

**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, August 4, 2015, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members, Tammy Valente, Lynn Bumpers, Jan Stevens, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton.

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

Opening prayer was given by Father Jon Filken, followed by the Pledge of Allegiance led by Mayor Ed Pinero.

ORDER TO APPROVE MINUTES

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve the Minutes for the City of Picayune dated July 21, 2015.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT

Motion was made by Council Member Valente, seconded by Council Member Gouguet to acknowledge receipt of monthly budget report for the month of July 2015.

**AF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 7/31/2015**

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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						
351-000-232.11-000-000 FAA-HELICOPTER PAD-DRAINAGE	0	0	2,826	0	2,826	0
351-000-232.14-000-000 FAA-REHABILITATE RUNWAY	500,000	0	15,623	416,667	(401,044)	3
351-000-341.01-000-000 RENT T-HANGARS	78,660	3,738	89,008	65,550	23,458	113
351-000-341.02-000-000 GROUND LEASES	12,480	900	12,848	10,400	2,448	103
351-000-374.00-000-000 FUEL SALES	4,000	315	2,964	3,333	(369)	74
Total Revenues	595,140	4,953	123,269	495,950	(372,681)	21
Expenditures						
Airport Expenses						
PERSONNEL	57,868	4,087	42,919	48,224	5,305	74
SUPPLIES	6,300	570	2,702	5,250	2,548	43
OUTSIDE SERVICES	61,356	4,964	54,138	52,065	(2,073)	88
CAPITAL OUTLAY	0	0	0	(91,667)	(91,667)	0
Total Airport Expenses	125,524	9,611	99,759	13,872	(85,887)	79
Total Expenditures	125,524	9,611	99,759	13,872	(85,887)	79
Excess Revenue Over (Under) Expenditures	469,616	(4,658)	23,510	482,078	(286,794)	5

CF 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
Revenues						
406-000-211.00-000-000 RECORDING FEES	0	60	211	0	211	0
406-000-340.00-000-000 INTEREST INCOME	200	0	295	167	128	147
406-000-355.00-000-000 MISCELLANEOUS INCOME	350	0	0	292	(292)	0
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	69,000	5,750	57,500	57,500	0	83
406-000-392.00-000-000 SALE OF LOTS	20,000	565	14,533	16,667	(2,135)	73
Total Revenues	89,550	6,375	72,539	74,626	(2,088)	81
Expenditures						
Cemetery Expenses						
PERSONNEL	76,355	5,963	46,773	63,630	16,857	61
SUPPLIES	7,987	839	7,943	6,656	(1,287)	99
OUTSIDE SERVICES	3,300	91	1,833	2,750	917	56
Total Cemetery Expenses	87,642	6,893	56,549	73,036	16,487	65
Total Expenditures	87,642	6,893	56,549	73,036	16,487	65
Excess Revenue Over (Under) Expenditures	1,908	(518)	15,990	1,590	(18,575)	838

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**ED Statement of Activity - MTD and YTD with Budget
City of Picayune
For 7/31/2015**

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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	1,033	208	825	413
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	1,335	13,553	0	13,553	0
110-043-341.00-000-000 RENT	67,875	0	0	56,563	(56,563)	0
110-402-260.00-000-000 SALES TAX-TOURISM	435,000	41,365	380,520	365,833	14,687	87
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,500	260	1,995	2,083	(88)	80
110-402-314.03-000-000 PARK FIELD RENTAL FEES	1,138	0	5,900	948	4,952	518
110-402-314.06-000-000 PARK TOURNAMENT FEES	550	0	0	458	(458)	0
110-402-314.07-000-000 PARK CONCESSION REVENUE	100	0	0	83	(83)	0
110-402-340.00-000-000 INTEREST INCOME-TOURISM	250	0	210	208	2	84
110-402-346.00-000-000 DONATIONS	0	0	500	0	500	0
110-402-346.01-000-000 PARK FUNDRAISER IMPROVEMENTS	0	0	1,000	0	1,000	0
110-402-355.00-000-000 MISC INCOME	0	49,002	50,499	0	50,499	0
110-402-380.00-000-000 TRANSFER FROM OTHER FUNDS	104,500	0	83,000	87,083	(4,083)	79
Total Revenues	612,163	91,962	538,210	513,467	24,743	88
Expenditures						
Sale of Lots Expenses						
OUTSIDE SERVICES	55,000	380	28,800	54,167	25,367	52
CAPITAL OUTLAY	100,001	0	83,341	100,001	16,660	83
Total Sale of Lots Expenses	155,001	380	112,141	154,168	42,027	72
Recreation Expenses						
PERSONNEL	144,465	14,549	108,658	123,721	15,063	75
SUPPLIES	45,000	1,899	29,451	37,601	8,050	65
OUTSIDE SERVICES	140,947	7,604	87,293	117,457	30,164	62
CAPITAL OUTLAY	3,891	439	3,596	3,891	295	92
Total Recreation Expenses	334,303	24,491	228,998	282,570	53,572	69
Retirement Development Expenses						
Total Expenditures	489,304	24,871	341,139	436,738	96,599	70
Excess Revenue Over (Under) Expenditures	122,859	67,091	197,071	76,729	(70,856)	160

GF Statement of Activity - MTD and YTD with Budget
City of Picayune
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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	1,290,836	14,925	1,176,860	1,075,697	101,163	91
001-000-201.00-000-000 AUTO AND MOBILE HOME	226,443	20,801	182,583	188,703	(6,120)	81
001-000-202.00-000-000 PERSONAL TAXES	366,947	7,040	364,612	305,789	58,823	99
001-000-203.00-000-000 AD VALOREM-DELINQUENT	1,000	0	3,928	833	3,095	393
001-000-210.00-000-000 PENALTIES & INTEREST	24,568	2,242	11,709	20,490	(8,781)	48
001-000-214.00-000-000 TAX COLLECTION COSTS	65,133	1,524	60,199	54,278	5,921	92
001-000-220.00-000-000 PRIVILEGE LICENSES	37,654	127	8,705	31,378	(22,673)	23
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	3,825	225	5,850	3,188	2,662	153
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	662,696	30,087	595,101	552,238	6,863	84
001-000-222.00-000-000 BUILDING PERMITS	55,000	1,333	66,475	45,833	20,642	121
001-000-223.00-000-000 PLANNING/ZONING APPLICATIONS	8,000	0	0	6,667	(6,667)	0
001-000-224.00-000-000 LOT CLEANUP	20,000	0	17,143	16,667	476	86
001-000-225.00-000-000 SPECIAL USE RESORT ZONING PERMITS	0	0	(38,700)	0	(38,700)	0
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	22,917	(22,917)	0
001-000-245.01-000-000 STATE WIRELESS FUND	8,657	0	8,657	7,214	1,443	100
001-000-247.02-000-000 BULLET PROOF VEST	0	0	4,103	0	4,103	0
001-000-250.00-000-000 MUNICIPAL-STATE AID	17,500	3,703	15,560	14,563	967	89
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	150,000	0	84,437	125,000	(40,563)	56
001-000-260.00-000-000 GENERAL SALES TAX	4,390,045	363,106	3,767,002	3,695,038	71,964	86
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR LTD	56,136	57,363	57,363	46,780	10,583	102
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	19,987	459	18,140	16,656	1,484	91
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,831	1,826	1,826	1,526	300	100
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	15,000	0	11,700	12,500	(800)	78
001-000-271.00-000-000 ROAD & BRIDGE TAXES	220,000	5,227	203,682	183,333	20,349	93
001-000-276.00-000-000 SCHOOL PATROL	120,696	0	143,696	100,580	48,116	123
001-000-289.00-000-000 MUN COURT WARRANT OFFICER	13,000	0	9,273	10,833	(1,561)	71
001-000-330.00-000-000 COURT FINES & FEES	303,000	0	253,271	252,500	771	84
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	0	17,851	18,750	(899)	79
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	2,000	145	868	1,667	(799)	43
001-000-336.02-000-000 COURT EQUIPMENT	0	0	20	0	20	0
001-000-336.05-000-000 COLLECTION FEE	100	0	1,252	83	1,169	1,252
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	10,200	0	8,924	8,500	424	87
001-000-340.00-000-000 INTEREST EARNED	20,000	0	11,597	16,667	(5,070)	58
001-000-346.10-000-000 SUMMER YOUTH CAMP DONATION	0	0	9,064	0	9,064	0
001-000-348.00-000-000 DONATIONS TO POLICE DEPT	0	0	218	0	218	0
001-000-355.00-000-000 MISCELLANEOUS INCOME	29,380	2,516	33,388	27,027	6,361	114
001-000-380.07-000-000 TRANSFER FROM CAPITAL PROJECTS FUND	108,379	0	44,500	94,899	(50,399)	41
001-000-393.04-000-000 SALE OF SCRAP METAL- MAINTENANCE	0	0	184	0	184	0
Total Revenues	8,298,003	512,629	7,506,161	6,958,814	547,346	90
Expenditures						
001-350-400.60-000-000 FEMA HAZARD MITIGATION	0	0	376,130	0	376,130	0
Total Expenditures	0	0	376,130	0	376,130	0

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 7/31/2015**

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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	67,163	5,066	52,243	55,971	3,728	78
SUPPLIES	500	0	499	417	(62)	100
OUTSIDE SERVICES	72,750	18,379	59,363	63,626	4,263	82
CAPITAL OUTLAY	1,449	0	1,449	1,449	0	100
Total Municipal Council Expenses	141,862	23,445	113,554	121,463	7,909	80
<u>Municipal Court Expenses</u>						
PERSONNEL	268,606	20,381	203,961	223,838	19,877	76
SUPPLIES	4,250	0	3,018	3,541	523	71
OUTSIDE SERVICES	68,125	5,312	67,478	56,771	(10,707)	99
Total Municipal Court Expenses	340,981	25,693	274,457	284,150	9,693	80
<u>City Attorney Expenses</u>						
PERSONNEL	19,616	1,485	8,744	16,348	7,604	45
OUTSIDE SERVICES	20,000	88	8,860	16,667	7,807	44
Total City Attorney Expenses	39,616	1,573	17,604	33,015	15,411	44
<u>City Manager Expenses</u>						
PERSONNEL	98,290	7,667	79,004	81,908	2,904	80
SUPPLIES	6,000	323	2,875	5,001	2,126	48
OUTSIDE SERVICES	15,300	2,475	9,858	12,751	2,893	64
Total City Manager Expenses	119,590	10,365	91,737	99,660	7,923	77
<u>General Services Expenses</u>						
PERSONNEL	17,307	1,322	13,481	14,423	942	78
SUPPLIES	7,700	577	4,143	6,417	2,274	54
OUTSIDE SERVICES	200,173	5,201	174,763	166,811	(7,952)	87
CAPITAL OUTLAY	6,600	0	(5,511)	6,600	12,111	(84)
Total General Services Expenses	231,780	7,100	186,876	194,251	7,375	81
<u>Financial Expenses</u>						
PERSONNEL	141,525	10,923	113,871	117,938	4,067	80
SUPPLIES	7,500	872	2,334	6,260	3,916	31
OUTSIDE SERVICES	63,025	2,406	35,085	51,421	16,336	56
Total Financial Expenses	212,050	14,201	151,290	175,609	24,319	71
<u>Grant Expenses</u>						
PERSONNEL	20,793	1,608	16,840	17,328	488	81
SUPPLIES	4,000	67	789	3,383	2,544	20
OUTSIDE SERVICES	7,950	245	5,136	6,791	1,655	65
Total Grant Expenses	32,743	1,920	22,765	27,462	4,687	70
<u>Code Enforcement Expenses</u>						
PERSONNEL	150,905	11,891	122,754	125,765	3,001	81
SUPPLIES	4,300	219	2,636	3,583	945	61
OUTSIDE SERVICES	79,100	1,655	55,836	72,158	16,322	71
Total Code Enforcement Expenses	234,305	13,765	181,228	201,496	20,268	77

**GF Statement of Activity - MTD and YTD with Budget
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For 7/31/2015**

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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>Police Administration Expenses</u>						
PERSONNEL	126,602	9,897	103,957	105,501	1,544	82
SUPPLIES	7,500	483	3,098	6,250	3,152	41
OUTSIDE SERVICES	56,025	5,082	39,886	46,688	6,702	71
CAPITAL OUTLAY	8,657	0	8,657	7,214	(1,443)	100
Total Police Administration Expenses	198,784	15,462	155,698	165,653	9,955	78
<u>Patrol & Investigations Expenses</u>						
PERSONNEL	1,398,337	104,606	1,107,569	1,165,281	57,712	79
SUPPLIES	136,750	8,203	80,820	113,958	33,138	59
OUTSIDE SERVICES	100,906	4,954	74,633	84,068	9,455	74
CAPITAL OUTLAY	3,438	0	0	3,438	3,438	0
Total Patrol & Investigations Expenses	1,639,431	117,763	1,263,022	1,366,765	103,743	77
<u>Domestic Violence Grant Expenses</u>						
SUPPLIES	1,000	0	212	833	621	21
Total Domestic Violence Grant Expenses	1,000	0	212	833	621	21
<u>Custody of Prisoners Expenses</u>						
PERSONNEL	170,227	11,896	120,086	141,855	21,769	71
SUPPLIES	61,500	4,843	46,222	51,249	5,027	75
OUTSIDE SERVICES	128,500	2,070	118,359	125,917	7,518	92
Total Custody of Prisoners Expenses	360,227	18,809	284,707	319,021	34,314	79
<u>Alcohol Countermeasures Grant Expenses</u>						
<u>Records & Communications Expenses</u>						
PERSONNEL	357,332	29,248	291,887	297,779	5,892	82
SUPPLIES	4,970	1,857	4,200	3,886	(314)	85
OUTSIDE SERVICES	21,830	316	15,712	18,446	2,735	72
Total Records & Communications Expenses	384,132	31,421	311,799	320,111	8,313	81
<u>School Patrol Expenses</u>						
PERSONNEL	173,763	13,866	135,158	144,804	9,646	78
SUPPLIES	6,000	1,008	6,531	5,000	(1,531)	109
OUTSIDE SERVICES	3,750	268	2,240	3,125	885	60
Total School Patrol Expenses	183,513	15,142	143,929	152,929	9,000	78
<u>Animal Control Expenses</u>						
PERSONNEL	30,601	2,365	24,487	25,500	1,013	80
SUPPLIES	2,780	252	2,053	2,316	263	74
OUTSIDE SERVICES	42,650	4,425	39,349	34,709	(4,640)	92
Total Animal Control Expenses	76,031	7,042	65,889	62,525	(3,364)	87
<u>Fire Department Expenses</u>						
PERSONNEL	2,006,143	152,875	1,627,349	1,671,786	44,437	81
SUPPLIES	54,600	6,382	29,296	45,500	16,204	54
OUTSIDE SERVICES	82,889	9,854	82,015	69,074	(12,941)	99
Total Fire Department Expenses	2,143,632	169,111	1,738,660	1,786,360	47,700	81

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**GF 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
Streets & Drainage Expenses						
PERSONNEL	334,840	27,165	271,929	280,089	8,140	81
SUPPLIES	169,605	14,405	121,046	141,422	20,376	71
OUTSIDE SERVICES	314,192	27,087	281,537	283,851	(17,686)	90
CAPITAL OUTLAY	55,550	11,048	52,688	55,550	2,862	95
Total Streets & Drainage Expenses	874,187	79,705	727,200	740,892	13,692	83
Grounds & Beautification Expenses						
PERSONNEL	344,870	28,382	267,744	287,393	19,649	78
SUPPLIES	94,844	5,918	82,574	79,038	(3,536)	87
OUTSIDE SERVICES	20,950	500	18,399	17,458	(941)	88
CAPITAL OUTLAY	7,500	0	7,006	7,500	494	93
Total Grounds & Beautification Expenses	468,164	34,800	375,723	391,389	15,666	80
Equipment Maintenance Expenses						
PERSONNEL	46,331	2,523	25,984	38,611	12,627	56
SUPPLIES	14,110	402	2,367	11,758	9,392	17
OUTSIDE SERVICES	10,300	673	5,906	8,584	2,678	57
CAPITAL OUTLAY	184	0	184	184	0	100
Total Equipment Maintenance Expenses	70,925	3,598	34,441	59,137	24,697	49
Transfers Expenses						
OUTSIDE SERVICES	439,391	9,614	536,745	367,172	(169,573)	122
Total Transfers Expenses	439,391	9,614	536,745	367,172	(169,573)	122
Aid to Other Govts Expenses						
OUTSIDE SERVICES	19,280	1,507	16,067	16,067	0	83
Total Aid to Other Govts Expenses	19,280	1,507	16,067	16,067	0	83
Total Expenditures	8,211,624	601,836	6,653,603	6,885,950	192,349	82
Excess Revenue Over (Under) Expenditures	86,379	(89,207)	812,558	72,864	354,997	941

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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	8,577	6,250	2,327	114
405-000-340.04-000-000 2013 REVENUE BOND INTEREST EARNED	2,640	0	1,064	2,200	(1,136)	40
405-000-351.02-000-000 MISC TAP INCOME	25,000	0	10,600	20,833	(10,233)	42
405-000-352.00-000-000 PRCUA BILLING/AMR PAYMENTS	54,000	4,646	46,329	45,000	1,329	86
405-000-355.00-000-000 MISC INCOME	112,000	7,149	67,481	93,333	(25,852)	60
405-000-355.01-000-000 MISC INCOME BAGS	4,000	160	2,485	3,333	(848)	62
405-000-360.01-000-000 METERED SALES WATER	1,721,138	136,483	1,297,353	1,434,282	(136,929)	75
405-000-360.02-000-000 METERED SALES GAS	2,235,400	123,713	2,438,465	1,862,833	575,632	109
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	2,000	200	1,586	1,667	(81)	79
405-000-364.00-000-000 UTILITY LATE CHARGES	145,000	12,705	128,991	120,833	8,158	89
405-000-365.00-000-000 GARBAGE REVENUE	915,000	82,194	820,487	762,500	57,987	90
405-000-380.01-000-000 TRANSFER FROM WATER CONTINGENCY FUND	20,600	0	20,600	20,600	0	100
405-000-393.02-000-000 SALE OF EQUIPMENT & MACHINERY	0	0	25,130	0	25,130	0
Total Revenues	5,244,278	367,250	4,869,148	4,373,664	495,484	93
Expenditures						
Intrafund Transfers Expenses						
TRANSFERS	100,000	8,333	83,333	83,333	0	83
Total Intrafund Transfers Expenses	100,000	8,333	83,333	83,333	0	83
Utility Administration Expenses						
PERSONNEL	564,707	44,765	476,256	470,589	(5,667)	84
SUPPLIES	29,000	2,361	14,744	24,166	9,422	51
OUTSIDE SERVICES	185,250	6,836	138,748	154,375	15,627	75
Total Utility Administration Expenses	778,957	53,962	629,748	649,130	19,382	81
Director of Public Works Expenses						
PERSONNEL	159,997	12,555	130,771	133,332	2,561	82
SUPPLIES	16,616	349	5,515	13,949	8,434	33
OUTSIDE SERVICES	72,915	3,836	53,546	59,646	6,100	73
CAPITAL OUTLAY	34,033	2,493	33,869	33,700	168	100
Total Director of Public Works Expenses	283,561	19,333	223,701	240,627	16,927	79
Water Regulations Expenses						
PERSONNEL	44,927	3,687	45,459	37,190	(8,269)	102
SUPPLIES	39,950	3,896	28,123	33,293	5,170	70
OUTSIDE SERVICES	6,608	272	4,139	5,507	1,368	63
Total Water Regulations Expenses	91,485	7,855	77,721	75,990	(1,731)	85
Well and Pump Maintenance Expenses						
SUPPLIES	18,975	49	6,786	15,813	9,027	36
OUTSIDE SERVICES	94,582	5,966	69,404	78,819	9,415	73

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UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 7/31/2015

Run: 7/31/2015 at 8:50 AM

Page: 2

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	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
Total Well and Pump Maintenance Expenses	113,557	6,015	76,190	94,632	18,442	67
<u>Sewer Construction Expenses</u>						
<u>Utility Construction Expenses</u>						
PERSONNEL	200,877	13,948	137,317	172,045	34,728	68
SUPPLIES	40,135	2,232	35,615	33,446	(2,169)	89
OUTSIDE SERVICES	30,630	667	10,519	25,524	15,005	34
Total Utility Construction Expenses	271,642	16,837	183,451	231,015	47,564	68
<u>Water Operations Expenses</u>						
PERSONNEL	311,668	18,041	190,516	257,400	66,884	61
SUPPLIES	139,025	2,968	101,821	115,855	14,034	73
OUTSIDE SERVICES	20,350	693	17,921	16,988	(963)	88
CAPITAL OUTLAY	185,601	17,095	40,644	161,625	120,981	22
Total Water Operations Expenses	656,644	38,797	350,902	551,838	200,936	53
<u>Gas Operations Expenses</u>						
PERSONNEL	227,433	18,811	226,376	187,205	(39,171)	100
SUPPLIES	1,436,600	87,285	1,322,783	1,197,166	(125,617)	92
OUTSIDE SERVICES	80,300	1,002	63,158	66,917	3,759	79
CAPITAL OUTLAY	2,407,670	0	1,130,338	2,006,392	876,054	47
Total Gas Operations Expenses	4,152,003	107,098	2,742,655	3,457,680	715,025	66
<u>Garbage Expenses</u>						
GARBAGE EXPENSES	810,000	72,422	724,325	675,000	(49,325)	89
Total Garbage Expenses	810,000	72,422	724,325	675,000	(49,325)	89
<u>Loan Interest Expenses</u>						
INTEREST EXPENSE	88,254	3,452	81,260	73,596	(7,664)	92
Total Loan Interest Expenses	88,254	3,452	81,260	73,596	(7,664)	92
Total Expenditures	7,345,803	334,104	5,173,286	6,132,841	959,556	70
Excess Revenue Over (Under) Expenditures	(2,101,525)	33,146	(304,138)	(1,759,177)	(464,072)	(14)

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME COUNCIL MEMBER JAN STEVENS RECUSED HERSELF AND LEFT THE MEETING

ORDER TO APPROVE DOCKET

Motion was made by Council Member Gouguet, seconded by Council Member Valente to approve the docket for August 4, 2015 in the amount of \$ 456,327.56.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Stevens

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME COUNCIL MEMBER JAN STEVENS RETURNED TO THE MEETING

APPROVE REQUEST TO ADVERTISE FOR BIDS TO SELL PARCEL OWNED BY THE CITY OF PICAYUNE 617-522-002-02-011-00

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve request to advertise for bids to sell the following parcel owned by the City of Picayune-Beech Street parcel 617-522-002-02-011-00 PPIN 25406.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO APPROVE ORDINANCE NO. 922 REPLACING ARTICLE X REGULATIONS OF SIGNS IN THE ZONING ORDINANCE OF THE CITY OF PICAYUNE

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve Ordinance No. 922 Replacing Article X Regulations of Signs in the Zoning Ordinance of the City of Picayune.

ORDINANCE NUMBER 922

OF THE

CITY OF PICAYUNE, MISSISSIPPI

AN ORDINANCE REPLACING

ARTICLE X AND ANY AMENDMENTS THEREOF OF THE ZONING ORDINANCE

REGULATIONS OF SIGNS IN THE CITY OF PICAYUNE

ARTICLE X

REGULATIONS OF SIGNS

SECTION 1001 SCOPE AND PURPOSE OF REGULATIONS

The purpose of the regulations of this Article is to regulate all exterior signs and interior placed for exterior observance so as to protect property values, to insure light, air and open space, to reduce hazards at intersections, to prevent the accumulation of trash, to encourage attractive community appearance, and to protect health, safety, morals and general public welfare, by governing the location, size, and other characteristics of signs in each of the use districts established by this Ordinance.

It is the intention of the regulations of this Article that, among other things,

1001.1 The display of signs shall be appropriate to the land, building, or use to where they are appurtenant.

1001.2 With respect to signs advertising business uses, excessive competition and clutter among sign displays should be avoided.

1001.3 In commercial areas now in existence, and more so in proposed commercial and industrial areas, that all signs within one complex should be coordinated with the architecture in such a manner that the overall appearance is harmonious in color, form and proportion.

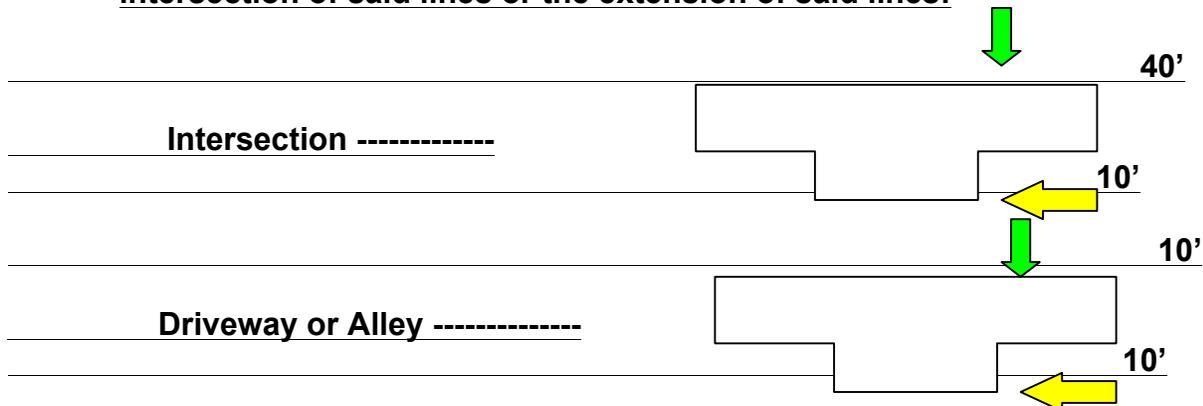
SECTION 1002 DEFINITIONS

In addition to the terms and definitions set forth in this Article II of this Ordinance, the following definitions relate to signs.

1002.1 Billboard: A large sign for advertising, which advertises a good business, commodity, entertainment, product or service, next to the road, not to exceed 672 sq feet or maximum size allowed by Mississippi Department of Transportation. This is not to include Digital Advertising Signs.

1002.2 Digital Advertising Sign: Any sign which has capability to display a message by manipulation of light projected onto a screen or otherwise produced within the screen. Digital sign includes signs using LED Technology, Plasma Technology or any industry equivalent that produces the same result as these technologies. A Digital Advertising Sign directs attention to a events, business, commodity, service, product, entertainment or goods sold or offered elsewhere than upon the premises where such sign is located, or to which it is affixed.

1002.3 Corner Triangle : The triangle area created by a line connecting points on the front and side for lines at a distance (as indicated below) from the intersection of said lines or the extension of said lines:



1002.4 Display Surface: The entire back ground area upon which copy can be placed.

1002.5 Display Surface Area: The display area shall mean the sum of the gross display surface. The area of each display surface shall be computed by calculating the area of the circle, square, triangle, rectangle, or the combination of such common geometric forms necessary to enclose said

surface. However, such area shall not include any structural or framing elements lying outside the limits of such sign and not forming an integral part of the display. Only one side of a double faced sign shall be included in calculating the sum of the display surface areas.

1002.6 Marquee: A permanent roofed structure attached to, and supported by a building.

1002.7 Sign: Any device used for visual communication, including any announcement, declaration, demonstration, display, ribbon, banner, illustration, figures, design, symbol, trademark or insignia, which is used to attract the attention of persons not on the premises, or to advertise, promote the interest of, or attract to any business, industry, individual, group, enterprise, subject, performance, article, machine, or merchandise whatsoever when the same is placed in the view of the general public. This shall include every sign, billboard, poster panel, illuminated sign or sign painted on any exterior surface of a building or other structure.

1002.8 Sign Advertising: Any sign, including but not limited to billboards, which directs attention to a business, commodity, service or entertainment conducted, sold, or offered elsewhere than upon the premises where such sign is located, or to which it is affixed.

1002.9 Sign Animated/Electronic: Any sign with motion or action, having visible moving parts, requiring electrical energy, but not including wind actuated elements such as banners or flags. This definition does not include public service signs such as time and temperature, or revolving signs.

1002.10 Sign Business: Any sign which gives the name of or which directs the attention to a lawful use of the premises on which it is located, including signs indicating the business transacted, services rendered, goods sold or produced on the premises, the name of a business, person, firm or corporation occupying the premises.

1002.11 Sign Copy: All words, letters, numbers, figures, characters, art, work, symbols or insignia that are used in the display surface area.

1002.12 Sign ground: Any sign which is supported by one or more uprights, poles, braces, or other structure anchored in or on the ground.

1002.13 Sign permanent: Any sign except a “temporary sign”, as defined herein.

1002.14 Sign Projecting: Any sign, other than a “wall sign”, which projects from and is supported by a wall of a building or other structure.

1002.15 Sign Revolving: A sign, which revolves 360 degrees, but does not exceed 8 rpm.

1002.16 Sign Temporary: A banner, pennant, poster or advertising display constructed of cloth, canvas, plastic sheet, cardboard, wallboard or other like materials with or without frames, intended to be displayed for a limited period of time only.

1002.17 Sign Wall: Any sign attached flat and parallel to the exterior of wall or screening surface of a building or other structure and confined within the limits thereof and which projects from that surface less than twelve (12) inches at all points.

1002.18 Sign Window: Any sign displayed on the inside or outside of a window and visible from a public street, walkway, parking lot or any other public way.

SECTION 1003 REGULATIONS OF SIGNS, GENERAL RESTRICTIONS IN ALL DISTRICTS

All signs hereafter erected on any lot in all districts except official, traffic and street signs shall conform to the provisions of this section, unless otherwise provided in this Ordinance. The following regulations shall apply to signs in all districts:

- 1003.1 No sign shall be erected as to prevent free ingress or egress from any door, window or fire escape, and no sign of any kind shall be attached to a stand-pipe or fire escape.**
- 1003.2 No sign shall be erected at the intersection of any streets in such a manners to obstruct free and clear vision; or at any location where, by reason of position, it may interfere with or obstruct the view of traffic sight lined or traffic control devices (if located within direct line of vision of traffic control device). No flashing or intermittent blue, red, green or amber illumination shall be used.**
- 1003.3 Any sign affixed flat against the wall of a building and not more than fifteen (15) inches in thickness shall not be deemed a projecting sign. Projecting signs may extend not more than forty-eight (48) inches beyond the building line or over public property, but in no event closer than two (2) feet to the curb line, and shall be at least ten (10) feet above the finished grade of the sidewalk. Wall signs shall not extend more than fifteen (15) inches over public property; lighting devices, however, may extend not more than six (6) feet over public property provided the lowest part of such device is at least fifteen (15) feet above the finished Grade.**
- 1003.4 Business and advertising signs in the A-1 Agricultural District shall be located a
A minimum of ten (10) feet from any street or highway right-of-way line. Business and advertising signs in all other districts may not be located nearer to the street or highway right-of-way line than one-third (1/3) of the required set back distance, or ten (10) feet, which ever distance is greater.**
- 1003.5 The illumination of any sign within fifty (50) feet of and facing a residential Zone lot line shall be diffused or indirect and designed to prevent direct rays of light from shining into adjoining residential districts, and in no event shall flashing or intermittent illumination be permitted where the sign faces directly into and/or is nearer than three-hundred (300) feet to dwellings in a residential district.**
- 1003.6 Directional or informational signs of a public or quasipublic nature not exceeding six (6) square feet in area may be permitted in any district on approval of the City Inspection Officer. Any illumination shall be non-flashing, uncolored and confined to the face of the sign. No advertising matter whatsoever shall be permitted on signs of this type.**
- 1003.7 Temporary signs indicating an event of public interest, such as state or local fair, local or general election, cattle or horse show, etc. may be erected on a thirty day (30) non-renewable permit on approval of the City Code Enforcement Officer**
- 1003.8 Whenever a sign becomes structurally unsafe or endangers the safety of a building or premises or endangers the public safety, the City Inspector Officer Shall give written notice to the owner of the sign or the owner of the premises on which the sign is located that such sign be made safe or removed within ten (10) days.**

1003.9 Any business or outdoor advertising sign legally existing prior to the adoption of this ordinance which does not conform to these provisions shall not be altered or changed in overall dimensions, except to conform to the provisions of this ordinance. If damaged to an extent in excess of one-half (1/2) of its current replacement value, it shall not be rebuilt, provided that nothing contained herein shall be construed to prevent normal maintenance and repairs, reprinting or posting of such signs or structures.

1003.10 Portable signs shall be prohibited.

1003.11 Location of Billboards: Billboards are not allowed in the Corporate limits of the City of Picayune except those permitted by Mississippi Department of Transportation along Interstate 59. Sign owner must first obtain permit from MDOT before making application to the City.

1003.12 Placement of Digital Advertising Signs shall not be more than 250 square feet in size and cannot be located within a one-mile radius of another Digital Sign. All Digital Sign locations must be first approved by the Director of Planning & Zoning and Code Enforcement so as to not physically interfere with the effectiveness of an official traffic signal, signal, or device, and those that obstruct or physically interfere with driver's view of approaching, merging, or intersecting traffic or a nuisance or infringement upon the rights of an adjacent property owner. No Digital Signs are to be placed in R1, R2, R3, R4, M1 or C2 Zoning Districts.

1003.13 No sign shall be placed without first submitting a picture showing dimensions and completing an application for a permit in the Planning & Zoning Department. All permit fees are based on the current ICC Code that has been adopted by the City.

SECTION 1004 SIGNS IN THE R-1, R-2, R-3, AND M-1 DISTRICTS

1004.1 A permanent sign, not exceeding six (6) square feet in area, giving the name and/or address only of the land or building on which displayed or the owner or lessee thereof.

1004.2 A temporary sign pertaining to the lease or sale of a building or property, provided such sign shall not exceed twelve (12) square feet in surface area and is unilluminated.

1004.3 Temporary signs, for one year, advertising a new subdivision development of five (5) lots or more, provided such signs do not exceed sixty (60) square feet in surface area, are no more than fifteen (15) feet nor less than two (2) feet above ground, advertise only the development in which they are located and are erected only at dedicated street entrances.

1004.4 One illuminated sign identifying an engineer, architect or contractor engaged in the construction of a building, provided such sign shall not exceed twelve (12) square feet in surface area, is no more than fifteen (15) feet or less than two (2) feet above the ground and is removed within thirty (30) days following occupancy of the building.

1004.5 One identifying sign, not to exceed thirty (30) square feet in area, for the following uses: church, school, hospital, library, farm, park, clinic or other similar uses. Such sign shall be solely for the purpose of displaying the

name of the institution and its activities or services. It may be illuminated but not flashing.

1004.6 Directional signs not to exceed two (2) square feet in surface area for the following area for the following uses: church, school, hospital, sanatorium, clinic or similar use provided that each shall be limited to one such sign per major thoroughfare approach. No such sign shall be permitted on minor residential streets.

1004.7 One (1) name plate sign for a dwelling group of four (4) or more units not exceeding six (6) square feet in surface area. Such signs may indicate the names and address of the building or it may be a directory for occupants.

SECTION 1005 SIGNS IN THE C-1 LOCAL COMMERCIAL DISTRICT AND THE C-3 HIGHWAY COMMERCIAL DISTRICT

In the C-1 and C-3 Districts, signs are permitted subject to the following regulations:

1005.1 All signs permitted in the "R" and "M-1" Districts.

1005.2 The total area of all business signs on a building or lot shall not exceed three hundred (300) square feet. No single business sign surface may exceed one hundred and fifty (150) square feet in the area, nor shall two (2) or more smaller signs be so arranged and integrated as to create a surface area in excess of three hundred (300) square feet.

1005.3 Planned Shopping Center: Each planned shopping center may have one incidental or free standing identification sign for each street frontage, set back at least twenty (20) feet from the road right-of-way and announcing only the name of the shopping center, business located therein.

SECTION 1006 SIGNS IN C-2 DOWNTOWN COMMERCIAL DISTRICT

In the C-2 District, signs are permitted subject to the following regulations:

1006.1 All signs permitted in the residential district.

1006.2 The total surface area of a business sign or signs on a lot shall not exceed six (6) square feet for each lineal foot of lot frontage.

1006.3 Advertising sign structures shall be limited to not more than one structure for a lot of fifty (50) foot frontage or less, and to one additional structure for each fifty (50) feet of additional lot frontage. Such structure may contain no more than two (2) signs per facing nor exceed fifty-five (55) feet in length. No advertising Sign may be erected within fifty (50) feet of an adjoining Residential District if designed to face into such district.

SECTION 1007 SIGNS IN THE A-1, I-1 AND I-2 DISTRICTS

In the A-1, I-1 and I-2 Districts, signs are permitted to the following regulations:

1007.1 All signs permitted in the Residential Districts.

1007.2 The total surface area of a business sign or signs on a building or lot shall not exceed ten (10) square feet for each lineal foot of lot frontage.

- Advertising sign structure shall be permitted subject to sub-section 1003.4 and 1003.9

• **Section 1008. - Regulation of signs—Office/professional district.**

1008.1 *Scope and purpose of regulations:* The purpose of the regulations of this section is to regulate all exterior signs and interior signs placed for exterior observance so as to protect property values, to insure light, air and open space, to reduce hazards at intersections, to prevent the accumulation of trash, to encourage attractive community appearance, and to protect health, safety, morals and general public welfare, by governing the location, size, and other characteristics of signs located in the office/professional district.

1008.2 *Definitions:* The following definitions relate to signs in the office/professional district:

Animated sign: Any sign which moves or which appears to move by any means including fluttering or rotating. Animated signs shall include but are not limited to pennants, flags, balloons, ribbons, streamers or propellers. For purpose of this ordinance, this term does not refer to flashing or changing signs, all of which are separately defined.

Building face or wall: All window and wall area of a building in one place or elevation.

Campus environment office project: A multi-building commercial development consisting of buildings with uniform architecture located within a subdivision containing covenants and restrictions and arranged with common areas and similar landscaping.

Face of sign: The entire area of a sign on which copy could be placed, and in the instance where a double faced sign is utilized, the area of the one face shall be included to determine face square footage, if both faces include the same copy.

Front footage: The lineal width measured parallel to the street frontage of the heated and enclosed structure, not including out-building or appurtenant structures, unless said structure has no street frontage in which case the front footage shall be the structure's side width of principal entrance.

Ground level: Immediate surrounding grade.

Ground sign: A sign mounted at or near ground level the face of which is no more than 36 inches and no less than 24 inches above the centerline of the adjacent street, highway or right-of-way.

Height of sign: The distance measured above the centerline of the adjacent street, highway, or right-of-way to the highest point of the sign.

Office park: A project of one or more buildings that has been planned as an integrated unit or cluster on property that is under unified control or ownership.

Portable signs: Any sign constructed on a trailer with wheels which may or may not be detached or which is designed to be transported from place to place by any means for temporary use and is not designed to be permanently affixed to a building or lot.

Roof line: The apex, or highest point of the roof. If there is a series of roofs, the apex of the lowest roof will be considered.

Roof sign: A sign that is erected, constructed, or maintained on a roof. All bracing to the roof shall be concealed (not visible from the road or ground) by the same material as the face of the sign.

Set back: The minimum horizontal distance between either the face of curb, the edge of pavement, or the right-of-way line and the sign structure as specified in a particular section of this ordinance.

Sign: Any device, structure, fixture or placard using graphics, symbols, and/or written copy designed specifically for the purpose of advertising or identifying any establishments, product, good or service, activity, place, person, or any other item of information.

Sign area: The surface area of a sign computed as including the entire area with a rectangle, triangle, circle, or other regular geometric form, or aggregates thereof, encompassing all of the display area of the sign and including all of the elements of the matter displayed. Base, apron, supports, and other structural members not bearing advertising matter shall not be included in computation of surface area. Border or trim shall be included in computation of surface area.

Sign conversion: The permanent affixation to building, pole, or lot of a portable sign.

Sign structure: Any structure that supports, has supported, or is capable of supporting a sign including decorative cover.

Sign plaza: A linear arrangement of two or more businesses or offices under one or many ownerships or management providing off-street parking and consisting of a similar or compatible architectural or graphic character of theme.

Wall sign: A sign which is fastened and parallel to or painted on the wall of a building or structure in such a manner that the wall becomes the supporting structure for or forms the background surface of the sign, and which does not extend more than 12 inches from such building or structure.

Window sign: A business sign painted on or posted in window and visible from a public right-of-way.

1008.3 Allowable signs

1. A wall sign face mounted on building wall provided said wall contains the main entrance and store front of the business or occupant. The following wall signs may also be allowed.
 - a. Sign on other wall of occupant in lieu of or in combination with sign of wall containing a main exterior entrance.
 - b. More than one sign when there is more than one entrance.
2. Ground mounted signs. In no case shall more than one ground-mounted sign be allowed per street frontage.
 - a. For building, tenant or project identification in lieu of or in combination with wall signs- one sign is allowed for each street frontage.
 - b. Multi-tenant signs for building or development and tenant identification for office buildings, office parks and professional complexes only. In lieu of or in combination with wall signs- one ground-mounted sign is allowed for each street.
3. Permanent project sign. A sign used for business identification and address only, when there are more than four tenant businesses and when the lot is over two acres in size.
4. Traffic/Intra-site directional signs. Two (2) are allowed at each vehicular entrance to property.
5. Canopy signs.
6. Non-illuminating commemorative wall-mounted signs constructed of metal or wood only.

1008.4 Size

1. Wall signs. A maximum total sign area of forty (40) square feet or one-half (1/2) square foot for each linear foot of building wall width or lease space on which the sign is erected, whichever results in the smaller sign area, with a minimum of twenty (20) square feet. Where frontage is on more than one (1) street, only signs computer with the frontage of that street shall face the street.
2. Ground mounted signs. In lieu of or in combination with wall signs, shall conform with paragraph 1 above. Ground mounted signs shall not exceed forty (40) square feet per face and total sign area shall not exceed eighty (80) square feet total of all faces.
3. Permanent project signs. Shall not exceed fifty (50) square feet per face per street frontage and the total sign area shall not exceed two hundred (200) square feet.
4. Traffic directional signs. Shall not exceed a maximum total area of two hundred and sixteen (216) square inches per face (12" X 18") with a maximum of two (2) faces per sign, not to exceed a total of four hundred thirty-two (432) square inches for signs denoting "enter" or "exit". Signs denoting intra-site directions should not exceed a single face side of twenty-six inches by fifteen inches (26" X 15"), with two (2) faces (back to back) allowable. Intra-site directional signs shall have letters, numbers, or graphics no larger than two inches (2") in height and no more than forty percent (40%) of the face may be blank. Lettering for "enter" or "exit" signs shall not exceed three and one-half inches (3 1/2") in height. Such signs shall not exceed thirty-one inches (31") above existing grade.
5. Canopy signs. In lieu of or in combination with wall signs and ground-mounted signs shall conform to the restriction set forth in 1 above. Length of canopy is not to be considered in allowable signage.
6. Multi-tenant signs. Overall sign size is to follow same wording rules governing ground mounted signs. Individual tenant signs shall be as follow:
 - a. All lettering shall be uniform in size for all tenants' names with a letter height of three (3) inches.

- b. Color of background shall be uniform on entire sign with dark background and color of letters shall be uniform on entire sign. If more than one sign is used, as in the case of a corner with two (2) frontages, both signs shall be uniform in color.
 - c. Individual tenant signs shall be mounted to the main sign. In no case shall individual tenant signs be allowed to hang from the main sign. Individual tenant signs must be identical in size, shape, material and color. The sign of tenant signs shall be no taller than nine (9) inches and shall be the width of the main sign background. However, where the entrance to an individual tenants business fronts on a private street, and tenant may have a separate sign, not to exceed four square feet in size, in lieu of any other signage. This sign, which must front on the private street, will be deducted from the total sign area allowed for the site.
7. Commemorative wall mounted signs. Shall not exceed one hundred ninety-two (192) inches in area. Such signs may be erected in addition to other signs create in this section. No more than one such commemorative sign shall be permitted per building or per lot.

1008.5 Location

- 1. Wall signs. All signs shall be face mounted on the building wall. Wall mounted signs shall not project more than twelve (12) inches from the face of the building. Signs shall not project above the roofline unless incorporated into the roof design and only if approved by the City Council.
- 2. Ground mounted identification signs. Setback for signs shall be eleven feet from highway right-of-way.
- 3. Height of ground mounted identification signs. Shall be a maximum of six (6) feet as measured from surrounding grade.
- 4. Permanent project signs. The project sign setback eleven feet from the highway or roadway right-of-way. Height of the sign wall is a maximum of six (6) feet as measured from the surrounding grade.
- 5. Traffic/Intra-site. Shall be located a minimum of one foot from the right-of-way (existing or proposed, whichever is greater) of any street. Such signs shall not exceed thirty-one inches (31") above existing grade. Intra-site directional information (words other than "enter" or "exit" shall be allowed only to owners with one business or single use per property.
- 6. Canopy signs. Bottom of sign shall have a minimum seven- (7) foot clearance from finish grade directly above.
- 7. Regulatory information signs. As required by federal, state and county and city authorities.
- 8. Commemorative wall mounted signs. Commemorative wall-mounted signs shall not project more than four (4) inches from the face of the building.

1008.6 Contents:

- 1. Wall signs shall be limited to the name of the development, business, address, hours, dates instructions and primary products and services to be located at the one main entrance as determined by owner.
- 2. Ground mounted signs shall be limited to the name of the development or business, address, hours, dates instructions and primary products and services.
- 3. Permanent project signs shall be limited to the name and address of the product. Tenant names shall not be allowed on permanent project signs.
- 4. Logos.
- 5. Traffic/Intra-site directional signs shall indicate 'enter' or "exit" and approved logos only, except as noted above, in which case intra-site directional signs shall be limited to designation of specific parking, drive-up business windows or service designations.
- 6. Canopy signs shall be limited to the name of the business, address, hours, dates, instructions and primary products and services.
- 7. Multi-tenant signs shall be limited to the name of the building or development and/or its address and the name of each business and/or tenant. A minimum of the top twenty-five percent (25%) of the sign shall be used to identify the name of the building or development and/or its address.

1008.7 Illumination

Illuminated signs shall adhere to the following provisions and restrictions in addition to those stated in the sign ordinance.

1. The light for or from any illuminated sign shall be so shaded, shielded or directed that the light intensity will not be objectionable to surrounding areas.
2. No sign shall have blinking, flashing or fluttering lights or other illuminating devices that have a changing light intensity, brightness or color. Beacon lights are not permitted.
3. No colored lights shall be used at any location in any manner so as to be confused with or construed as traffic control devices.
4. Neither directs nor reflects light from primary light sources shall create a traffic hazard to operations of motor vehicles.
5. Exposed light bulbs shall not be used on the exterior surface of any signs.
6. Decorative lights are allowed on top of the ground-mounted signs. Lights shall not extend more than eighteen (18) inches beyond the top of the sign but total height, including lights, shall not exceed six feet (6').
7. Electrical requirements for all signs shall conform to the pertinent requirements of the current national Electrical Code.

1008.8 Small business location (one building/one tenant)

1. The occupant of a single business structure may have one (1) wall sign and one additional sign (either wall or street) on each street upon which the structure fronts. The total area of wall signage shall not exceed one and one-half (1-1/2) square feet of the of sign for every foot of front footage of the applicable building, subject to the following restrictions:
 - a. The maximum square footage wall sign allotment shall not exceed one hundred and fifty (150) square feet except as provided herein.
 - b. Where the front footage of a building would allow for more that he maximum wall sign as stated above, additional square footage may be allowed, upon approval by the Planning Commission. This additional square footage shall not exceed 1-1/2 square feet per linear foot of building, and shall not exceed a maximum wall sign size of 300 square feet.
 - c. Where a single business fronts on more than one street, the allowable square footage for the wall sign shall be computed separately for each street.
 - d. In those instances where a building frontage is less than 100 linear feet, the Planning Commission may vary the maximum square footage allowed for a wall sign.
2. Refer to Appendix A for height, size and setback requirements of ground signs. The base of all ground signs shall be fully landscaped with planters and/or shrubbery in all directions, not less than the dimensional width of the sign. If a single business fronts on more than one street, the allowance for a ground sign shall be determined pursuant to Appendix "A", based upon the number of lanes for each street.
3. If the occupant of a single business structure elects to use a wall sign: The wall sign shall not be higher than the roofline or face of the building.
4. If the occupant elects to use changeable copy, only one of the signs, wall or ground sign may have changeable copy. No more than one-third (1/3) of the allowable square footage of the ground or wall sign shall be changeable copy sign (manual).

1008.9 Single Office Building

1. Each single office building with four (4) or less tenants shall be allowed one ground mounted project sign per street frontage.
 - (a) Refer to Appendix A for height, size and setback requirements of ground signs. The base of all signs shall be fully landscaped with planters and/or shrubbery in all directions, not less than the dimensional width of the sign.
 - (b) The sign shall contain the name of the project and street address and may have up to four (4) tenants, along with the owner's name on the building, and the name of the building.
2. Each business within a single office building which has an exterior entrance shall be allowed one wall mounted sign no larger than four square feet adjacent to the entrance.

1008.10 Office Parks

1. Strips plazas, office parks and shopping centers shall be allowed to display one ground sign per street frontage to identify the center. Refer to appendix a for height, size and setback requirements of ground signs. The base of all ground signs shall be fully landscaped with planters and/or shrubbery in all directions, not less than the dimensional width of the sign. The street address shall be included on the sign.
2. Each individual business within the strip plaza, office park or shopping center shall be allowed to display one wall sign. The size of the wall sign shall be computed by taking the length of the wall of the tenant's leased area and multiplying it by 1.5 (the length of the wall of the tenant's leased wall multiplied by 1.5 equals the total allotment for the sign).
3. Private sign standards required: In the case of an office park, strip plaza, shopping center or other grouping of five or more tenants or establishments, the developer shall prepare a set of sign standards for all exterior signs to be approved by the City's Planning Commission. Such standards shall run with all leases or sales of portions of the development. The Planning Commission, when reviewing these standards shall consider the size colors, materials, styles of lettering, appearance of any logo, type of illumination, and location. Sign permits shall not be issued until the Planning Commission has approved the sign standards after having been assured that the developer or owner will enforce such standards. The sale, subdivision, or other partition of the site after developments does not exempt the project or portions

1008.11 Campus Environment Signs

1. Each campus environment project shall be allowed no more than two project signs per entrance. However, in the event the entrance contains a curbed median, three project signs shall be allowed for that entrance. Multiple signs for each project entrance must maintain a uniform appearance and design. Refer to Appendix A for height, size, and setback requirements of ground signs. The base of all ground signs shall be fully landscaped with planters and /or shrubbery in all directions, not less than the dimensional width of the sign.
2. A campus environmental project may have a ground mounted address sign for each building. The address sign shall be out of the right of way, no higher than five (5) feet and no wider than five (5) feet.
3. Exterior directories shall be allowed for each building within a campus environment project. The purpose of the directory shall be for customer convenience, direction and safety. There shall be one directory for each main entrance to the building. The directories shall be located no more than seventy-five (75) feet from building entrances and set back at least fifteen (15) feet from curb entrance or edge of pavement. No exterior directory shall exceed thirty-two (32) square feet per face. Up to two (2) Building identification signs shall be allowed for each multi-tenant building within a campus environment project which building contains at least twenty-five thousand (25,000) square feet. Each identification sign shall not exceed twenty (20) square feet per face. No ground exterior directory or identification sign shall exceed six (6) feet in height as measured from surrounding grade. Each tenant listing on the exterior directory sign shall be of identical size, shape and color. Exterior directory signs may be a changeable manual copy sign.
4. Where a building within a campus environment project fronts on more than one (1) street, the building may have one wall or ground mounted identification sign per street frontage. The surface area of a wall sign may not exceed fifteen per cent (15%) of the surface area of the wall to which it is attached. Provide however, that a single tenant building which is located in excess of two hundred (200) feet from the property line of the street from which it fronts may have a wall sign whose surface area does not exceed twenty-five percent (25%) of the wall on which it is located.
5. In addition to any and all signage allowed in a campus environment project, each building located within a campus environment project may place a numerical identification on the exterior of the building that will not exceed sixteen (16) square feet per face. The purpose of the numerical identification shall be for customer convenience, direction and safety.

6. Sign permits shall be issued by the Building Official, if in instances where the number and/or location of signs as provided for above constitute, in his judgment, a traffic hazard, nuisance or infringement upon the rights of an adjacent property owner.

1008.12 Prohibited signs

1. Animated signs
2. Flashing signs having intermittent or animated illumination or moving parts. No signs shall have lights that imitate or resemble official emergency vehicle or traffic signals. Changeable copy signs (automatic) are allowed to provide time and temperature only.
3. Signs which are not securely affixed to the ground, or otherwise affixed in a permanent manner to an approved supporting structure, including but not limited to, portable signs (including sign conversions).
4. No sign or device regulated by this ordinance shall be erected or continue to be displayed in such a manner as to obstruct the free and clear vision of vehicle drivers; or in any location where, by reason of the position, shape, color, it may interfere with, obstruct the view of, or be confused with any authorized traffic or government sign. Signal, or device; or any other words, phrase, symbol or character in such manner as to interfere with, mislead, or confuse traffic.

Portable and Flashing signs

1. Due to the manifest traffic safety hazards, the use of portable and/or flashing signs, with or without changeable copy board attached are declared a public nuisance and therefore prohibited. This includes not only intact portable signs, but also sign conversions.

1008.13 Standards for Variances

The Planning Commission shall not grant a variance unless it makes finding based upon evidence presented to it as follows:

- (a) The particular physical surrounding shape, topographical or location conditions of the specific property or structure involved would result in a particular hardship upon the owner as distinguished from a mere inconvenience, if the strict application of this Ordinance is carried out.
- (b) The conditions upon which the petition for a variance is based would not be applicable, generally, to other property or structure in the same general area;
- (c) The request for variance is based upon a clause in a lease executed and effective prior to the effective date of this ordinance or upon the subsequent renewal of said lease; if the original lease contains an automatic renewal clause.
- (d) The variance will not authorize signs, sign structures, or other sign-related activities other than those permitted by this ordinance.
- (e) Financial returns only shall not be considered as a basis for granting a variance.
- (f) Any person having an interest in the sign, sign structure, or property after the effective date of the ordinance has created the alleged difficulty or hardship requested.
- (g) The granting the variance requested will not confer on this application any special privilege that is denied by the ordinance to other land structures, signs, sign structure, or buildings similarly situated.
- (h) The variance is the minimum variance that will make possible the reasonable use of the land, building, or structure for sign purposes;
- (i) The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the area that the sign is located.
- (j) The proposed variance will not impair an adequate supply of light and air to adjacent property, substantially increase congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values within the area.

Conditions and Restrictions by the Planning Commission

The Planning Commission may impose such conditions and restrictions upon the property, sign, or sign structure as may be necessary to comply with the provisions set out in the above section, to reduce or minimize the injurious effects of such variation upon surrounding property and

better carry out the general intent of this ordinance. The Planning Commission may establish expiration dates as a condition or as part of the variances.

Allowance for Ground Signs

Roadway	Setback	Maximum Height (feet)	Maximum Sign Area (sq ft)
2 Lane	10	8	32
3 Lane	10	8	32
4 Lane*	10	10	40

*4-Lane Roadway excludes Goodyear Boulevard.

Height includes the measurement from grade to the top of the sign, including the base area. Setback distance is measured from leading edge of the sign to the roadway right of way.

VIOLATION OF THIS SIGN ORDINANCE IS SUBJECT TO ARTICLE XI, SECTION 1101 AND SECTION 1102.

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

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

The foregoing Ordinance, having first been reduced to writing, was moved upon by Council member Breland, seconded by Council member Gouguet, and voted upon as follows:

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

VOTING NAY: None

NOT VOTING: None

NOT PRESENT: None

The motion having received the affirmative vote of the majority of the members present, the Mayor declared the motion carried and the Ordinance passed, approved, and adopted on this the 4th day of August, 2015.

Mayor

ATTEST:

City Clerk

Publish: August 12th, 2015

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO APPROVE DESIGN PHASE ENGINEERING CONTRACT FOR THE AIRPORT IMPROVEMENT PROJECT 3-28-0060-018-FY 2015

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve Design Phase Engineering Contract for the Airport Improvement Project-3-28-0060-018-FY2015.

CONSULTANT AGREEMENT

Airport Improvement Program (AIP) Project No. 3-28-0060-018-2015

Picayune Municipal Airport

THIS CONTRACT is made and entered into by and between the consulting firm of Dungan Engineering, PA of Picayune, MS, hereinafter called the "Consultant" and the City of Picayune, MS, hereinafter called the "Sponsor".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1: GENERAL

The Sponsor agrees to employ the Consultant to provide the services described in Sections 2 through 21 for the following project.

New Taxiway Design and Master Plan and Airport Layout Update

Vernon Moore, PE will represent the Consultant as Project Manager in the performance of this agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for directing and coordinating all the activities necessary to complete this project.

The Consultant will provide all equipment and personnel necessary to do the tasks listed herein, except as otherwise provided. The Consultant shall be responsible for the quality, accuracy and coordination of the design, drawings, reports, surveys and other items furnished as part of this agreement.

SECTION 2: PRELIMINARY PHASE

Not Applicable.

SECTION 3: DESIGN PHASE

Under this phase, the Consultant agrees to prepare the necessary construction plans and contract documents that will include special and general conditions, construction specifications, contract forms, labor provisions, notice to bidders and proposal forms for the airport improvements listed in Section 1.

The Consultant will affix the seal of a registered Professional Engineer licensed to practice in the State of Mississippi to the construction plans and specification/contract bound volume. The Consultant agrees to provide the following services:

- a. Confer with the Sponsor, Mississippi Department of Transportation, Aeronautics Division (MDOT) and the Federal Aviation Administration (FAA) in accordance with FAA AIP Sponsor Guide No. 910-Pre-design Conference. The Consultant shall prepare a summary of the conference that highlights critical project issues.
- b. Prepare detailed plans, specifications, contract documents and Engineer's Design Report. FAA's current (at contract date) Advisory Circular (AC) 150/5370-10, **Standards for Specifying**

Construction of Airports, will be used when preparing the plans and specifications. The detailed plans, specifications, contract documents and Engineer's Design Report will be submitted to MDOT (1 copy) and FAA (2 copies) for review within 45 days of this agreement. At a minimum, the Engineer's Design Report will include the following items in accordance with FAA AIP Sponsor Guide No. 920 Engineer's Report.

- General Scope of Project
 - Photographs
 - Design Standards
 - Airport Operational Safety
 - Site Conditions
 - Pavement Design
 - Material Available
 - Pavement Marking
 - Lighting
 - Signage
 - Miscellaneous Work Items
 - FAA Owned Facilities
 - Non-AIP work
 - Engineers Estimate
 - Project Budget
 - Sponsor Modifications to Design Standards
 - DBE Participation
 - Predesign Meeting Minutes
- c. The consultant agrees to follow the FAA AIP Sponsor Guides (current as of the contract date) numbered below:
- (1) FAA AIP Sponsor Guide No. 920 Engineer's Report
 - (2) FAA AIP Sponsor Guide No. 930-Plans & Specifications
 - (3) FAA AIP Sponsor Guide No. 940-Regional Approved Modifications to AC 150/5370-10
 - (4) FAA AIP Sponsor Guide No. 950-Sponsor Modifications of FAA Standards
 - (5) FAA AIP Sponsor Guide No. 951-Use of State Standards
 - (6) FAA AIP Sponsor Guide No. 960-Operational Safety on Airport During Construction
- d. Revise and submit plans, specifications, contract documents and Engineer's Design Report within 14 days of receipt of comments from MDOT and FAA per Item b submittals above.
- e. Prepare and submit an FAA Form 7460-1 for the (indicate object). If not applicable.
- f. Prepare and submit an FAA Quarterly Performance Report. (Include if design phase grant anticipated)

The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations and other data prepared or obtained under the terms of this contract are instruments of service and shall remain the Consultant's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks containing all drawings will be furnished to the sponsor for their use. The Consultant will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

This phase will be complete upon completion of all items listed above.

SECTION 4: BIDDING PHASE

Under this phase of the contract the Consultant will assist the Sponsor in advertising and securing bids. The Consultant agrees to provide the following services.

- a. Provide sufficient copies of the approved plans and specifications to permit advertising and bidding. Copies of the documents may be furnished to prospective bidders at a cost fixed by the Consultant. The Consultant shall perform in accordance with FAA AIP Sponsor Guide No. 1010-Bidding.
- b. Conduct a pre-bid conference. If necessary due to project complexity.
- c. Answer questions raised during the bidding process. Issue addenda as required.
- d. Attend the bid opening, tabulate and analyze bid results, evaluate bidders and furnish recommendations on the award of contracts.
- e. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval. The Consultant shall prepare and submit a request for concurrence to MDOT/FAA in accordance with FAA AIP Sponsor Guide No. 1020-Contract Award.
- f. After appropriate approval, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the executed contract documents with the specifications and provide one bound set each to FAA, MDOT and the Sponsor.

This phase will be considered complete when the executed contracts have been approved by the Sponsor, FAA and MDOT. Re-advertising, if necessary, will be negotiated under a supplemental agreement to this contract.

**SECTION 5: CONSTRUCTION PHASE
(INCLUDES OBSERVATION)**

Based on estimated 0 Calendar Days (Estimated Construction Contract Time)

Under this phase the Consultant agrees to perform the following services.

- a. Provide consultation and advice to the Sponsor during all construction phases.
- b. Assign a Project Engineer to the project that will periodically observe work in progress, review test reports and provide weekly working day, construction progress and testing reports to the Sponsor, FAA and MDOT. The Consultant will provide written confirmation that all performance tests required by the specifications were conducted and met or exceeded the specifications.
- c. Submit a Construction Observation Program at least 10 days prior to preconstruction meeting. (If the estimated pavement construction cost exceeds \$250,000). The Consultant will comply with FAA AIP Sponsor Guide No. 1030-Construction Management Program *(Only for FAA projects with paving*

construction).

- d. Participate in preconstruction conferences, per the latest (as of contract date) FAA AIP Sponsor Guide No. 1040-Preconstruction Conference. Submit a formal report of the conference discussions.
- e. Provide field and/or construction surveys and staking, as required under the FAA standard specification General Provision 50-06, including spot checks and final cross sections for establishing pay quantities and as-built plans.
- f. Upon receipt of MDOT/FAA authorization to issue Notice-to-Proceed, the Consultant will issue, for the Sponsor, the Notice-to-Proceed to the Contractor in accordance with FAA AIP Sponsor Guide No. 1050-Notice-to-Proceed.
- g. Provide on-site construction observation in accordance with FAA AIP Sponsor Guide No. 1030-Construction Management Program.
- h. Review and approve shop and erection drawings and all materials data submitted by construction contractors for compliance with design concepts.
- i. Prepare and negotiate contract modifications, change orders and supplemental agreements, according to the latest (as of contract date) FAA AIP Sponsor Guide Nos. 1080-Contract Modifications, 1081-Change Orders and 1082-Supplementary Agreements.
- j. Determine amounts owed to construction contractors and process financial documents.
- k. Review compliance with Labor Standards in accordance with FAA AIP Sponsor Guide Nos. 1060-Labor Provisions, 1061-Contractor's Responsibilities, and 1062-Applicable Labor Standards. Provide compliance documentation to the Sponsor.
- l. Review compliance with Labor and Civil Rights provisions in accordance with FAA AIP Sponsor Guide No. 1070-Inspections. All compliance records shall be provided to the Sponsor.
- m. Arrange and conduct final inspections. Submit a summary of test results and a quality control report complete with checklists, performance test results, pay factor adjustments, etc.
- n. Prepare as-built record drawings, as-built airport layout plan, a final construction report, etc. in accordance with FAA AIP Sponsor Guide No. 1610-Development Project Closeout. Final close-out documents shall be provided to MDOT and FAA within 90 days of the final acceptance date (per FAA AIP Sponsor Guide No. 1610-Development Project Closeout) and prior to the consultant's final pay request.
- o. Prepare and submit an FAA Quarterly Performance Report.

SECTION 6: SPECIAL SERVICES

Under this phase, the Consultant will provide the following services. Services not listed in Sections 2 through 6 can only be added by supplemental agreement to this contract.

- a. Land Surveys necessary to update the Exhibit A Airport Property Map in accordance with current FAA Circulars.
- b. Environmental services necessary to delineate wetlands and streams and obtain a USACE jurisdictional determination.
- c. Construction materials testing.

SECTION 7: FEES AND CHARGES

The Sponsor shall pay the Consultant for the services described in this agreement as follows:

Section 2: Preliminary Phase. Payment for the items included in Section 2, Preliminary Phase, shall be the lump sum of \$ 0.00. Payment shall be due according to the following payment schedule:

Payment shall be due monthly based on the percentage of work completed.

Section 3A: Design Phase (New Taxiway). Payment for the items included in Section 3, Design Phase, shall be the lump sum of \$ 34,000. Payment shall be due according to the following payment schedule:

Payment shall be due monthly based on the percentage of work completed; however, 25% of the payment will be withheld until after plans and specifications are approved.

Section 3B: Design Phase (Master Plan and Airport Layout Update). Payment for the items included in Section 3, Design Phase, shall be the lump sum of \$ 50,000. Payment shall be due according to the following payment schedule:

Payment shall be due monthly based on the percentage of work completed; however, 25% of the payment will be withheld until after plans and specifications are approved.

Section 4: Bidding Phase. Payment for the items included in Section 4 Bidding Phase shall be the lump sum of \$ 0.00. Payment shall be due according to the following schedule:

Payment shall be due monthly based on the percentage of work completed.

Section 5: Construction Phase. Payment for the items included in Section 5, Construction Phase shall be the lump sum of \$ 0.00. Payment shall be due according to the following payment schedule:

Payment shall be due monthly based on the percentage of work completed; however, 5% of the payment will be withheld until after the project has received final approval from MDOT/FAA..

Section 6: Special Services. Payment for the items included in Section 6 Special Services Phase shall be the lump sum of \$ 0.00. Payment shall be due according to the following payment schedule:

Payment shall be due monthly based on the percentage of work completed; however, 5% of the payment will be withheld until after the project has received final approval from MDOT/FAA..

If Special Services are added during the course of this contract, a supplemental agreement will be executed to cover any added fees when the services are authorized. All supplemental agreements are subject to the same

approvals as this agreement.

Payment Provisions and Adjustments

All payments shall be made based on the lump sum amounts as provided. If the scope of consultant services changes, causing an increase or decrease to the Consultant's costs, this contract shall be adjusted to cover the increase or decrease in costs. If circumstances beyond the control of the Consultant require more than 18 months from the date of this agreement to complete the work specified herein, this contract may be adjusted to cover any increase in the Consultant's costs yet to be incurred. All adjustments shall be negotiated in the same manner as this contract and shall be executed as a Supplemental Agreement to the original contract. The Sponsor will not reduce the Consultant's final payment for any part of the project designed but not actually constructed.

SECTION 8: TITLE VI ASSURANCES

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

1. Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry.
4. Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor, NDA or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Sponsor, NDA, or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it, the NDA or the FAA may determine to be appropriate, including, but not limited to:

- a) withholding of payment to the Consultant under the contract until the Consultant complies, and/or
- b) cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 of this Section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Sponsor, NDA, or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the Sponsor and, in addition, the Consultant may request the State of Mississippi or the United States to enter into such litigation to protect the interests of the State of Mississippi or the United States.

SECTION 9: DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIRED STATEMENTS

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

SECTION 10: TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of

changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001. (Reference: 49 CFR Part 30).

SECTION 11: RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor. (Reference: 49 CFR Part 18).

SECTION 12: CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS

The Consultant certifies that:

1. The plans and specifications will be developed in accordance with all applicable Federal standards and requirements and there will be no deviation from or modification to standards set forth in the advisory circulars without prior FAA approval;
2. The specifications for equipment will not be proprietary or written so as to restrict competition;
3. The development included in the plans is depicted on an airport layout plan approved by FAA;
4. Development which is ineligible for AIP funding will be omitted from the plans and specifications or will be depicted in a separate section;
5. Process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications;
6. A value engineering clause will not be incorporated into the contract without FAA concurrence;
7. The plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally-approved environmental finding;
8. For construction activities within or near aircraft operational areas, the requirements contained in the latest (as of bid date) Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications and a safety or phasing plan will be prepared with FAA's concurrence.

SECTION 13: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this proposal or contract. (Reference: 49 CFR Part 29).

SECTION 14: LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

No federal appropriated funds shall be paid, by or on behalf of the consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

SECTION 15: GENERAL CIVIL RIGHTS PROVISIONS

The consultant assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, handicap, religion, marital status, physical or mental disability, political affiliation, national origin or ancestry, be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the consultant or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. The consultant assures that it will not discriminate against any employees or applicant for employment on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry. (Reference: Airport and Airway Improvement Act of 1982, Section 520 and State of Mississippi).

SECTION 16: BREACH OF CONTRACT TERMS

Any violation or breach of the terms of this contract on the part of the consultant or subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement. (Reference: Sanctions - 49 CFR Part 18).

SECTION 17: TERMINATION OF CONTRACT

The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services. If the termination is due to failure to fulfill the consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for additional cost occasioned to the Sponsor thereby.

If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in the second paragraph of this Section. The rights and remedies of the Sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract. (Reference: 49 CFR Part 18).

SECTION 18: ACCESS TO RECORDS

The consultant shall maintain an acceptable cost accounting system. The Sponsor, the Federal Aviation Administration, the Comptroller General of the United States, the Mississippi Department of Aeronautics or any of their duly authorized representatives shall have access to any of the Consultant's books, documents, papers and records of the consultant which are pertinent to this contract, for the purposes of making an audit, examination, excerpt and transcriptions. The consultant shall maintain all required records for three years after the Sponsor makes final payment and all pending matters are closed.

SECTION 19: PROMPT PAYMENT CLAUSE

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance no later than 30 days from receipt of payment from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

SECTION 20: APPROVALS

It is understood and agreed that this contract and any subcontracts or supplemental agreements are subject to approval by the Mississippi Department of Transportation, Aeronautics Division and the Federal Aviation Administration before any state or federal funds are obligated.

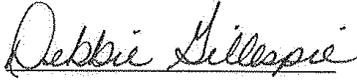
SECTION 21: VETERAN'S PREFERENCE (FEB 96)

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

REGULAR MEETING AUGUST 4, 2015

IN TESTIMONY WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives on this 4th day of August, 2015, with copies to be filed with the City of Brookhaven and Dungan Engineering, PA.

Dungan Engineering, PA
925 Goodyear Boulevard
Picayune, Mississippi 39466



ATTEST



Brooks Wallace, PE
Principal

City of Picayune
203 Goodyear Boulevard
Picayune, Mississippi 39466



ATTEST



City of Picayune, MS

The following roll call was made:

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

VOTING NAY: None

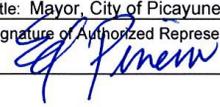
ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO APPROVE REQUEST TO SUBMIT APPLICATION FOR AIP PROJECT NO. 3-28-0060-018-2015

Motion was made by Council Member Gouguet, seconded by Council Member Valente to approve request to submit application for AIP Project No. 3-28-0060-018-2015.

APPLICATION FOR FEDERAL ASSISTANCE		2. DATE SUBMITTED 8/4/2015	Applicant Identifier
1. TYPE OF SUBMISSION <i>Application</i> <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction	<i>Pre-application</i> <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION			
Legal Name: City of Picayune, MS		Organizational Unit: Department: Picayune Municipal Airport	
Organizational DUNS: 092683457		Division:	
Address: Street: 203 Goodyear Boulevard		Name and telephone number of the person to be contacted on matters involving this application (give area code): Prefix: Mr. First Name: Vernon	
City: Picayune		Middle Name: Morgan	
County: Pearl River		Last Name: Moore	
State: MS Zip Code: 39466-		Suffix: PE	
Country: USA		Email: vernon@dunganeng.com	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 6 4 - 6 0 0 0 9 7 2		Phone Number (give area code): 601-799-1037	Fax Number (give area code): 601-799-0480
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See instructions for description of letters.) <input type="checkbox"/> <input type="checkbox"/> Other (specify)		7. TYPE OF APPLICANT: (See instructions for Application Types) B Other (specify)	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 2 0 • 1 0 6		9. NAME OF FEDERAL AGENCY: Federal Aviation Administration	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, State, etc.): Pearl River County, Mississippi		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: New Taxiway (Design Phase Only) Master Plan and Airport Layout Plan Update	
13. PROPOSED PROJECT Start Date: 9/1/2015 Ending Date: 2/28/2016		14. CONGRESSINAL DISTRICTS OF: a. Applicant 4 b. Project 4	
15. ESTIMATED FUNDING: a. Federal \$75,600.00 b. Applicant \$4,200.00 c. State \$4,200.00 d. Local e. Other f. Program Income g. TOTAL \$84,000.00		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? a. Yes. <input type="checkbox"/> THIS PREAPPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE: b. No. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE GOVERNING BODY OF THE APPLICANT HAS DULY AUTHORIZED THE DOCUMENT, AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.		17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes", attach an explanation. <input checked="" type="checkbox"/> No	
a. Authorized Representative			
Prefix: Mr. First Name: Ed		Middle Name:	
Last Name: Pinero		Suffix: Jr.	
b. Title: Mayor, City of Picayune		c. Telephone Number (give area code): 601-798-9770	
d. Signature of Authorized Representative 		e. Date Signed: August 4, 2015	

**GRANT AGREEMENT
ENGINEERING WORKSHEET**

PART A (PREPARED BY AIRPORT OWNER'S ENGINEER OR REPRESENTATIVE)

Airport: Picayune Municipal Airport				Location: Picayune, MS			Proj. No.:		FY 2014 AIP	
Brief Item Description	% Fed	Units	RW	(1) Const or Land Cost	(2) Eng./Land Incidental	(3) Admin	(4) Total	(5) Federal	(6) Non-Federal	
<i>(See reverse for typical descriptions)</i>										
New Taxiway Design				\$ -	\$ 34,000		\$ 34,000	\$ 30,600	\$ 3,400	
Master Plan and Airport Layout Update				\$ -	\$ 50,000		\$ 50,000	\$ 45,000	\$ 5,000	
TOTALS				\$ -	\$ 84,000	\$ -	\$ 84,000	\$ 75,600	\$ 8,400	
(7) Recommended work description for grant offer: New Taxiway Design and Master Plan and Airport Layout Update										
(8) Justification for any increase in T/A amount of _____ N/A _____ (if no increase, enter "N/A"):										
							Date: 8/4/2015			
Signature of Airport Owner's Engineer:							Date:			

**PART B (PREPARED BY FAA ENGINEER)
Land Acquisition and Relocation Assistance Only**

	Yes	No		Yes	No
1. People or business (were/are) loc'd on land?			4a. Land costs are based on appraisals, or		
2. Only necessary land is included?			b. based on actual costs for reimbursements?		
3. Land costs are reasonable?			5. Requested land not in previous GA & deleted?		
All Projects (Land and Construction)					
6. Exhibit "A" received and correct?			12. P & S are in accordance with EIS / FONSI?		
7. Project application signed and correct?			13. Costs are reasonable?		
8. All work in P & S in grant offer?			14. Air/water quality certification received?		
9. Stage construction?			15. Sponsor legally obligated to relocate utility?		
10. Cost based on bids?			16a. Surplus property land sale proceeds available?		
11. Force account?			b. If so, are they applied to this project?		
17. Comments on above numbered items					
18. Recommended special conditions for grant:					
Signature of FAA Project Manager:			Date:		

JAN-ADO 5100-4 (4/3/2001)

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RECESS

Motion was made by Council Member Gouguet, seconded by Council Member Valente to recess until Tuesday, August 18, 2015 at 5:00 P.M.

REGULAR MEETING AUGUST 4, 2015

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk