freedom, does hereby designate January 2014 as “Human Trafficking Awareness Month” and urge all Citizens to educate themselves about all forms of modern slavery and the signs and consequences of human trafficking. Together, we can combat this crime and join with our partners in Mississippi to end this injustice.

IN TESTIMONY WHEREOF, I have hereunto affixed the seal of the City of Picayune on this the 7th day of January, 2014.

Signed _____
Mayor, Ed Pinero

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE ANNUAL MEMORANDUM OF AGREEMENT FOR CONTINUATION OF MAIN STREET PROGRAM FOR 2014

Motion was made by Council Member Breland, seconded by Council Member Stevens to approve annual Memorandum of Agreement for Continuation of Main Street Program for 2014 and authorize Mayor to execute the same.

Please submit the signed 2014 Memorandum of Agreement, dues payment for 2014, and all required additional materials by **JANUARY 1, 2014** to the Mississippi Main Street Association, 308 East Pearl Street, Suite 101, Jackson, MS 39201.



**2014 MEMORANDUM OF AGREEMENT
FOR CONTINUATION
IN THE MISSISSIPPI MAIN STREET ASSOCIATION
MAIN STREET PROGRAM**

This agreement is entered into and executed by the Mississippi Main Street Association and the City of _____ and sponsoring organization _____.

This agreement is for the purpose of continued participation in the Mississippi Main Street Program. 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. The parties agree to the following:

Section I: The Community Agrees To: (please initial each item)

- ____ 1. Make payment of annual dues to MMSA by January 31 of the calendar year.
- ____ 2. Continue to employ a Manager/Program Coordinator who will be responsible for the day-to-day administration of the Main Street Program.
- ____ 3. Expend funds and in-kind services for maintaining a full-time office with the necessary travel and operating budget for the local program.
- ____ 4. Continue to implement the Four Point Approach™ methodology recommended by the National Main Street Center and the Mississippi Main Street Program, including development of an annual written Work Plan for the local Main Street Program and the establishment of a strong, broad-based organizational system to include the following committees: organization, promotion, design and economic restructuring.
- ____ 5. Concentrate the Main Street Program activities within the boundaries designated by the local program.
- ____ 6. File all applicable IRS forms file in accordance with state and federal taxation laws. Programs may be required to register as a Mississippi charitable organization with the Mississippi Secretary of State's office.
- ____ 7. Maintain data for monitoring the progress of the Main Street Program, submit monthly reports online using formats provided by the MMSA, and provide other information requested by the MMSA on or before the identified deadlines.
- ____ 8. Send the manager to Manager Trainings as designated by the MMSA. The community shall be responsible for the manager's travel costs and expenses associated with these meetings. If the Program Manager cannot attend, another program representative should attend to represent the community.
- ____ 9. Promote and encourage local committee and board member attendance at local, state and national training opportunities, as identified by the MMSA.
- ____ 10. 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.
- ____ 11. Assist in local arrangements during on-site and public relations visits to the community, as requested by the MMSA.

REGULAR MEETING JANUARY 7, 2014

_____ 12. Maintain an active membership and current fee-paid status in the Mississippi Main Street Association, participating at the Main Street Program membership level.

_____ 13. Agree to acknowledge being an official Mississippi Main Street city in all printed and electronic materials, (i.e. websites, newsletters and brochures).

_____ 14. Be a Network Member of the National Trust Main Street Center.

_____ 15. Maintain broad-based public and private sector community support for the program 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.

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 managers and on-site training sessions in the community for development of goals, objectives and the annual work plan. The MMSA will also provide guidelines and other materials designed to assist in the educational process.

4. Conduct quarterly regional meetings and/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 and Destination Downtown Conference qualify 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 an annual evaluation of each 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 January 1, 2014 and ending on December 31, 2014. It may be extended or revised by both parties.

2. If funds anticipated for continued fulfillment are, at any time, not forthcoming or insufficient for continuation of the contractual agreement, 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 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 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: Edward Pinero _____
MAYOR or LOCAL BOARD PRESIDENT/ CHAIRPERSON COMMUNITY

Name (printed): _____

_____ Date signed: _____
SPONSORING ORGANIZATION

BY: _____ Date: _____
Joey Hudnall, MMSA Board of Directors President

BY: _____ Date: _____
Bob Wilson, MMSA Executive Director

Required Attachments and Enclosures

The following documents must be attached to this signed and completed Memorandum of Agreement, and submitted to MMSA by the January 1, 2014 deadline:

- _____ 1. Payment of 2014 MMSA dues
- _____ 2. A copy of the community's current Main Street Program Budget
- _____ 3. A copy of the community's Program of Work for 2014
- _____ 4. A complete list of local board members, including name and email address.
Please indicate which Board members are new for this year.

Mail this completed document and all attachments to The Mississippi Main Street Association, 308 East Pearl Street, Suite 101, Jackson, MS 39201.

IMPORTANT MAIN STREET MANAGER REMINDERS:

- 1. Each Main Street Manager must submit a completed Monthly Report on the MMSA website within fifteen (15) days of the end of each month.
- 2. Main Street Managers are required to attend all Manager Trainings or send a representative from the community. Destination Downtown and the National Main Streets Conference are considered Manager Trainings.
If needed, one of the following meetings may be used as a substitute for one of the required Trainings:
 - MTA Governor's Tourism Conference
 - MEDC Annual Meeting or MEDC Winter Conference
 - MHT Annual Meeting
 - MS/Lou Rural Tourism Conference
 - Alabama Mississippi Rural Tourism Conference
 - MDAH Preservation Boot Camp
 - Your Town Conference

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Stevens, Breland and Gouquet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR'S SIGNATURE ON SOLID WASTE SERVICES CONTRACT

Motion was made by Council Member Breland, seconded by Council Member Stevens to authorize Mayor's signature Solid Waste Services Contract between the City of Picayune and Progressive Waste Solutions.



SOLID WASTE SERVICES CONTRACT

This Contract made this the _____ day of December, 2013, by and between the City of Picayune, hereinafter called "Owner" or "City" and Progressive Waste Solutions of LA, Inc. doing business as a Delaware corporation in Picayune, Mississippi, hereinafter called the "Contractor".

WITNESSETH, that for and in consideration of the payment and agreements hereinafter mentioned, the parties hereby agree as follows:

SECTION 1: SCOPE OF SERVICE

CONTRACTOR shall perform solid waste collection within the boundaries of the City of Picayune and furnish vehicles, equipment, labor and facilities to collect and haul solid waste and/or rubbish generated by residents and light commercial units within the City and haul the solid waste to OWNER's designated disposal facility (Waste Management, Inc.'s Central Landfill in Pearl River County, Mississippi). The CONTRACTOR's services shall include at a minimum two times weekly garbage pick-up from each unit, once weekly rubbish/yard debris pick-up from each unit as provided in Section 5.02 hereof, and once weekly curbside recycling pick-up from each unit.

SECTION 2: COMPENSATION

OWNER hereby agrees to pay to the CONTRACTOR for the faithful performance of this Contract, in lawful money of the United States, an aggregate sum monthly equaling (i) the total of all homes and light commercial units serviced in the City of Picayune in such month multiplied by (ii) \$17.39 for each unit based on the Customer Count for such period of time in accordance with Section 11 hereof, or such other monthly rate as may become applicable after the expiration of the first two years of the term of this Contract, pursuant to the terms and provisions of *Section 7.00 Rate Adjustments* set forth hereinafter. That on or before the 20th day of each month, CONTRACTOR shall submit an invoice to the OWNER and OWNER shall make payments to the CONTRACTOR on the basis of said invoice for work performed during the preceding calendar month by the 10th of the following month, with the exception

of disagreements as to the invoice amount, which shall be resolved in good faith by the parties and any disputed amount shall be paid immediately to Contractor once resolved. No additional work or extras will be done unless the same shall be duly authorized by appropriate action by the OWNER. Notwithstanding anything to the contrary contained herein, the OWNER shall be solely responsible for billing, collecting and remitting any applicable sales, use or service taxes.

SECTION 3: PERFORMANCE BOND

- 3.01 The CONTRACTOR shall provide to OWNER a performance bond in the amount of not less than the billing cost of a six month period, to secure CONTRACTOR's performance of the services described herein.
- 3.02 Premium for the bond described above shall be paid by the CONTRACTOR. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- 3.03 The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the state.
- 3.04 Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

SECTION 4: TYPE AND DEFINITIONS OF SERVICES TO BE PERFORMED

- 4.01 The OWNER - Shall mean the boundaries of the City of Picayune.
- 4.02 Residential Customer - Residential Customer shall mean any single or multi-family dwelling of twelve or less units not including hotels or motels which require service for solid waste collection or any entity separately billed for residential water and sewer services. In the case of multi unit dwellings, these units will be billed as individual units.
- 4.03 Light Commercial - Light Commercial shall be those commercial units that are licensed and generate less than an average of two (2) cubic yards of waste per week.
- 4.04 Containers – The CONTRACTOR shall, within (6) months of the Effective Date, replace all Carts that are in a state of disrepair; and, shall within (6) months of the Effective Date replace all green Carts with a new Cart that is maroon in color and approximately 96 gallons. Special circumstances involving elderly/handicap residents will require the CONTRACTOR to provide carport/garage service. The OWNER and CONTRACTOR will meet to determine if a resident is eligible for said services. The CONTRACTOR shall provide the OWNER with at least 20 extra carts for the OWNER to keep in inventory at all times. The CONTRACTOR shall maintain all Carts in good working order at all times during the Contract Period. The CONTRACTOR shall be responsible for identifying and repairing damaged carts on a weekly basis. In no case shall a damaged cart remain damaged for more than 14 days from the date of reporting. In the event that the CONTRACTOR does not make the necessary repairs within the time outlined above, or if the CONTRACTOR repeatedly fails to report and repair damaged carts, the City may make the repairs or replacement of the Carts and charge the CONTRACTOR Liquidated Damages as outlined in Section 7.06 of this document. Disposable plastic bags of type and construction for refuse storage and disposal are acceptable for use as an overflow to the carts.

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- 4.05 Units - The term "unit", when used in this Contract, shall mean one stop for service by the CONTRACTOR at a residential or light commercial establishment, with the total units representing the total separate stops/services rendered by the CONTRACTOR within the OWNER's jurisdiction. The term "unit" shall not include a commercial establishment with a separate contract with CONTRACTOR or a vacant residential or commercial establishment.
- 4.06 Solid Waste - Solid waste shall consist of all garbage, tree trimmings, residential trash, and rubbish as hereinafter defined and as defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Mississippi..
- 4.07 Garbage - Garbage shall include and mean all residential accumulations of animal, fruit or vegetable matter that attends the preparation, use, cooking or dealing in, or storage of meats, fish, fowl, fruit, vegetables and other matter of any nature whatsoever, which is subject to decay, putrefaction and the generation of noxious and offensive gases and odors, of which, for flies and/or other germ-carrying insects, bottles, cans or containers which, due to their ability to retain water, may serve as breeding place for mosquitoes or other water-breeding insects.
- 4.08 Tree trimmings - Every waste accumulation of palm fronds, tree branches, parts of trees, bushes or shrubs, green leaf cuttings, fruits or other matter usually creating refuse in the care of trees and large bushes.
- 4.09 Residential trash - Unless specifically provided to the contrary herein, the term shall include and mean all household trash, and garden and yard trash that can be deposited in garbage containers as defined in section 4.04 of this document.
- 4.10 Rubbish/Yard Debris - The term "rubbish" includes, but is not limited to non-putrescible solid waste. Combustible rubbish includes paper, wool, yard trimmings, leaves and similar materials. Tree trimmings, branches, leaves, grass trimmings, automobile parts, furniture and other waste matter other than construction debris, dead animals or hazardous waste shall be considered as Yard Debris.
- 4.11 Recyclables - Recyclables shall include aluminum beverage cans, cardboard, commingled plastic beverage containers including PET/HDPE, tin cans/bi-metallic cans, newspaper and newspaper inserts, and magazines.
- 4.11 Excluded waste - Waste excluded from this agreement includes hazardous waste, biomedical waste, whole trees, car batteries, dead animals, tires and white goods, such as stoves, refrigerators, water heaters, washing machines.
- 4.12 Producer - An occupant of a residential unit or light commercial business who generates waste, to be dealt with under the terms of this contract.
- 4.13 Construction debris shall not be collected under this Contract - Waste building material resulting from construction, remodeling, repair or demolition operations shall not be collected under this Contract.

SECTION 5: EXECUTION OF SERVICES

- 5.01 Garbage Pick-Up – The CONTRACTOR shall pick-up garbage at all units twice weekly. While at each unit, the CONTRACTOR shall remove all bagged items at the unit, return the cart and/or cans to the curb side position and make sure the site is clean from garbage spilled by the CONTRACTOR prior to moving to the next unit. The CONTRACTOR shall establish a route and schedule that covers the entire City in two (2) days. Each unit shall be serviced on either a Monday and Thursday pick-up schedule or a Tuesday and Friday pick-up schedule. This schedule shall be established prior to the Effective Date and the CONTRACTOR shall assist the OWNER in notifying the residents of the new pick-up schedule. In the event the CONTRACTOR fails to complete the twice weekly garbage pick-up within 24 hours of the business day following the date in which it receives notice of such failure, the OWNER may elect to self perform the work at the identified units. In this situation, the OWNER shall charge the CONTRACTOR with Liquidated Damages as outlined in Section 7.06 of this document.
- 5.02 Rubbish/Yard Debris Pick-Up – The CONTRACTOR in good faith shall endeavor to pick-up rubbish/yard debris at as many units as needed pursuant to notice from such units to the City, once weekly on Thursday of each week. The CONTRACTOR shall communicate with the OWNER on a weekly basis to collect address information for residents who called the City directly in regards to Rubbish/Yard Debris Pick-Up. The CONTRACTOR shall be responsible for removing all rubbish/yard debris that is placed at each unit on a weekly basis and that is communicated to the OWNER by the resident and then communicated by the resident to the CONTRACTOR, provided, that such Rubbis/Yard Debris meets the size limitations required herein. Contractor shall clean/dress up all yard disturbances it caused during the collection of rubbish/yard debris. Yard shall not be left in a condition that is not mowable, unless such condition is through no fault of the CONTRACTOR. At no time shall the CONTRACTOR be responsible for removing any rubbish/yard debris that exceeds a pile size of approximately 20' long, 6' wide, and 5' high (600 cubic feet) at any given unit in any given week. In the event the CONTRACTOR identifies a unit where the amount of debris exceeds the quantity listed above, the CONTRACTOR shall provide the OWNER with the address of the unit for the OWNER to investigate. If the CONTRACTOR determines that the quantity of debris exceeds the quantity required to be removed by the CONTRACTOR under this Contract, the CONTRACTOR shall not be responsible for removing the identified debris. In the event the CONTRACTOR fails to remove any debris, within 24 hours of the business day following the date in which it receives notice of such failure, for such debris that was identified by the OWNER, prior to CONTRACTOR beginning such collections, of such debris needing collection, the OWNER may elect to self perform the work at the identified units. In this situation, the OWNER shall charge the CONTRACTOR with Liquidated Damages as outlined in Section 7.06 of this document.
- 5.03 Curbside Recycling – The CONTRACTOR shall provide each unit with a recycle bin approximately 18 gallons in size and provide once weekly collection of recyclables from each unit. The collection of recyclables shall coincide with either the Monday/Thursday garbage pick-up schedule or Tuesday/Friday garbage pick-up schedule for each unit. The CONTRACTOR may elect, in its sole discretion, to pick-up recyclables twice weekly at no additional cost to the OWNER. In the event the CONTRACTOR fails to complete the Curbside Recycling pick-up within 24 hours of the business day following the date in

which it receives notice of such failure, the OWNER may elect to self perform the work at the identified units. In this situation, the OWNER shall charge the CONTRACTOR with Liquidated Damages as outlined in Section 7.06 of this document.

- 5.04 Special Event Services – The OWNER periodically has a need for Waste related services related to Special Events within the City. The CONTRACTOR shall provide, at no cost to the OWNER, the services identified for each event listed below:

Great American Cleanup (April) – 8 @ 30 Cubic Yard Roll-Off Containers
Boley Creek Clean-Up (April) – 2 @ 30 Cubic Yard Roll-Off Containers
Christmas Parade (December) – 2 Porta-Lets

The CONTRACTOR shall absorb the costs associated with providing these services to the OWNER in the unit price for twice weekly garbage collection.

SECTION 6: TERMS OF AGREEMENT

This Agreement shall be for four (4) years, commencing September 1, 2013 (the "Effective Date") and extending through August 31, 2017. The OWNER and CONTRACTOR shall have the right to renew this Contract upon mutually agreeable terms, by submitting its written intent to do so to the other party at least six (6) months prior to the expiration of the Contract. It is understood the term of this Contract does not bind any successors to the City Council beyond June 30, 2017, and that any continuation of this Contract is subject to approval of the incoming City Council, with members who will take office July 1, 2017.

- 6.01 All Notices for the OWNER shall go to:
City of Picayune
203 Goodyear Boulevard
Picayune, MS 39466
Attention: City Manager

All Notices for the CONTRACTOR shall go to:

Progressive Waste Solutions of LA, Inc.
310 Howze Beach Lane
Slidell, LA 70461
Attn: District Manager

With a copy to:

IESI Corporation
2301 Eagle Parkway, Suite 200
Fort Worth, TX 76177
Attn: General Counsel

- 6.02 Mail Notification - All notices shall be given via U. S. certified mail return receipt requested, postage prepaid or via nationally recognized overnight carrier. The date of the postmark of the envelope containing the notice shall be taken and conclusively

treated as the date of the receipt by party receiving said notice provided said envelope is correctly addressed.

SECTION 7: RATE ADJUSTMENTS

After the first two (2) years of this Contract the unit price charged to the OWNER by the CONTRACTOR may be increased or decreased by the same percentage as the Consumer Price Index (all items) has increased or decreased during the prior calendar year; provided, however, that no single annual CPI increase shall exceed 5%. For purposes of this Contract, Consumer Price Index (CPI) shall mean the Consumer Price Index, All Items, All Urban Consumers, U.S. City Average, as published by the Bureau of Labor Statistics of the Department of Labor.

The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

In the event it becomes necessary for CONTRACTOR to dispose of OWNER's waste at a facility other than the Central Landfill, OWNER shall provide CONTRACTOR with at least sixty (60) days advance notice. Thereafter, OWNER shall be responsible for any increased costs associated with the disposal of OWNER's waste including, but not limited to, higher disposal rates and additional transportation costs. It is understood and agreed to between the Parties, that should the Contractor no longer be able to dump at the Central Landfill in Pearl River County, Mississippi, as a result of the intentional misconduct of said Contractor, then, in that event, it is agreed the rates established pursuant to this Contract shall not be increased to account for an increase in the Contractor's performance as set out in this Contract.

7.01 Service Schedule - CONTRACTOR shall establish a schedule and maintain it as routinely as possible so as to assure that the services described in Section 1 "Scope of Service" are furnished. Such collection schedule shall be approved by the City Manager and shall not provide for residential collections prior to 6:30 a.m. or later than 7:30 p.m. in residential areas.

The following holidays may be observed by the CONTRACTOR.

- | | |
|---------------|------------------|
| New Years Day | Independence Day |
| Christmas Day | Thanksgiving Day |

The CONTRACTOR acknowledges that peak periods of heavy debris will be from October 15 to February 28 for the Fall Season and April 15 to May 30 for the Spring Season. CONTRACTOR shall provide and advertise revised collection schedules, if needed, during these peak seasons. The parties acknowledge and agree that the peak periods of heavy debris referenced in this paragraph exclude any storm debris arising out of a natural disaster in accordance with Section 13 hereof.

- 7.02 Makeup days - The CONTRACTOR shall schedule a makeup day for areas with once per week service.

Public notice shall be given to take the above holidays.

Notice for makeup days shall include a display advertisement in the weekend edition of the Picayune Item prior to the holiday.

No collections will be made on Sunday.

- 7.03 Location of pick-up - City pick-ups will be within five (5) feet from the curb line and items will not be behind fences so that such items will be accessible to the CONTRACTOR.

- 7.04 Route - CONTRACTOR shall establish routes and maintain until proper notification is given of changes or unless in the event of an emergency or obstruction due to construction.

- 7.05 Complaints - Any and all complaints received by the OWNER or its agents will be forwarded to the CONTRACTOR's representative for handling. If possible, those complaints should be handled on the date of the report or no longer than within twenty-four (24) hours from the business day following the time of complaint. Those complaints directed to the CONTRACTOR shall be handled in the same manner. The CONTRACTOR shall provide a local number for complaints and a dispatcher to receive and forward to appropriate personnel for handling.

- 7.06 Liquidated Damages - The OWNER reserves the right to self perform any work associated with this Contract that is not performed by the CONTRACTOR within 24 hours of the business day following the date in which it receives notice of such failure. This includes, but is not limited to the following: repair or replacement of carts not repaired by CONTRACTOR, pick-up of garbage missed by CONTRACTOR, pick-up of rubbish missed by CONTRACTOR, or any other service required by the OWNER to complete the duties of the CONTRACTOR under this Contract. The OWNER shall itemize each charge by the labor and equipment required to complete each task. These charges shall include all overhead and fringe benefits for labor activities and all maintenance, operation costs, parts and tipping fees associated with equipment use. These charges, if any, shall be calculated by the OWNER monthly and deducted from the CONTRACTOR'S monthly invoice, with a detailed explanation of the reasons for such assessment. The OWNER shall have the sole responsibility to determine whether Liquidated Damages are to be charged to the CONTRACTOR, but only if CONTRACTOR fails to perform under the timeline required herein.

SECTION 8: INDEMNITY CLAUSE

The CONTRACTOR shall indemnify, save harmless, and exempt the OWNER, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damage, costs, expenses and attorney's fees caused by any willful or negligent act or omission of the CONTRACTOR, its officers, servants and employees in the performance of this Contract; provided, however, that the CONTRACTOR shall not be liable for any suits, actions, legal proceedings, claims,

demands, costs, expenses and attorney's fees arising out a willful or negligent act or omission of the OWNER, its officers, agents, servants and employees.

SECTION 9: CONTRACTOR'S EQUIPMENT

- 9.01 CONTRACTOR guarantees each of its collection vehicles to be maintained in a physically sound, clean, painted manner at all times. Containers furnished to commercial or residential customers are to be maintained in the same manner. Sufficient spare vehicles and containers will be available at all times to insure efficient, prompt and orderly collection of waste provided in this Contract to the OWNER. Vehicles shall be of sound construction and operated to minimize the risk of loss of liquids or solid waste to minimize health and safety hazards.
- 9.02 Equipment is to be maintained in a reasonable, safe working condition; to be painted uniformly with the company name, telephone number, and the number of the vehicle printed in letters not less than five (5) inches high on each side of the vehicle; and all vehicles shall be numbered and a record kept of the vehicles to which each number is assigned. No advertising shall be permitted on vehicles unless said advertisement is of a public service nature and receives prior approval from the OWNER.
- 9.03 Each vehicle shall be equipped with a solid cover for residential collection. Covers of other types of vehicles may be net with mesh not greater than one and one-half (1 ½) inches or a tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal point, during loading operation or when parked if contents are likely to be scattered if not covered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from CONTRACTOR's vehicles for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom, and shovel for this purpose. Additionally, such vehicles shall be equipped and operated according to State Law. Notwithstanding the foregoing provisions, CONTRACTOR shall make sure that all garbage, litter or debris transported by CONTRACTOR to Central Landfill in the Millard Community of Pearl River County, Mississippi shall be hauled in vehicles properly covered by tarp or other similar cover.

Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant at least once a week. Also, they shall be washed on the outside and painted or repaired as often as necessary to keep them in neat, clean and sanitary condition.

CONTRACTOR's vehicles are not to interfere with vehicular or pedestrian traffic, and vehicles are not to be left standing on a street unattended except as made necessary by loading operations.

- 9.04 The OWNER reserves the right to inspect the CONTRACTOR's equipment at any time it desires during normal business hours of the CONTRACTOR. The OWNER will notify the CONTRACTOR of any equipment that it determines is in unsatisfactory condition.

The CONTRACTOR is required to make sure that the employees working under this contract shall be neat in appearance and be required to wear a clean uniform bearing the

company's name and employee's name. This requirement will only be required for employees who have completed the normal hiring and training probation period by the CONTRACTOR.

SECTION 10: OFFICE

The CONTRACTOR shall provide for an office area which shall be open for business each working day from 8:00 a.m. to 5:00 p.m. Such office shall not be required to be located within the City.

10.01 Telephone Equipment - The CONTRACTOR shall provide adequate telephone service for communication by the public. A minimum of two telephone lines will be located in the general office by the CONTRACTOR. The telephone located in the office shall be manned during all normal working hours and listed in the local directory. All telephone lines will be local or toll free listings.

SECTION 11: CUSTOMER COUNT

A joint count of units for collection shall be done by a representative of the OWNER and CONTRACTOR prior to beginning the service and on or before each anniversary date thereafter, unless an annexation occurs in accordance with Section 18.D. hereof. The payment to CONTRACTOR for the first year of the Contract shall be based upon the joint count occurring prior to the start of service under this Contract. On or before each anniversary date of this Contract, the parties shall conduct another joint count of units in the City, the sum of which shall be used for the purposes of payment hereunder for the next year of this Contract. However, in the event an annexation occurs in accordance with Section 18.D. hereof, the parties shall immediately conduct a new joint count of units, which shall be used for payment purposes going forward, until the next joint count is scheduled to occur.

SECTION 12: INSURANCE

The CONTRACTOR shall at all times during the Contract maintain in full force and effect employer's liability, workmen's compensation, public liability and property damage insurance, including contractual liability coverage for indemnity provided in Section 8.00. All insurance shall be by an insurer or insurers qualified to do business in the State of Mississippi and shall be in limits hereinafter set out and, where appropriate, will contain a waiver of subrogation in favor of the OWNER. Upon execution of this Contract, and at all times while it remains in force, the CONTRACTOR shall furnish the OWNER with certificate evidencing to the OWNER that such insurance is in force.

12.01 The CONTRACTOR shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Workers Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability	\$500,000 each occurrence
except automobile	\$500,000 aggregate
Property Damage Liability	\$500,000 each occurrence
except automobile	\$500,000 aggregate

Automobile Bodily Injury	\$500,000 each person
Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$500,000 each occurrence

- 12.02 In all policies, except workers compensation, the OWNER shall be named as an additional insured at no cost to the OWNER, to the extent of liability of the CONTRACTOR under this Contract.
- 12.03 Should the CONTRACTOR fail to provide or maintain any of the above listed insurance items in the amount shown, the OWNER, at the OWNER's sole discretion, may secure the same and claim such amount against any sum due to the CONTRACTOR under this Contract.
- 12.04 Workers Compensation Insurance - CONTRACTOR will provide and maintain during the life of this Contract workmen's compensation insurance in accordance with the laws of the State of Mississippi and a certificate thereof shall be filed with the City Clerk, City of Picayune by the insurance carrier showing such insurance to be in full force at all times.

SECTION 13: FORCE MAJEURE

From and after the Effective Date, CONTRACTOR's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a natural disaster as defined or declared by appropriate State or Federal agencies or a cause or causes beyond the reasonable control of CONTRACTOR. The performance of this Contract will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations within the southeast region of Louisiana and the southwest region of Mississippi. In the event of a natural disaster occurring, the collection of additional volumes of yard waste/debris generated by such natural disaster is not included in the rates set forth in this Contract. In the event the OWNER is impacted by such natural disaster, the CONTRACTOR shall be entitled to additional compensation for the collection and disposal of such waste if not removed by a separate person or entity pursuant to a separate contract. CONTRACTOR is expected to resume normal collection as soon as possible following the occurrence of a natural disaster.

SECTION 14: COMPLIANCE WITH THE LAW

The CONTRACTOR shall conduct operations under this Contract in compliance with all applicable laws; provided, however, the terms and conditions of this Contract shall govern the CONTRACTOR where there exist any conflicting ordinances of the OWNER on the subject.

Any waiver of any breach of covenants herein contained to be kept and performed by the CONTRACTOR shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the OWNER from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

SECTION 15: DISCONTINUED SERVICE AND OTHER BREACH OF THE CONTRACT

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- A. If the CONTRACTOR fails to provide the refuse services required by this agreement for a period in excess of five (5) consecutive, scheduled working days, the OWNER may take any of the following actions:
1. Deduct any and all operating expenses incurred by the OWNER from any money then due or to become due the CONTRACTOR and collect the amount due, either from the CONTRACTOR or surety.
 2. If CONTRACTOR is unable, for any cause, to resume performance at the end of 30 days, all liability of the OWNER to the CONTRACTOR, excluding liability for payments owed to CONTRACTOR for services rendered, under this agreement shall cease and the OWNER shall be free to negotiate with other contractors for the operation of said refuse service and/or take the actions provided below for bankruptcy, default, breach of agreement.
- B. In the event the CONTRACTOR shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this Contract shall immediately terminate and in no event shall this Contract be, or be treated as, an asset of CONTRACTOR after adjudication of bankruptcy. If CONTRACTOR shall be proven insolvent, or fail in business, this Contract may be terminated at the option of the OWNER.

SECTION 16: TERMINATION

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, except in the event of non-payment, the other party may: (a) terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; (b) cure the breach or default at the expense of the breaching or defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default. Neither party shall be liable to the other party for any special, consequential, incidental or punitive damages, each of which is expressly waived.

SECTION 17: ASSIGNABILITY OF CONTRACT

No assignment of this Contract or any right occurring under this Contract shall be made in whole or in part by the CONTRACTOR, without the express prior written consent of the OWNER, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that the CONTRACTOR may assign this Contract to any direct or indirect affiliate or subsidiary of the CONTRACTOR without the OWNER's consent.

SECTION 18: ANNEXED AREAS OR NEW DEVELOPMENT

- A. The CONTRACTOR shall within thirty (30) days of notification by the OWNER provide refuse service of the same frequency and quality as provided to other areas of the OWNER to newly annexed areas.
- B. As new homes are constructed and occupied within the corporate limits, the CONTRACTOR shall after proper notification by the OWNER provide refuse service as required by the Contract on the next scheduled day of collection following notification.
- C. The CONTRACTOR shall be responsible for notifying the OWNER of all collection locations being serviced, which do not appear on the billing register. Such notification shall be required for the CONTRACTOR to receive payment for the collection services rendered to that location. Failure of the CONTRACTOR to notify the OWNER shall remove any obligation on the part of the OWNER to pay the CONTRACTOR any monies for services rendered at those locations for which proper notification has not been made.
- D. The method of payment shall be based on a house count by an employee of the OWNER and a representative of the CONTRACTOR. All houses not vacant shall be counted and all businesses using curbside pickup under this Contract shall be counted. The count shall be increased whenever an annexation requires it and shall be redone at annual intervals.

SECTION 19: SAVINGS PROVISION

In the event that any term or provision of this Contract shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Contract shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

Section 20: Governing Law

This Contract shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Mississippi, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Mississippi and the Federal courts of the United States located in the State of Mississippi, solely in respect of the interpretation and enforcement of the provisions of this Contract, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Contract may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Mississippi State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in three (3) counterparts, each of which shall be deemed an original on the date first above written.

THE CITY OF PICAYUNE (OWNER):

BY: _____

Name: Ed Pinero

Title: Mayor

ATTEST:

BY: _____

Amber Hinton, City Clerk

PROGRESSIVE WASTE SOLUTIONS OF LA, INC. (CONTRACTOR):

BY: _____

Name: John Gustafson

Title: Vice President

WITNESS: _____

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO REJECT ALL BIDS FOR THE 2013 CAST IRON REPLACEMENT PROJECT

Motion was made by Council Member Stevens, seconded by Council Member Valente to reject all bids for the 2013 Cast Iron Replacement Project.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Stevens and Breland

VOTING NAY: Council Member Gouguet

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO RE-ADVERTISE BIDS FOR THE 2013 CAST IRON REPLACEMENT PROJECT

Motion was made by Council Member Breland, seconded by Council Member Stevens to re-advertise bids for the 2013 Cast Iron Replacement Project.

City Attorney Nathan Farmer advised Mayor and Council to reject all bids submitted on the system wide Cast Iron Gas Main Replacement Project due to the fact the City would desire to materially change the scope of work for the City wide gas project by enlarging the scope of work for the subject gas project to add an additional project. The reasons for this recommendation is the competitive nature of the submitted bids for the smaller gas project and the necessity to expand the gas project to add an additional project.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Stevens and Breland

VOTING NAY: Council Member Gouguet

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO APPLY FOR THE FISKARS 2014 PROJECT ORANGE THUMB GRANT

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve the request to apply for the Fiskars 2014 Project Orange Thumb Grant.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO APPLY FOR THE TRANSPORTATION ALTERNATIVE PROGRAM (TAP) GRANT

Motion was made by Council Member Breland, seconded by Council Member Stevens to approve the request to apply for the Transportation Alternative Program (TAP) Grant through Mississippi Department of Transportation to include the following projects; South Side Elementary Sidewalk Project, Roseland Park Sidewalk Project and improvements to the former Crosby Hospital site and authorize Mayor's signature on all related documents.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT LOWEST AND BEST BID ON THE NEW PALESTINE CEMETERY EXPANSION PROJECT

Motion was made by Council Member Breland, seconded by Council Member Stevens, to accept the lowest and best bid from Huey Stockstill, Inc. for the New Palestine Cemetery Expansion Project.



City of Preature
 New Palestine Cemetery Expansion
 Pearl River County, MS
 December 12, 2013 - 1:30 PM
 Certified Bid Tabulation



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Item	Description	Unit	Plant	Material	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
Heavy Stockpile, Inc.															
S-203-A	Modification	LS	1	\$ 4,100.00	\$	4,100.00	\$	2,998.00	\$	4,800.00	\$	1,200.00	\$	1,200.00	\$
S-203-A	Unexcavated Excavation (E.M.)	CV	20	\$ 23.00	\$	460.00	\$	4.98	\$	99.60	\$	5.00	\$	500.00	\$
S-203-A	Shoring Excavation - 6' Depth (2x4)	CV	428	\$ 10.00	\$	4,280.00	\$	6.23	\$	2,716.28	\$	6.30	\$	2,716.28	\$
S-203-A	Shoring Material Class 9, Stone & L.V.M.	CV	73	\$ 16.00	\$	1,168.00	\$	7.47	\$	522.80	\$	16.80	\$	1,219.00	\$
S-203-A	Quarry Stone, Size 610	TONS	828	\$ 43.00	\$	35,604.00	\$	48.80	\$	41,234.40	\$	88.00	\$	48,882.00	\$
S-203-A	11" x 11" ACP RCP2 Class III	LF	98	\$ 28.00	\$	2,744.00	\$	46.95	\$	4,597.70	\$	61.00	\$	4,886.00	\$
Basin Bid Total:															
\$ 50,282.00															
Bid Form - Additive Alternative "A"															
Item	Description	Unit	Plant	Material	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
W/F	4' Wrought Iron Fencing	LF	810	\$ 28.00	\$	21,680.00	\$	25.94	\$	20,595.40	\$	25.2	\$	20,412.00	\$
M/S	1/2" Wrought Iron Gates	EA	4	\$ 2,450.00	\$	\$ 4,900.00	\$	2,876.75	\$	10,707.00	\$	2,650	\$	10,590.00	\$
7/8	1" x 1/2" Rebar	LF	2	\$ 880.00	\$	1,760.00	\$	592.78	\$	1,105.58	\$	1,100	\$	2,200.00	\$
M/B	Manual Bench	EA	2	\$ 850.00	\$	1,700.00	\$	519.17	\$	1,038.34	\$	1,210.00	\$	2,420.00	\$
Alternative "A" Bid Total:															
\$ 33,480.00															
Bid Form - Additive Alternative "B"															
Item	Description	Unit	Plant	Material	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
S-203-B	Concrete Driveway - 6" Thick	SY	324	\$ 24.00	\$	14,976.00	\$	30.64	\$	13,308.58	\$	75.00	\$	25,050.00	\$
Alternative "B" Bid Total:															
\$ 14,976.00															
Total Bid:															
\$ 98,498.00															

CERTIFIED CORRECT BY:

 Vernon Moore, P.E.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Stevens, Breland and Gougnet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AWARD LOWEST AND BEST BID ON THE TRANSPORTATION ENCHANCEMENT PROJECT

Motion was made by Council Member Gouguet, seconded by Council Member Breland to award the lowest and best bidder, Webster Electric Company, Inc., on the Transportation Enhancement Project.



City of Piquette
 Downtown Historic Improvements
 Federal Aid Project No. STP-0400-00(028) LPA/106442-701000
 Pearl River County, MS
 December 12, 2013 - 2:30 PM
 Certified Bid Tabulation



ITEM NO.	ITEM	UNIT	QTY	Engineer's Estimate		Webster Electric Company, Inc.		Hamster R. Lee Contracting, Inc.	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
STP-0400-00(028) LPA/106442-701000									
202-B005	REMOVAL OF ASPHALT PAVEMENT ALL DEPTHS	SY	20	\$ 15.00	\$ 300.00	\$ 25.00	\$ 500.00	\$ 12.95	\$ 259.00
202-B024	REMOVAL OF CONCRETE MEDIAN AND ISLAND ALL DEPTHS	SY	12	\$ 20.00	\$ 240.00	\$ 110.00	\$ 1,320.00	\$ 12.95	\$ 155.40
202-B035	REMOVAL OF CONCRETE SIDEWALKS	SY	24	\$ 20.00	\$ 480.00	\$ 40.00	\$ 960.00	\$ 12.95	\$ 310.80
202-B039	REMOVAL OF EXISTING LIGHT & FOUNDATION	EA	6	\$ 500.00	\$ 3,000.00	\$ 600.00	\$ 3,600.00	\$ 259.00	\$ 1,554.00
505-C007	SAW CUT FULL DEPTH	LF	380	\$ 15.00	\$ 5,400.00	\$ 13.00	\$ 4,940.00	\$ 5.18	\$ 1,964.80
605-A001	CONCRETE SIDEWALK WITHOUT REINFORCEMENT	SY	22	\$ 40.00	\$ 880.00	\$ 190.00	\$ 4,180.00	\$ 51.80	\$ 1,139.60
615-A004	CONCRETE MEDIAN AND/OR ISLAND PAVEMENT, 12" THICK	SY	12	\$ 100.00	\$ 1,200.00	\$ 170.00	\$ 2,040.00	\$ 77.70	\$ 932.40
615-A001	MAINTENANCE OF TRAFFIC	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00	\$ 10,580.00	\$ 10,360.00
615-B001	ADDITIONAL CONSTRUCTION SIGNS	SF	1	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
605-A003	MOBILIZATION	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00	\$ 22,662.50	\$ 22,662.50
907-258-E001	TRASH RECEIPTABLE	EA	1	\$ 650.00	\$ 650.00	\$ 600.00	\$ 600.00	\$ 704.48	\$ 704.48
907-258-002	SIGN, STREET	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 680.45	\$ 680.45
907-258-3001	METAL BENCH	EA	1	\$ 650.00	\$ 650.00	\$ 600.00	\$ 600.00	\$ 689.52	\$ 689.52
907-258-3010	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AVG	LF	300	\$ 16.00	\$ 4,800.00	\$ 10.40	\$ 3,120.00	\$ 14.25	\$ 4,275.00
907-258-3011	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AVG	LF	420	\$ 18.00	\$ 7,560.00	\$ 10.90	\$ 4,578.00	\$ 14.25	\$ 5,985.00
907-258-3012	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AVG	LF	1000	\$ 18.00	\$ 18,000.00	\$ 12.70	\$ 12,700.00	\$ 16.84	\$ 16,840.00

Certification this a true and correct tabulation of bids for the City of Piquette, received by the Mayor and City Council on December 12, 2013 at 2:30 pm at which time said bids were opened and read aloud.
Vernon Moore, P.E.
 Vernon Moore, P.E.



City of Piquette
 Downtown Historic Improvements
 Federal Aid Project No. STP-0400-00(028) LPA/106442-101000
 Pearl River County, MS
 December 12, 2013 - 2:30 PM
 Certified Bid Tabulation



ITEM NO.	ITEM	UNIT	QTY.	Engineer's Estimate		Webster Electric Company, Inc.		Hansley R. Lee Contracting, Inc.	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
STP-0400-00(028) LPA/106442-101000									
682-8036	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AWG 8, 3 CONDUCTOR	LF	1800	\$ 16.00	\$ 28,800.00	\$ 11.00	\$ 17,800.00	\$ 14.25	\$ 22,800.00
682-8037	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AWG 8, 4 CONDUCTOR	LF	220	\$ 17.00	\$ 3,740.00	\$ 11.50	\$ 2,530.00	\$ 15.54	\$ 3,418.80
682-8048	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AWG 3, 4 CONDUCTOR	LF	300	\$ 21.00	\$ 6,300.00	\$ 14.50	\$ 4,350.00	\$ 18.13	\$ 5,439.00
682-5001	UNDERGROUND JUNCTION BOX	EA	18	\$ 490.00	\$ 7,200.00	\$ 700.00	\$ 12,600.00	\$ 971.26	\$ 17,492.50
682-5002	STRUCTURE MOUNTED JUNCTION BOX	EA	2	\$ 750.00	\$ 1,500.00	\$ 300.00	\$ 600.00	\$ 971.26	\$ 1,942.50
907-682-F102	SECONDARY POWER CONTROLLER, AS PER PLANS	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 7,400.00	\$ 14,800.00	\$ 10,380.00	\$ 20,720.00
907-683-PP001	LIGHTING ASSEMBLY, LOW MAST, AS PER PLANS	EA	12	\$ 2,500.00	\$ 30,000.00	\$ 3,270.00	\$ 39,240.00	\$ 4,862.00	\$ 55,944.00
907-683-PP001	LIGHTING ASSEMBLY, LOW MAST, AS PER PLANS	EA	6	\$ 3,500.00	\$ 21,000.00	\$ 7,250.00	\$ 43,500.00	\$ 9,712.50	\$ 58,275.00
ALTERNATE GROUP AA NUMBER 1									
907-403-A011	HOT MIX ASPHALT, ST. 12.5MM MIXTURE	TON	5	\$ 200.00	\$ 1,000.00	\$ 400.00	\$ 2,000.00	\$ 228.53	\$ 1,133.16
ALTERNATE GROUP AA NUMBER 2									
907-403-M003	WARM MIX ASPHALT, ST. 12.5MM MIXTURE	TON	5	\$ 200.00	\$ 1,000.00	\$ 400.00	\$ 2,000.00	\$ 228.63	\$ 1,133.15
				TOTAL WITH ALTERNATE GROUP AA NUMBER 1:					
				TOTAL WITH ALTERNATE GROUP AA NUMBER 2:					
				TOTAL WITH ALTERNATE GROUP AA NUMBER 2:					

Vernon Moore
 Vernon Moore, P.E.

Certification this a true and correct tabulation of bids for the City of Piquette, received by the Mayor and City Council on December 12, 2013 at 2:30 pm at which time said bids were opened and read aloud.

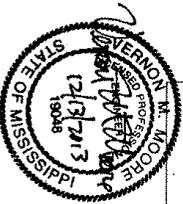


City of Piceyune
 Downtown Historic Improvements
 Federal Aid Project No. ST-7(440)-00(028) LP-PA/106442-701000
 Pearl River County, MS
 December 12, 2013 - 2:30 PM
 Certified Bid Tabulation



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ITEM NO.	ITEM	UNIT	QTY.	Engineer's Estimate		Webster Electric Company, Inc.		Henley R. Lee Contracting, Inc.	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
ALTERNATE GROUP AA NUMBER 3									
202-9035	REMOVAL OF CONCRETE SIDEWALKS	SY	8	\$ 20.00	\$ 160.00	\$ 40.00	\$ 320.00	\$ 12.95	\$ 103.60
503-5007	SAW CUT FULL DEPTH	LF	80	\$ 15.00	\$ 1,200.00	\$ 13.00	\$ 1,040.00	\$ 5.18	\$ 414.40
609-4001	CONCRETE SIDEWALK WITHOUT REINFORCEMENT	SY	8	\$ 40.00	\$ 320.00	\$ 180.00	\$ 1,452.00	\$ 51.80	\$ 414.40
692-8010	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AWG 10, 3 CONDUCTOR	LF	140	\$ 18.00	\$ 2,520.00	\$ 10.40	\$ 1,456.00	\$ 14.25	\$ 1,995.00
692-8038	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AWG 8, 3 CONDUCTOR	LF	400	\$ 17.00	\$ 6,800.00	\$ 11.00	\$ 4,400.00	\$ 14.25	\$ 5,700.00
692-8001	UNDERGROUND JUNCTION BOX	EA	4	\$ 400.00	\$ 1,600.00	\$ 700.00	\$ 2,800.00	\$ 971.25	\$ 3,885.00
907-683-PR001	LIGHTING ASSEMBLY, LOW MAST, AS PER PLANS	EA	4	\$ 2,500.00	\$ 10,000.00	\$ 3,270.00	\$ 13,080.00	\$ 4,652.00	\$ 18,648.00
ALTERNATE GROUP AA NUMBER 3 TOTAL:									
				\$	22,320.00	\$	24,616.00	\$	31,160.40
TOTAL WITH ALTERNATE GROUP AA NUMBER 1 AND GROUP AA NUMBER 3:				\$	161,990.00	\$	222,724.00	\$	286,698.30
TOTAL WITH ALTERNATE GROUP AA NUMBER 2 AND GROUP AA NUMBER 3:				\$	191,990.00	\$	222,724.00	\$	286,698.30



Certification this a true and correct tabulation of bids for the City of Piceyune, received by the Mayor and City Council on December 12, 2013 at 2:30 pm at which time said bids were opened and read aloud.
 Vernon Moore, P.E.



City of Picayune
 Downtown Historic Improvements
 Federal Aid Project No. STP-040-00(028) L-P4/708442-707000
 Pearl River County, MS
 December 12, 2013 - 2:30 PM
 Certified Bid Tabulation



ITEM NO.	ITEM	UNIT	QTY.	Simmons Erosion Control, Inc.		Twin L Construction, Inc.		Mississippi Power Company ¹	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
575-000-00(028) L-P4/708442-707000									
202-8005	REMOVAL OF ASPHALT PAVEMENT ALL DEPTHS	SY	20	\$ 25.00	\$ 500.00	\$ 20.00	\$ 400.00	\$ 300.00	\$ 6,000.00
202-8024	REMOVAL OF CONCRETE MEDIAN AND ISLAND ALL DEPTHS	SY	12	\$ 25.00	\$ 300.00	\$ 25.00	\$ 300.00	\$ 300.00	\$ 3,600.00
202-8035	REMOVAL OF CONCRETE SIDEWALKS	SY	24	\$ 25.00	\$ 600.00	\$ 25.00	\$ 600.00	\$ 300.00	\$ 7,200.00
202-8099	REMOVAL OF EXISTING LIGHT & FOUNDATION	EA	6	\$ 500.00	\$ 3,000.00	\$ 400.00	\$ 2,400.00	\$ 1,125.00	\$ 6,750.00
503-2007	SAW CUT FULL DEPTH	LF	380	\$ 15.00	\$ 5,400.00	\$ 20.00	\$ 7,200.00	\$ 15.28	\$ 5,490.00
608-4001	CONCRETE SIDEWALK WITHOUT REINFORCEMENT	SY	22	\$ 75.00	\$ 1,650.00	\$ 90.00	\$ 1,980.00	\$ 688.00	\$ 15,070.00
616-4004	CONCRETE MEDIAN AND/OR ISLAND PAVEMENT 12" THICK	SY	12	\$ 125.00	\$ 1,500.00	\$ 208.00	\$ 2,496.00	\$ 705.00	\$ 8,460.00
618-4001	MAINTENANCE OF TRAFFIC	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 18,300.00	\$ 18,300.00	\$ 10,700.00	\$ 10,700.00
618-8001	ADDITIONAL CONSTRUCTION SIGNS	SF	1	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
620-4001	MOBILIZATION	LS	1	\$ 34,000.00	\$ 34,000.00	\$ 25,000.00	\$ 25,000.00	\$ 3,500.00	\$ 3,500.00
907-258-E001	TRASH RECEPTACLE	EA	1	\$ 700.00	\$ 700.00	\$ 611.00	\$ 611.00	\$ 1,000.00	\$ 1,000.00
907-258-J002	SIGN STREET	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 1,250.00	\$ 1,250.00	\$ 2,200.00	\$ 2,200.00
907-258-J001	METAL BENCH	EA	1	\$ 690.00	\$ 690.00	\$ 730.00	\$ 730.00	\$ 1,000.00	\$ 1,000.00
882-8010	UNDERGROUND BRANCH CIRCUIT JACKED OR BORED AVG	LF	300	\$ 20.00	\$ 6,000.00	\$ 13.92	\$ 4,176.00	\$ 18.50	\$ 5,550.00
882-8011	UNDERGROUND BRANCH CIRCUIT JACKED OR BORED AVG	LF	420	\$ 20.00	\$ 8,400.00	\$ 14.00	\$ 5,880.00	\$ 19.00	\$ 7,980.00
882-8012	UNDERGROUND BRANCH CIRCUIT JACKED OR BORED AVG	LF	1000	\$ 20.00	\$ 20,000.00	\$ 16.50	\$ 16,500.00	\$ 19.50	\$ 19,500.00

Certification this a true and correct tabulation of bids for the City of Picayune, received by the Mayor and City Council on December 12, 2013 at 2:30 pm at which time said bids were opened and read aloud.

Vernon Moore
 Vernon Moore, P.E.



City of Picayune
 Downtown Historic Improvements
 Federal Aid Project No. STR-0400-00(028) LPA105442-701000
 Pearl River County, MS
 December 12, 2013 - 2:30 PM
 Certified Bid Tabulation



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ITEM NO.	ITEM	UNIT	QTY	Simmons Erection Control, Inc.		Twin L Construction, Inc.		Mississippi Power Company*	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
STR-0400-00(028) LPA105442-701000									
892-B006	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED AWG 8, 3/4 CONDUCTOR	LF	1600	\$ 25.00	\$ 40,000.00	\$ 14.00	\$ 22,400.00	\$ 18.50	\$ 29,600.00
892-B007	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED AWG 8, 4 CONDUCTOR	LF	220	\$ 25.00	\$ 5,500.00	\$ 15.50	\$ 3,410.00	\$ 20.50	\$ 4,510.00
892-B048	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED AWG 3, 4 CONDUCTOR	LF	300	\$ 25.00	\$ 7,500.00	\$ 19.00	\$ 5,700.00	\$ 22.50	\$ 6,750.00
892-E001	UNDERGROUND JUNCTION BOX	EA	18	\$ 1,000.00	\$ 18,000.00	\$ 960.00	\$ 17,280.00	\$ 530.00	\$ 9,540.00
892-E002	STRUCTURE MOUNTED JUNCTION BOX	EA	2	\$ 500.00	\$ 1,000.00	\$ 949.00	\$ 1,898.00	\$ 3,900.00	\$ 7,800.00
907-882-F002	SECONDARY POWER CONTROLLER, AS PER PLANS	EA	2	\$ 9,500.00	\$ 19,000.00	\$ 10,120.00	\$ 20,240.00	\$ 2,300.00	\$ 4,600.00
907-883-PP001	LIGHTING ASSEMBLY, LOW MAST, AS PER PLANS	EA	12	\$ 3,390.00	\$ 39,620.00	\$ 4,554.00	\$ 54,648.00	\$ 2,300.00	\$ 27,600.00
907-883-PP001	LIGHTING ASSEMBLY, LOW MAST, AS PER PLANS	EA	6	\$ 7,500.00	\$ 45,000.00	\$ 9,488.00	\$ 56,928.00	\$ 6,000.00	\$ 36,000.00
ALTERNATE GROUP AA NUMBER 1									
907-403-A011	HOT MIX ASPHALT, ST. 12.5MM MIXTURE	TON	5	\$ 600.00	\$ 3,000.00	\$ 500.00	\$ 2,500.00	\$ 600.00	\$ 3,000.00
ALTERNATE GROUP AA NUMBER 2									
907-403-M003	WARM MIX ASPHALT, ST. 12.5MM MIXTURE	TON	5	\$ 600.00	\$ 3,000.00	\$ 500.00	\$ 2,500.00	\$ 600.00	\$ 3,000.00
				TOTAL WITH ALTERNATE GROUP AA NUMBER 1:					
				TOTAL WITH ALTERNATE GROUP AA NUMBER 2:					
				TOTAL WITH ALTERNATE GROUP AA NUMBER 2:					

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Vernon Moore
 Vernon Moore, P.E.



City of Picayune
 Downtown Historic Improvements
 Federal Aid Project No. STP-0400-00(028) LP#1708442-707000
 Pearl River County, MS
 December 12, 2013 - 2:30 PM
 Certified Bid Tabulation



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ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	
STP-0400-00(028) LP#1708442-707000										
ALTERNATE GROUP AA NUMBER 3										
202-9035	REMOVAL OF CONCRETE SIDEWALKS	SY	8	25.00	\$ 200.00	25.00	\$ 200.00	300.00	\$ 2,400.00	
503-0067	SAW CUT FILL DEPTH	LF	80	14.00	\$ 1,120.00	20.00	\$ 1,600.00	16.25	\$ 1,220.00	
606-4001	CONCRETE SIDEWALK WITHOUT REINFORCEMENT	SY	8	78.00	\$ 624.00	90.00	\$ 720.00	685.00	\$ 5,480.00	
682-8010	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AWG 10, 3 CONDUCTOR	LF	140	25.00	\$ 3,500.00	14.00	\$ 1,960.00	18.50	\$ 2,590.00	
682-8936	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AWG 10, 3 CONDUCTOR	LF	400	25.00	\$ 10,000.00	14.00	\$ 5,600.00	18.50	\$ 7,400.00	
682-8901	UNDERGROUND JUNCTION BOX	EA	4	1,000.00	\$ 4,000.00	980.00	\$ 3,920.00	530.00	\$ 2,120.00	
907-683-PP001	LIGHTING ASSEMBLY, LOW MAST, AS PER PLANS	EA	4	3,300.00	\$ 13,200.00	4,524.00	\$ 18,216.00	2,300.00	\$ 9,200.00	
ALTERNATE GROUP AA NUMBER 3 TOTAL:										
					\$ 32,820.00					
TOTAL WITH ALTERNATE GROUP AA NUMBER 1 AND GROUP AA NUMBERS 3:					\$ 302,890.00					
TOTAL WITH ALTERNATE GROUP AA NUMBER 2 AND GROUP AA NUMBERS 3:					\$ 302,890.00					
					\$ 304,933.00					
					\$ 304,933.00					
					\$ 263,020.00					

* Separated Shipped Proposal, Was Irregular and Rejected



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 Vernon Moore, P.E.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE OUT OF STATE TRAVEL FOR CAPT. CONSTANCE MYERS

Motion was made by Council Member Breland, seconded by Council Member Stevens to approve out of state travel for Capt. Constance Myers to attend Internal Affairs Training at the Slidell, LA Police Academy February 10-13, 2014.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE OUT OF STATE TRAVEL FOR FIRE CHIEF KEITH BROWN

Motion was made by Council Member Breland, seconded by Council Member Valente to authorize out of state travel for Fire Chief Keith Brown to attend "SE Association of Fire Chief" board meeting in Birmingham, AL January 8-11, 2014 with SEAFCA paying all costs.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE OUT OF STATE TRAVEL FOR FIRE CHIEF KEITH BROWN

Motion was made by Council Member Breland, seconded by Council Member Valente to authorize out of state travel for Fire Chief Keith Brown to attend "International Association of Fire Chiefs" board meeting in Fairfax, VA January 22-24, 2014 with IAFC paying all costs.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT A DONATION CHECK FROM FRED'S SUPER DOLLAR

Motion was made by Council Member Breland, seconded by Council Member Stevens to accept a donation check from Fred's Super Dollar in the amount of \$154.06 for the Fire Department to use for buying handouts for senior citizens and children.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE T-HANGAR LEASE AGREEMENT BY AND BETWEEN THE CITY OF PICAYUNE AND CALVIN D COOTER

Motion was made by Council Member Valente, seconded by Council Member Stevens to approve T-Hangar Lease Agreement by and between the City of Picayune and Mr. Calvin D. Cooter.

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement made and entered into this, the **January 7, 2014** by and between the City of Picayune, hereinafter referred to as "Lessor" and the **Calvin D. Cooter** 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-5** located at the Picayune Municipal Airport, Picayune, Mississippi, together with reasonably necessary rights of access across Lessor's adjoining areas. Lessee has inspected the T-Hangar and accepts the T-Hangar in its present condition.

2. **TERMS**

The term of this Agreement shall be **Yearly**, with the term to begin on **January 7, 2014** and continue thereafter yearly until either party gives notice of termination or default by Lessee. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party of its intent to terminate this Agreement, regardless of breach or compliance of either party.

3. **RENT**

Lessee shall pay, as rent for the use of the described Hangar, the amount of **\$250.00** per month plus a **\$250.00** hangar deposit fee is due at the inception of this contract. Said rent shall be payable by mail to the Picayune Municipal Airport, 203 Goodyear Blvd, 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**

Lessor shall pay electrical utility. 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.

16. NOTICES

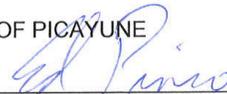
Should any notices be required to be given to the respective parties, the notice shall be given in writing by registered or certified mail at the following addresses or at such other addresses as may be substituted by subsequent notices to-wit:

As to Lessor: City Manager
203 Goodyear Blvd
Picayune, MS 39466

At to Lessee: Calvin D. Cooler
7314 English Park Way
Corrytown, TN 37721

WITNESS the signatures of the parties hereto, this the 7 day of January, 2014.

LESSOR: CITY OF PICAYUNE

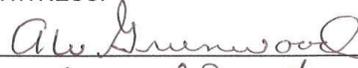
BY: 
Ed Pinero, Mayor

ATTEST:


City Clerk

LESSEE: 

WITNESS:


Airport Director

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Stevens, Breland and Gouquet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RECESS

Motion was made by Council Member Stevens, seconded by Council Member Valente to recess until Tuesday, January 21, 2014 at 5:00 pm.

REGULAR MEETING JANUARY 7, 2014

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk