

**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, December, 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 Bro. Dale Claybough, followed by the Pledge of Allegiance led by Mayor Ed Pinero.

AT THIS TIME YVONNE SHERRER WAS RECOGNIZED FOR HER SERVICE AS A JUSTICE COURT JUDGE AND LIFELONG RESIDENT OF PICAYUNE FOR 90 YEARS.

AT THIS TIME MAYOR ED PINERO RECOGNIZED THAT BOY SCOUT TROOP 351 WAS IN ATTENDANCE THIS EVENING AND PRAISED THEIR COMMUNITY SPIRIT.

Troop 351

Caleb Hoover 351

Kyle Gasper

Alex Bondelon

John "Jack" Perrodin Hays

Bryant Blanchard

Clarence Stanton

Johnny Hays (Scout Master)

Jonathan Trcement

Dustin Jackson

Chester Gasper

ORDER TO APPROVE MINUTES

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to approve the Minutes for the City of Picayune dated December 1, 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 PRIVILEGE LICENSE REPORT

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to acknowledge receipt of monthly Privilege License report for the month of November 2015.

Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date
Dep	531315	11/02/2015	GENERAL FUND - Mail - Is OPERATING	Cash		27076		PICAYUNE FLORIST	2014-2015		24.20	11/05/2015
Dep	531316	11/02/2015	GENERAL FUND - Mail - Is OPERATING	Cash		27076		PICAYUNE FLORIST	2015-2016 priv license		22.20	11/05/2015
Dep	531353	11/02/2015	GENERAL FUND - Mail - Is OPERATING	Check	0004654	27907		PICAYUNE POOLS	2015-2016 priv license		20.00	11/05/2015
Dep	531388	11/02/2015	GENERAL FUND - Mail - Is OPERATING	Cash		24368		PEARL RIVER WHOLESALE	2015-2016 priv license		22.00	11/05/2015
Dep	531390	11/02/2015	GENERAL FUND - Mail - Is OPERATING	Check	0001394	27463		WATTS, TONIL	2015-2016 priv license		20.00	11/05/2015
Dep	531533	11/03/2015	GENERAL FUND - Mail - Is OPERATING	Check	0019540	00087		FLOWERS BY GEORGIA	2015-2016 priv license		22.20	11/05/2015
Dep	531707	11/05/2015	GENERAL FUND - Mail - Is OPERATING	Check	0000001	30208		SHABBY CHIC ETC.,	2015-2016 priv license		22.20	11/12/2015
Dep	531810	11/06/2015	GENERAL FUND - Mail - Is OPERATING	Check	0037345	04206		MICKEY'S QUICK STOP	2015-2016		30.00	11/12/2015
Dep	531813	11/06/2015	GENERAL FUND - Mail - Is OPERATING	Check	0037345	04767		MICKEY'S QUICK STOP #2	2015-2016		30.00	11/12/2015
Dep	531844	11/06/2015	GENERAL FUND - Mail - Is OPERATING	Check	0004477	11521		MUSGROVE(2), TED	2015-2016 priv license		30.00	11/12/2015
Dep	531859	11/06/2015	GENERAL FUND - Mail - Is OPERATING	Cash		31894		PACK N PAY	2015-2016 PRIV LICENSE		20.00	11/12/2015
Dep	534147	11/16/2015	GENERAL FUND - Mail - Is OPERATING	Check	0000112	28113		MILLER FARMS	TRANSIENT TREE FARM		250.00	11/23/2015
Dep	534370	11/17/2015	GENERAL FUND - Mail - Is OPERATING	Check	0002344	29432		TREASURES & MORE INC	2015-2016 priv license		22.20	11/23/2015
Dep	534371	11/17/2015	GENERAL FUND - Mail - Is OPERATING	Check	0002344	29895		TREASURES & MORE (2)	2015-2016 priv license		22.20	11/23/2015
Dep	534410	11/17/2015	GENERAL FUND - Mail - Is OPERATING	Cash		31905		RANGER LOGISTICS,	2015-2016 PRIV LICENSE		20.00	11/23/2015
Dep	534580	11/17/2015	GENERAL FUND - Mail - Is OPERATING	Check	0002027	31907		SATGAR LLC DBA A ONE STOP#6	2015-2016 PRIV LICENSE		35.00	11/23/2015
Dep	535025	11/18/2015	GENERAL FUND - Mail - Is OPERATING	Cash		29816		HENDRIX AUTO CENTER,	2015-2016 PRIV LICENSE		33.30	11/23/2015
Dep	535406	11/19/2015	GENERAL FUND - Mail - Is OPERATING	Check	0001746	16805		AIR & COOLER	2015-2016 priv license		22.20	11/23/2015
Dep	535407	11/19/2015	GENERAL FUND - Mail - Is OPERATING	Check	0001746	27949		WILEY N MILLER	2015-2016 priv license		22.20	11/23/2015
Dep	535408	11/19/2015	GENERAL FUND - Mail - Is OPERATING	Check	0001746	26755		AIR & COOLER, LLC	2015-2016 priv license		22.20	11/23/2015
											712.10	

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 PUBLIC RECORDS REQUEST REPORT

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to acknowledge receipt of monthly Public Records Request report for the month of November 2015.

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS DECEMBER 2015				
DATE	PERSON REQUESTING	SUBJECT MATTER	DATE FILLED/ DENIED	ACTION
12/30/15	PICAYUNE HOUSING AUTHORITY	FINGERPRINTS & BACKGROUND CHECKS	12/30/15	APPROVED
12/29/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-12-1334	12/29/15	APPROVED
12/29/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-12-1361	12/29/15	APPROVED
12/26/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-12-1185	12/29/15	APPROVED
12/29/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-12-1546	12/29/15	APPROVED
11/28/15	DANA SMITH FOR TROY SMITH	2015-12-0815	12/28/15	APPROVED
12/28/15	FREDERICK WILLIAMS	2015-12-1546	12/28/15	APPROVED
12/22/15	STEPHANIE CROWLEY	ACCIDENT REPORT # 2015-121361	12/22/15	APPROVED
12/23/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-12-1104	12/23/15	APPROVED
12/23/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-12-0271	12/23/15	APPROVED
12/23/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-12-0978	12/23/15	APPROVED
12/23/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-12-0512	12/23/15	APPROVED
12/23/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-12-0913	12/23/15	APPROVED
12/23/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-12-0868	12/23/15	APPROVED
12/23/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-12-1165	12/23/15	APPROVED
12/22/15	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2015-08-1462	12/22/15	APPROVED
12/22/15	DON OSBOURN	RECORDS CHECK	12/22/15	APPROVED
12/22/15	RHODA & DAVID GLASENAPP	RECORDS CHECK X 2	12/22/15	APPROVED
12/22/15	CHARLES SABELLA	2015-12-1195	12/22/15	APPROVED
12/21/15	ROBIN MCCAFFREY	2015-12-1180	12/21/15	APPROVED
12/18/15	OREGON DEPT OF PUBLIC SAFETY	RECORDS CHECK	12/18/15	APPROVED
12/18/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-12-0264	12/18/15	APPROVED
12/18/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-12-0248	12/18/15	APPROVED

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12/18/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-12-0186	12/18/15	APPROVED
12/17/15	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2015-12-0180	12/17/15	APPROVED
12/17/15	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2015-11-1787	12/17/15	APPROVED
12/17/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-12-0042	12/17/15	APPROVED
12/17/15	CHARLES SICARD	RECORD'S CHECK	12/17/15	APPROVED
12/17/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-12-0117	12/17/15	APPROVED
12/17/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-12-0373	12/17/15	APPROVED
12/17/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-12-0571	12/17/15	APPROVED
12/17/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-12-0260	12/17/15	APPROVED
12/17/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-11-2015	12/17/15	APPROVED
12/16/15	RENNIE WEINMANN	2015-12-0332	12/16/15	APPROVED
12/14/15	TIFFANY RHODES	ACCIDENT REPORT # 2015-12-0571	12/14/15	APPROVED
12/15/15	DEANNA EVANS	2015-12-0571	12/15/15	APPROVED
12/15/15	MORRIS BART, LTD	ACCIDENT REPORT # 2015-12-0395	12/15/15	APPROVED
12/15/15	PROGRESS GULF INSURANCE	ACCIDENT REPORT # 2015-12-0356	12/15/15	APPROVED
11/10/15	USDC SOUTHERN DISTRICT	RECORDS CHECK	11/10/15	APPROVED
11/10/15	USDC SOUTHERN DISTRICT	RECORDS CHECK	11/10/15	APPROVED
12/15/15	FBI NICS	RECORDS CHECK	12/15/15	APPROVED
12/15/15	FBI NICS	RECORDS CHECK	12/15/15	APPROVED
12/14/15	MCKALA JOHNSON	ACCIDENT REPORT # 2015-12-0373	12/14/15	APPROVED
12/14/15	EVELYN GARRESTON	ACCIDENT REPORT # 2015-12-0571	12/14/15	APPROVED
12/14/15	PATRICIA MOSELEY	ACCIDENT REPORT # 2015-12-0189	12/14/15	APPROVED
12/14/15	KENNY DAVIS	ACCIDENT REPORT # 2015-12-0891	12/14/15	APPROVED
12/14/15	SHEILA SIMMONS	RECORD'S CHECK	12/14/15	APPROVED
12/10/15	DINAH STEIL	ACCIDENT REPORT# 2015-12-0512	12/10/15	APPROVED
12/09/15	LEXIS NEXIS	ACCIDENT REPORT# 2015-11-1493	12/09/15	APPROVED
12/09/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-11-2015	12/09/15	APPROVED
12/09/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-11-2003	12/09/15	APPROVED
12/09/15	FBI NICS	RECORDS CHECK M TURNER	12/09/15	APPROVED
12/09/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-11-1171	12/09/15	APPROVED
12/08/15	ALFA INSURANCE COMPANY	ACCIDENT REPORT # 2015-11-2051	12/08/15	APPROVED
12/08/15	YELLOW DOG REPORT	ACCIDENT REPORT # 2015-11-0301	12/08/15	APPROVED
12/08/15	YELLOW DOG REPORT	ACCIDENT REPORT # 2015-11-1964	12/08/15	APPROVED
12/10/15	DINAH STEIL	ACCIDENT REPORT # 2015-12-0512	12/10/15	APPROVED
12/09/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-11-1471	12/09/15	APPROVED
12/08/15	YELLOW DOG REPORT	ACCIDENT REPORT # 2015-11-1964	12/08/15	APPROVED
12/09/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-11-1725	12/09/15	APPROVED
12/08/15	WMS, WMS, & MONTGOMERY	ACCIDENT REPORT # 2015-11-0608	12/09/15	APPROVED
12/08/15	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2015-11-1004	12/08/15	APPROVED
12/08/15	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2015-09-2059	12/08/15	APPROVED
12/08/15	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2015-11-0985	12/08/15	APPROVED
12/08/15	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2015-11-0301	12/08/15	APPROVED
12/08/15	C & D WIRELINE	ACCIDENT REPORT # 2015-12-0002	12/08/15	APPROVED
12/08/15	PERRY NIXON	AUTO BURGLARY REPORT # 2015-	12/08/15	APPROVED

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		11-2015		
12/07/15	SOSA ALEXANDER	RECORD'S CHECK	12/07/15	APPROVED
12/07/15	ALFORD CORLISS	AUTO BURGLARY REPORT # 2015-11-2021	12/07/15	APPROVED
12/07/15	VERON WATSS	ACCIDENT REPORT # 2015-12-0042	12/07/15	APPROVED
12/07/15	LISA HERRING	ACCIDENT REPORT # 2015-11-1787	12/07/15	APPROVED
12/07/15	FELECIA OGLESBY	RECORDS CHECK	12/04/15	APPROVED
12/04/15	JOY HOVER	RECORDS CHECK	12/04/15	APPROVED
12/04/15	LEXIS NEXIS	ACCIDENT REPORT # 2014-10-1450	12/04/15	APPROVED
12/04/15	JERRY HEGWOOD	ACCIDENT REPORT # 2015-12-0189	12/04/15	APPROVED
12/03/15	SUSAN HEGLER	RECORDS CHECK	12/03/15	APPROVED
12/04/15	JESSE OGLESBY	RECORDS CHECK	12/04/15	APPROVED
12/03/15	NORMAN HOWELL	BURLGARY REPORT # 2015-12-0128	12/03/15	APPROVED
12/02/15	CARLDARIUS KELLY	RECORDS CHECK	12/02/15	APPROVED
12/02/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-11-1402	12/02/15	APPROVED
12/02/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-11-0918	12/02/15	APPROVED
12/02/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-11-1119	12/02/15	APPROVED
12/02/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-11-1297	12/02/15	APPROVED
12/02/15	LEXIS NEXIS	ACCIDENT REPORT # 2015-11-0399	12/02/15	APPROVED
12/02/15	SAFEWAY INSURANCE COMPANY	ACCIDENT REPORT # 2015-11-0787	12/02/15	APPROVED
12/02/15	SAFEWAY INSURANCE COMPANY	ACCIDENT REPORT # 2015-11-1579	12/02/15	APPROVED
12/02/15	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2015-11-1240	12/02/15	APPROVED
12/010/15	JANET BAUGHMAN	ACCIDENT REPORT # 2015-11-1579	12/01/15	APPROVED
12/01/15	MONICA GIBSON	RECORDS CHECK	12/01/15	APPROVED

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.

ACCEPT APPROVED PLANNING COMMISSION MINUTES

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to accept the approved Planning Commission Minutes dated November 10, 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.

ACCEPT PLANNING COMMISSION MINUTES

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to accept Planning Commission Minutes dated December 8, 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.

APPROVE TELECOMMUNICATIONS SERVICE AGREEMENT BY AND BETWEEN CSPIRE AND CITY OF PICAYUNE

Motion was made by Council Member Breland, seconded by Council Member Bumpers to approve Telecommunications Service Agreement by and between Cspire and City of Picayune and authorize City Clerk to sign the same.



Proposal and Sales Terms for: **City of Picayune**
 By: **Brandy Lumpkin**
 December 1, 2015

Site Address(es)
 A 203 Goodyear Blvd Picayune MS 39466
 B 328 S Main St. Picayune MS 39466

Item	Description	Site(s)	Quantity	Upfront	Monthly Per Unit	Mo.ly Total
IP Voice Complete	Full package with unlimited features	A	4	\$ -	\$ 31.99	\$ 127.97
Analog Line	Long distance billed at \$.04/minute	A	2	\$ -	\$ 49.99	\$ 99.98
IP Voice Complete	Full package with unlimited features	B	26	\$ -	\$ 31.99	\$ 831.79
Analog Line	Long distance billed at \$.04/minute	B	3	\$ -	\$ 49.99	\$ 149.97
Auto-Attendant	Tree for inbound calls	B	1	\$ -	\$ 31.99	\$ 31.99
PoE Switch - 100Mb	Power-over-Ethernet switch	A	1	\$ -	\$ 10.00	\$ 10.00
PoE Switch - 100Mb	Power-over-Ethernet switch	B	2	\$ -	\$ 10.00	\$ 20.00
DID	Direct inward dial	B	6	\$ -	\$ 0.24	\$ 1.44
Total Upfront:				\$ -	Total Monthly:	\$ 1,273.14

Item	Description	Site(s)	Quantity	Upfront	Monthly Per Unit	Mo.ly Total
Total Upfront:				\$ -	Total Monthly:	\$ -

Item	Description	Site(s)	Quantity	Upfront	Monthly Per Unit	Mo.ly Total
Total Upfront:				\$ -	Total Monthly:	\$ -

Item	Description	Site(s)	Quantity	Upfront	Monthly Per Unit	Mo.ly Total
Total Upfront:				\$ -	Total Monthly:	\$ -

Item	Description	Site(s)	Quantity	Upfront	Monthly Per Unit	Mo.ly Total
Total Upfront:				\$ -	Total Monthly:	\$ -
TOTAL UPFRONT:				\$ -	TOTAL MONTHLY:	\$ 1,273.14

Handwritten signature
 Customer Initial

Pricing valid for 30 days from date of proposal. Taxes and fees not included. Cable drops, if needed, are \$110 (or \$150) for CAT 5 and 6 respectively.

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REGULAR MEETING DECEMBER 15, 2015



Telecommunications Service Agreement

Customer Service: 1-855-277-4732

It has been explained to me and I understand that the prices listed on this Service Agreement (the "Agreement") and in all other Company materials DO NOT INCLUDE taxes, franchise fees, and any other mandated regulatory charges. I understand that these charges will be added to my bill and that my bill will be larger than the package price due to these other charges.

In ordering VoIP service, broadband service, or any other services specified below (the "Service") on this date, I understand that I am receiving a special promotional offer and certain installation charges have been waived. I therefore agree to subscribe to the Service or an upgrade thereof for the Service Term set forth above, commencing on the date Service is activated. If I do not fulfill the entire Service Term, I agree to pay Company upon billing, one-half of the total monthly Service charges multiplied by the number of months remaining in the Service Term plus up to \$300 for installation charges (the "Liquidated Damages Termination Charge"). In the case of the termination of Service(s), I acknowledge that all or part of my deposit, if any, may, in the sole discretion of Company, be applied to any charges owed Company by me. I acknowledge that I have read and agree to be bound by all terms and conditions of service, as they may be amended from time to time as set forth therein.

I understand and agree that all Service(s) provided hereunder are subject to the terms of the Company's current Acceptable Use Policy located at www.telepak.com, and such policy is incorporated by reference herein and I acknowledge having read such policy and accepted the terms of same. I agree that I will be responsible for any and all damages to or loss of equipment on my premises. A deposit may be required from me pursuant to the results of a credit check.

By signing below I acknowledge that I have read, agree to, and accept the information listed above, the terms and conditions herein and on the back of this form.

Type: New Account

BILLING INFORMATION				SITE ADDRESSES		CITY LIMITS?
COMPANY NAME		CUSTOMER NUMBER	A	SITE ADDRESS		Yes
City of Picayune		CSBS - 639401		203 Goodyear Blvd Picayune MS 39466		
BILLING ADDRESS		CITY	B	SITE ADDRESS		
203 Goodyear Blvd		Picayune				
ST	ZIP	CONTACT NAME	TAX ID #	SITE ADDRESS		
MS	39466	Amber Hinton	64-6000972			
CONTACT PHONE NUMBER		E-MAIL CONTACT FOR BILLING	BILLING PHONE NUMBER	SITE ADDRESS		
6017989770		ahinton@picayune.ms.us	6017989770			
TECHNICAL CONTACT		TECHNICAL CONTACT PHONE #	FAX NUMBER	SITE ADDRESS		
Stuart Ramsay		6017992439	6017985546			
PERSONS AUTHORIZED TO MAKE CHANGES TO THIS ACCOUNT						
NAME		PHONE NUMBER	NAME	PHONE NUMBER		
Amber Hinton		6017989770	Ray Carlisle	6017987411		

VOICE

Item	Description	Site(s)	Quantity	Upfront	Monthly Per Unit	Monthly Total
IP Voice Complete	Full package with unlimited features	A	4	\$ -	\$ 31.99	\$ 127.97 <small>Phone Included</small>
Analog Line	Long distance billed at \$.04/minute	A	2	\$ -	\$ 49.99	\$ 99.98 <small>No Phone</small>
PoE Switch - 100Mb	Power-over-Ethernet switch	A	1	\$ -	\$ 10.00	\$ 10.00
				Total Upfront: \$ -	Total Monthly: \$	237.95

DATA

Item	Description	Site(s)	Quantity	Upfront	Monthly Per Unit	Monthly Total
				Total Upfront: \$ -	Total Monthly: \$	-
				TOTAL UPFRONT: \$ -	TOTAL MONTHLY: \$	237.95

CLIENT

AUTHORIZER SIGNATURE <i>Amber Hinton</i>	DATE 12/15/15	TERM 36 Months	
CLIENT NAME Amber Hinton	TITLE CityClerk	TERM ACKNOWLEDGEMENT	Office Use Only Area
			Brandy Lumpkin M

Relocation of C Spire provided services are subject to move or early termination fees based on type of service: Confirmation of Site Review statement in TSA (pg 1):

C Spire™ and C Spire Business Solutions™ are trademarks owned by Cellular South, Inc. Cellular South, Inc. and its affiliates provide products and services under the C Spire™ and C Spire Business Solutions™ brands. Affiliates include Telepak Networks, Inc., Callis Communications, Inc. and C Spire Advanced Data Solutions, LLC.

REGULAR MEETING DECEMBER 15, 2015



Telecommunications Service Agreement

Customer Service: 1-855-277-4732

It has been explained to me and I understand that the prices listed on this Service Agreement (the "Agreement") and in all other Company materials DO NOT INCLUDE taxes, franchise fees, and any other mandated regulatory charges. I understand that these charges will be added to my bill and that my bill will be larger than the package price due to these other charges.

In ordering VoIP service, broadband service, or any other services specified below (the "Service") on this date, I understand that I am receiving a special promotional offer and certain installation charges have been waived. I therefore agree to subscribe to the Service or an upgrade thereof for the Service Term set forth above, commencing on the date Service is activated. If I do not fulfill the entire Service Term, I agree to pay Company upon billing, one-half of the total monthly Service charges multiplied by the number of months remaining in the Service Term plus up to \$300 for installation charges (the "Liquidated Damages Termination Charge"). In the case of the termination of Service(s), I acknowledge that all or part of my deposit, if any, may, in the sole discretion of Company, be applied to any charges owed Company by me. I acknowledge that I have read and agree to be bound by all terms and conditions of service, as they may be amended from time to time as set forth therein.

I understand and agree that all Service(s) provided hereunder are subject to the terms of the Company's current Acceptable Use Policy located at www.telepak.com, and such policy is incorporated by reference herein and I acknowledge having read such policy and accepted the terms of same. I agree that I will be responsible for any and all damages to or loss of equipment on my premises. A deposit may be required from me pursuant to the results of a credit check.

By signing below I acknowledge that I have read, agree to, and accept the information listed above, the terms and conditions herein and on the back of this form.

Type: New Account

BILLING INFORMATION				SITE ADDRESSES		CITY LIMITS?
COMPANY NAME		CUSTOMER NUMBER	A	SITE ADDRESS		
City of Picayune		CSBS - 639401		SITE ADDRESS		
BILLING ADDRESS		CITY	B	SITE ADDRESS		
203 Goodyear Blvd		Picayune		328 S Main St Picayune, MS 39466		Yes
ST	ZIP	CONTACT NAME	C	SITE ADDRESS		
MS	39466	Amber Hinton		SITE ADDRESS		
CONTACT PHONE NUMBER		E-MAIL CONTACT FOR BILLING	D	SITE ADDRESS		
6017989770		ahinton@msasinc.ms.us		SITE ADDRESS		
TECHNICAL CONTACT		TECHNICAL CONTACT PHONE #	E	SITE ADDRESS		
Stuart Ramsay		6017992439		SITE ADDRESS		
PERSONS AUTHORIZED TO MAKE CHANGES TO THIS ACCOUNT						
NAME		PHONE NUMBER	NAME	PHONE NUMBER		
Amber Hinton		6017989770	Ray Carlise	6017987411		

VOICE

Item	Description	Site(s)	Quantity	Upfront	Monthly Per Unit	Monthly Total
IP Voice Complete	Full package with unlimited features	B	26	\$ -	\$ 31.99	\$ 831.79 <small>Phone Included</small>
Analog Line	Long distance billed at \$.04/minute	B	3	\$ -	\$ 49.99	\$ 149.97 <small>No Phone</small>
Auto-Attendant	Tree for inbound calls	B	1	\$ -	\$ 31.99	\$ 31.99
PoE Switch - 100Mb	Power-over-Ethernet switch	B	2	\$ -	\$ 10.00	\$ 20.00
DID	Direct inward dial	B	6	\$ -	\$ 0.24	\$ 1.44
				Total Upfront: \$ -	Total Monthly: \$	1,035.19

DATA

Item	Description	Site(s)	Quantity	Upfront	Monthly Per Unit	Monthly Total
				Total Upfront: \$ -	Total Monthly: \$	-
				TOTAL UPFRONT: \$ -	TOTAL MONTHLY: \$	1,035.19

CLIENT		DATE	TERM		
AUTHORIZED SIGNATURE		12/15/15	36 Months		
CLIENT NAME	AMBER HINTON	TITLE	City Clerk	Office Use Only	Area
				Brandy Lumpkin	M
				Confirmation of Site Review statement in TSA (pg 1):	

Relocation of C Spire provided services are subject to move or early termination fees based on type of service:
 C Spire™ and C Spire Business Solutions™ are trademarks owned by Cellular South, Inc. Cellular South, Inc. and its affiliates provide products and services under the C Spire™ and C Spire Business Solutions™ brands. Affiliates include Telepak Networks, Inc., Callis Communications, Inc. and C Spire Advanced Data Solutions, LLC.

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TELECOMMUNICATIONS SERVICE AGREEMENT

(MAY ALSO BE REFERRED TO AS "TERMS AND CONDITIONS" IN C SPIRE DOCUMENTS)

This Services Agreement ("Agreement") is entered into by and between Telepak Networks, Inc., a Mississippi corporation doing business as C Spire Business Solutions ("Company"), and the customer identified on the reverse hereof ("Customer"). Company agrees to provide and Customer agrees to purchase the Services described on the reverse hereof at the prices stated therein and on the terms and conditions stated below, and as provided in all Applicable Tariffs. This Agreement shall be effective and binding at the time of Company's acceptance hereof, and shall be deemed dated the date accepted by Company, as indicated on the reverse hereof.

I. TERMS APPLICABLE TO ALL SERVICES.

TERM OF SERVICE. The Service shall commence on the Service Commencement Date, which shall be the later of the Estimated Service Commencement date or the day immediately following the date on which Company notifies Customer that the Service is ready for use, and shall continue for the length of the term for such Service stated on the reverse hereof (the "Service Term"). Following the expiration of the Service Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless cancelled by either party giving at least sixty (60) days written notice of termination prior to the end of the Service Term or any Renewal Term. The parties acknowledge and agree that the Estimated Service Commencement Date is an estimate and that Company shall not be liable to Customer in any way for failure to commence the Service before such date.

CHARGES AND PAYMENT. Except as otherwise provided in any Applicable Tariff, the monthly charge for each Service provided by Company during the Service Term shall be that charge stated on the reverse hereof, and the charges for each month's Service during the Renewal Term(s), if any, shall be based upon the then-current monthly charges provided by any Applicable Tariff or Company's standard charge for the same or similar services ("Monthly Charge"). Company shall invoice Customer for Service on a monthly basis for the Monthly Charge and Customer's payment for each invoice shall be received by Company within thirty (30) days of the invoice date ("Due Date"). All non-recurring installation charges stated on the reverse hereof shall be due on the Due Date of the first invoice. The first Monthly Charge shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. If any invoice is not paid in full within ten (10) days after the Due Date, then Customer shall also pay a late charge equal to the lesser of 1.5% of the unpaid balance of the invoice per month or the maximum lawful rate under applicable state law. Any applicable surcharge, federal, state, local, excise, or sales tax or similar levy, chargeable to or against Company because of the Service provided by Company to Customer, shall be charged to and paid by Customer in addition to the Monthly Charge.

APPLICABLE TARIFFS. This Agreement is subject to and controlled by the provisions of Company's lawfully filed and approved state and federal tariffs relating to the Services provided in this Agreement, and all changes and modifications to said tariffs as may be made from time to time, including all provisions limiting Company's liability and disclaiming warranties ("Applicable Tariffs"), which are incorporated herein. All appropriate tariff rates and charges shall be included in the provision of the Services. The Applicable Tariffs shall supersede any conflicting provisions of this Agreement in the event any part of this Agreement conflicts with terms and conditions of the Applicable Tariffs.

EQUIPMENT. Customer premise equipment leased/furnished by Company (the "Equipment") remains the property of Company. In the event Company furnished Equipment cannot be recovered from Customer's site, then Customer will pay the Company its cost of purchasing the Equipment.

COMPLIANCE WITH LAWS: PAYMENT OF TAXES. Customer agrees to comply with all laws, regulations and orders relating to this Agreement and the use of the Services. Customer agrees and acknowledges that it is solely responsible for the payment of all license fees, assessments and sales, rental, use, property, excise and other taxes or surcharges or fees now or hereafter imposed by any governmental body or agency upon the Services. Any fees, taxes or other lawful charges paid by Company in connection with the Equipment or use thereof or provision of Service hereunder (exclusive of any taxes based on the net income of Company), shall become immediately due from Customer to Company. This provision shall survive the termination of this Agreement and the use of the Services pursuant hereto.

REMEDIES. Upon the occurrence of any default or breach of this Agreement by Customer, and at any time thereafter, Company may, in its sole discretion, do any one or more of the following: (a) terminate this Agreement; (b) declare all sums then due and all sums to become due hereunder (including any residual amount) for the remainder of the term of this Agreement immediately due and payable; and/or (c) exercise any other right or remedy which may be available to it under applicable law. Customer shall be liable for all reasonable attorneys' fees and other costs and expenses resulting from Customer's default and/or the exercise of Company's remedies. No remedy referred to in this paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Company at law or in equity. No express or implied waiver by Company of any Customer default shall constitute a waiver of any other default by Customer or a waiver of any of Company's rights. The parties agree and acknowledge that the remedies afforded by this paragraph are an agreed measure of damages and are not a forfeiture or penalty.

CREDIT INVESTIGATION. By execution of this Agreement, Customer authorizes Company to conduct an investigation into its creditworthiness, including obtaining credit histories and making inquiries of other business, banks and lending institutions concerning the creditworthiness of Customer. Customer hereby releases Company from any and all claims arising against Company or its affiliates in connection with such investigation and agrees to indemnify and hold Company harmless from any and all liability, damages and costs, including attorneys' fees, arising in connection with such investigation. Customer acknowledges and agrees that Company may terminate this Agreement any time before the Service Commencement Date in the event Company determines in its sole discretion that Customer's creditworthiness is not acceptable and that Customer cannot provide sufficient additional security to Company.

SITE REVIEW. Provision of Service is subject to an on-site technical review by Company engineering personnel. Such review may uncover site obstructions and/or issues that affect the Company's ability to provide Service to the site, or the review may uncover that bandwidth upgrades are necessary to provide the Service. In such cases a new Agreement may be required for Company to provide the Services, such Agreement to be approved by both parties.

LAWFUL, NON FRAUDULENT USE OF SERVICE. You agree to use the Services only for lawful purposes. You will not use the Service for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that: (a) interferes with our ability to provide Service to you or other customers; or (b) avoids your obligation to pay for Services. If Company has reason to believe that you or someone else is abusing the Service or using it fraudulently or unlawfully, we can immediately suspend, restrict, or cancel the Service without advance notice. While we encourage use of the Service within the United States to other countries, Company does not presently offer or support the Service to customers located in other countries. The Equipment is intended for use only in the United States. If you remove the Equipment to a country other than the United States and use the Service from there, you do so at your own risk including the risk that such activity violates the laws of the country where you do so. You are liable for any and all such use of the Service and/or Equipment by yourself or any person making use of the Service or Equipment provided to you and agree to indemnify and hold harmless Company from any and all liability for any such use. Should removal of the Equipment from the United States violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold Company harmless from any and all liability associated with such violation. If Company determines that you are using the Service from outside the United States, Company reserves the right to terminate your Service immediately and without advance notice, leaving you liable for all outstanding charges, all of which shall be immediately due and payable.

OWNERSHIP AND RISK OF LOSS. You bear all risk of loss of, theft of, casualty to, or damage to the Equipment, from the time it is shipped or delivered to you, if you purchase or lease Equipment from Company.

PROHIBITED USES OF THE SERVICE. You are prohibited from reselling or transferring the Service or Equipment to any other person for any purpose, without the express prior written consent of Company. In addition, you are prohibited from using the Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically,

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if Company determines, in its sole discretion, that you are reselling or transferring the Service, then the Company reserves the right to immediately terminate without advance notice or modify the Service and to assess additional charges for each month in which the excessive usage occurred.

You agree to use the Service and Equipment only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when in Company's sole judgment the transmission, receipt or possession of such communication or material (a) would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law, or (b) encourages conduct that would constitute a criminal offense or give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. Company reserves the right to terminate your Service immediately and without advance notice if Company, in its sole discretion, believes you have violated the above restrictions, leaving you responsible for all unbilled charges plus a disconnect fee, all of which shall become immediately due and payable. You are liable for any and all use of the Service and Equipment by yourself and any other person making use of the Service and Equipment and you agree to hold Company harmless from and against any and all liability associated with such use.

COPYRIGHT; TRADEMARK; UNAUTHORIZED USAGE OF EQUIPMENT. The Service and Equipment and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Equipment, and all Services, information, documents, and materials provided to you (either personally or via Company's website(s)), are protected by trademark, copyright, patent, and other intellectual property laws. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively the "Marks") of Company are and shall remain the exclusive property of Company and nothing in this Agreement shall grant you the right or license to use any of such Marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service or embedded in the Equipment, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modifications thereto) strictly in accordance with this Agreement. If you decide to use the Services through an interface device not provided by Company, which Company reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use the interface device with the Service and you will indemnify and hold harmless Company from and against any and all liabilities arising out of your use of such interface device with the Services. You shall not reverse engineer, reverse compile, decompile, or otherwise attempt to derive the source code from the binary code of the firmware or software.

TAMPERING WITH SERVICE OR EQUIPMENT. Equipment purchased/leased from Company will be configured for your exclusive use of the Service purchased on the broadband connection designated by Company. Unless expressly authorized by Company you shall not tamper with the Equipment or modify its configuration. You agree not to change the electronic serial number or identifier of the Equipment, or perform a factory reset of the Equipment without prior written permission from Company. Company reserves the right to terminate your Service should you tamper with the Equipment, leaving you responsible for all applicable charges. You agree not to hack or disrupt the Service or to make any use of the Service which is inconsistent with its intended purpose.

CANCELLATION OF SERVICE. Company reserves the right to discontinue Service immediately and without advance notice if Company deems such action is necessary to prevent or protect against fraud or to otherwise protect Company's personnel, agents, facilities, or services. Without limitation, Company may take such actions if: (a) you refuse to furnish information or furnish false information that is essential for billing, or pertains for your creditworthiness or your use of the Service; (b) you indicate that you will not comply with a request for security for the payment of Services; (c) your Service usage charges exceed established parameters based on your history of usage, which may indicate a likelihood of non-payment or fraud; (d) you have been given notice by Company of any past due amount and such amount remains unpaid, in whole or in part; (e) you refuse to pay when billed for Service; (f) you use, or attempt to use, the Service with the intent to avoid the payment, in whole or in part, of the charges for the Service by using or attempting to use Service by rearranging, tampering with, or making connections to Service in an unauthorized manner, or using fraudulent means or devices; or (g) you act in a manner that is threatening, obscene, or harassing to Company personnel. The discontinuance of Service by Company does not relieve you of any obligation to pay Company for charges due and owing for Services furnished up to the time of cancellation.

INDEMNIFICATION. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD COMPANY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AFFILIATES, AND AGENTS, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT, HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF YOU OR ANY THIRD PARTY OR USER OF YOUR SERVICE, RELATING TO OR ARISING OUT OF THE SERVICES, THE EQUIPMENT OR ITS INSTALLATION, OR THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LACK OF 911 DIALING OR DIALING ASSOCIATED WITH A SECURITY SYSTEM. THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

YOU AGREE THAT COMPANY IS NOT RESPONSIBLE FOR ANY THIRD PARTY CLAIMS THAT ARISE FROM YOUR USE OF THE SERVICES OR THE EQUIPMENT AND YOU AGREE TO REIMBURSE COMPANY FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING REASONABLE ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON OUR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

LIMITATION OF LIABILITY. COMPANY'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF COMPANY RELATED TO THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS RELATED TO 911 DIALING, SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY COMPANY'S INTENTIONAL MISCONDUCT OR RECKLESSNESS, EXCEPT FOR DAMAGES THAT ARE THE DIRECT RESULT OF COMPANY'S INTENTIONAL OR WILLFUL MISCONDUCT. YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. COMPANY AND OUR EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES, OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA, OR PERIPHERALS OR FOR COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT.

Company will not be liable for any delay or failure to provide the Service, including 911 dialing, at any time or from time to time, or any interruption or degradation of Service quality that is caused by any of the following: (a) acts or omissions of an underlying carrier, service provider, vendor or other third party; (b) Equipment, network, or facility failure; (c) Equipment, network, or facility upgrade or modification; (d) force majeure events such as, but not limited to, acts of god, hurricane, fire, war, acts of terrorism, and government actions; (e) Service, Equipment, network, or facility failure caused by loss of power to you; (f) outage of your broadband service provider; (g) your acts or omissions or the acts or omissions of any person using the Service or Equipment provided to you; or (h) any other cause that is beyond Company's control including, but not limited to, failure of or defect in any Equipment, the inability of Service connections to be completed, or the degradation of Service quality. Furthermore, Company will not be liable to you or others for any damages arising from the content of any data transmission, communication, or message transmitted or received by you, or losses resulting from any goods or service purchased or messages received or transactions entered into through the Service.

Company's aggregate liability for: (i) any failure or mistake, (ii) any claim with respect to Company's performance or nonperformance hereunder, or (iii) any act or omission of Company hereunder, shall in no event exceed the charges for the Service for the affected time period.

NO WARRANTIES ON SERVICE. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, WITHOUT LIMITING THE FOREGOING. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY OR LOSS OF CONTENT, DATA, OR INFORMATION. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR EQUIPMENT, IF ANY, BY COMPANY OR ITS AGENTS OR INSTALLERS ARE INFORMATIONAL ONLY AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, COMPANY EMPLOYEES, AGENTS, OR REPRESENTATIVES TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

NO WARRANTIES OR LIMITED WARRANTIES ON EQUIPMENT. If you received Equipment from Company and the Equipment included a limited warranty from the manufacturer at the time of receipt, you must refer to the separate limited warranty document provided with the Equipment for information about such warranty. You acknowledge that Company is not the manufacturer of the Equipment and you agree to look solely to the manufacturer for any remedies associated with the malfunction of the Equipment. Company makes no warranties of any kind, express or implied, in connection with the Equipment.

ASSIGNMENT. This Agreement and any contractual rights or remedies available to Company hereunder shall be freely assignable, in whole or in part, by Company. Additionally, Company may sell or assign its interest, in whole or in part, in any telecommunications facilities utilized to provide the Service. Customer shall not assign this Agreement or its rights hereunder without the written consent of Company to such assignment. Any such transfer without the consent of Company is void.

MISCELLANEOUS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions

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hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Time is of the essence with respect to this Agreement. Customer agrees that the Services and Equipment will be used primarily for commercial purposes as specified herein, and that it will not be used primarily for personal, family or household use. Customer shall promptly execute and deliver to Company such further documents and take such further action as Company may request in order to give effect to the intent and purpose of this Agreement. All indemnifications, releases, limitations of liability, disclaimers of warranties, limitations of remedies, the agreement to arbitrate, the restrictions upon use of the Services and/or the Equipment and the rights of Company to take action necessary to remain in compliance with any applicable tariff or license, including its right to retake possession of or disable the Equipment, all as more particularly set forth herein, shall survive the termination of this Agreement and discontinuation of the Service.

GOVERNING LAW, ARBITRATION. This Agreement shall be binding when accepted in writing by Company in the State of Mississippi and shall be governed by the laws of the State of Mississippi. The parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be submitted to binding arbitration before a panel consisting of three (3) arbitrators at a mutually agreeable site in Mississippi, or if no site can be agreed upon, then in Jackson, Mississippi. Such arbitration shall be binding upon both Customer and Company and shall be in accordance with the rules of the American Arbitration Association ("AAA"), including selection of the arbitrators, which shall be accomplished in accordance with the rules of the AAA. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The parties further agree that the prevailing party in such arbitration shall be entitled to recover the costs of such arbitration from the other party, including reasonable attorneys' fees. This Agreement to arbitrate shall not in any way impair or lessen the remedies available to Company in the event of default by Customer as more particularly set forth in this Agreement. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

ENTIRE AGREEMENT; MODIFICATION. Subject to any Applicable Tariff, this Agreement correctly set forth the entire agreement between Company and Customer with respect to the Services by Company to Customer. To the extent, if any, the terms of this Agreement and any Applicable Tariff conflict, then the Applicable Tariff shall control. This Agreement may be modified or amended only in writing signed by both parties.

II. SPECIFIC TERMS APPLICABLE TO PURCHASERS OF VOIP SERVICES.

911 SERVICES. The 911 emergency service provided in connection with Company's VoIP Service is different from traditional 911 service. When you dial 911 on your phone using Company's VoIP Service, your call may be routed to a different dispatcher than that used for traditional 911 dialing. The dispatcher may be located at a public safety answering point ("PSAP") designated for the address you listed at the time you registered for the Service or other back-up emergency answering services. Company relies on third parties for the forwarding of information underlying such routing, and accordingly Company and its third party providers disclaim any and all liability and responsibility in the event such information or routing is incorrect. In addition the 911 emergency service available in connection with VoIP Service is only available at the street address registered with Company for the particular area code and phone number. You acknowledge and agree that 911-type services shall only be available at the physical street address associated with the particular area code and phone number assigned to you. You further acknowledge and agree that 911-type services will not be available to a particular customer and neither Company nor its underlying service providers shall have any liability to you or any third party for failure to provide 911 services to you in the event of the assignment of an area code and phone number to you located outside of the exchange area associated with your street address or relocation of the telephone device to a location other than your physical street address as registered with Company.

IF YOU DO NOT CORRECTLY IDENTIFY THE ACTUAL CURRENT AND CORRECT PHYSICAL STREET ADDRESS LOCATION WHERE YOUR EQUIPMENT WILL BE LOCATED AT THE TIME YOU REGISTER FOR SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. When activating Service you must provide the actual physical street address where Equipment will be located, not a post office box, mail drop, or similar address. You acknowledge and understand that 911 dialing does not function properly or at all if you move or otherwise change the physical location of your Equipment to a different street address. Any change in the Equipment's physical address must be coordinated with Company for the Service and 911 to work properly.

YOU ACKNOWLEDGE AND ACCEPT THAT 911 SERVICE WILL NOT FUNCTION IF YOUR VOIP SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION. IF THERE IS A POWER OUTAGE THE SERVICE AND 911 DIALING WILL NOT FUNCTION UNTIL POWER IS RESTORED AND YOU MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR SERVICE INCLUDING FOR 911 DIALING PURPOSES.

911 dialing as described herein is not the same as traditional 911 or E911 dialing, and at this time does not include all of the capabilities of traditional 911 dialing. YOU ACKNOWLEDGE AND UNDERSTAND SUCH LIMITATIONS AND AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, AND AGENTS, AND ANY OTHER OF ITS UNDERLYING PROVIDERS OF SERVICES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, YOUR OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE RELATING TO OR ARISING OUT OF THE SERVICE TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL AND/OR MISROUTES OF 911 CALLS, INCLUDING, BUT NOT LIMITED TO, MISROUTES RESULTING FROM YOUR PROVISION TO COMPANY OF INCORRECT ADDRESSES OR INFORMATION IN CONNECTION THEREWITH. FURTHER, YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION RESULTING FROM THE FOREGOING EVENTS OR CONDITIONS UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF COMPANY.

PRIVACY AND SECURITY. VoIP Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that Company cannot guarantee that VoIP Service is private and secure. Company is not liable for any lack of privacy or security that you may experience with regard to the Service. You are responsible for taking precautions and providing security that best suits your intended use of the Service.

LOSS OF SERVICE. You acknowledge and understand that Service does not function in the event of a power failure. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which may or may not be provided by Company) and that, accordingly, in the event of an outage of, or termination of Service with or by, your Internet service provider ("ISP") and/or broadband provider, the Service will not function, but that you will continue to be billed for the Service unless and until you or Company terminate the Service in accordance with its Agreement. Should there be an interruption in the power supply or ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require you to reset or reconfigure Equipment prior to utilizing the Service. Should Company suspend or terminate your Service, the Service will not function until Company restores your Service (which may require the payment of all invoices and reconnection fees owed by you to cure any breach of this Agreement by you).

SECURITY SYSTEMS AND OTHER NON-VOICE COMMUNICATIONS EQUIPMENT. All non-voice communications equipment including, but not limited to, security systems that are set up to make automatic phone calls and medical monitoring devices are not compatible with Company's VoIP Service, and fax machines and modems may not be compatible with Company's VoIP Service. By accepting this Agreement you waive any claim against Company for interference with or disruption of such systems due to the Service.

EQUIPMENT. Customer understands and acknowledges that, for Company to provide the Services, the Customer must have a broadband service connection and Voice Over IP ("VoIP") Equipment. Customer acknowledges that the foregoing minimum requirements are subject to change depending upon the specific installation environment provided by Customer, and Company makes no representation or warranty that additional VoIP Equipment will not be needed. Customer agrees to purchase, provide and maintain in good working condition and repair, at Customer's sole cost and expense, the minimum requirements for each Service provided by Company. Company may, at Customer's request, install the Equipment at the Origination and Termination Locations. If Customer is not purchasing or leasing the VoIP Equipment from Company, then Company must certify and approve whether or not the Customer provided VoIP Equipment will work in conjunction with the Service. If it does not, then Customer must purchase or lease VoIP Equipment from Company in order to receive the Service. Customer premise equipment leased/furnished by Company remains the property of Company. For Company-furnished customer premise equipment that cannot be recovered from Customer's site, Customer will pay Company the purchase price for such Customer premise equipment.

EXCESSIVE USAGE. If any Customers on a specific VoIP Service plan have usage exceeding by ten (10) times the average usage of all the customers on the same VoIP Service plan subscribing to the same number of lines, the Customer may be charged an additional fee of \$50.00 per month per line.

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PROHIBITED USES OF THE SERVICE. You are prohibited from using VoIP Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if the Company determines, in its sole discretion, that you are reselling or transferring VoIP Service or that your VoIP Service is being used for excessive auto dialing, call forwarding, telemarketing, fax broadcasting, or fax blasting, the Company reserves the right to immediately terminate your VoIP Service without advance notice and to assess additional charges for each month in which the excessive usage occurred.

NO CREDIT ALLOWANCE FOR INTERRUPTION OF VOIP SERVICE. You acknowledge and agree that the Services are provided "as is." Credit allowances for interruption of VoIP Service shall not be provided.

Account Name: _____

Initial  _____

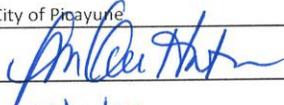


Notice Related to Analog Lines

C Spire (dba Telepak Networks, Inc.) is a Competitive Local Exchange provider in the states of Mississippi, Alabama, Tennessee, and Louisiana. Analog lines purchased from C Spire in said states are subject to the applicable state tariff as published online at www.cspire.com/ipvoice.

In states outside of Mississippi, Alabama, Tennessee, and Louisiana, C Spire may, as a billing convenience to you, acquire and invoice to you analog lines from the local provider in the region. In such cases, C Spire is not the provider of services. C Spire renders this invoice service to you in your out-of-region offices to support consolidated billing for your convenience.

Rates for analog lines fluctuate over time and are subject to change upon 30 (thirty) days written notice to you.

Account Name: City of Bayune
Authorized Client Signature: 
Date: 12/15/15

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*Note: Complete this form on each service address.

LETTER OF AUTHORIZATION

SECTION A

Business Name: City of Picayune
 Contact Person: Amber Hinton
 Billing Address: 203 Goodyear Blvd
 Picayune, MS 39466

Contact Telephone: 6017989770
 Physical Address (if different):

SECTION B Letter of Authorization for Customer Service Record (CSR)

To View Customer Service Records of Current Local Service Provider

(Initials) I authorize Telepak Networks, Inc. to obtain my Customer Service Records from my current local service provider. My current provider, is authorized to provide Telepak Networks, Inc. with my customer service records for the main billing number and all associated numbers listed in Section D. This authorization shall become effective for sixty (60) days unless the Customer indicates in writing the authorization is no longer valid.

SECTION C Letter of Agency

By signing below I hereby request a change in my telephone service provider and/or my long distance provider. I authorize a change of my local landline (wireline) and/or long distance service to Telepak Networks, Inc.

Authorizes a Change in Telephone Services Provider as Indicated

(Initials) I authorize Telepak Networks, Inc. as the provider of my local exchange telephone service for the numbers listed in Section D.
 (Initials) I authorize Telepak Networks, Inc. as the primary long distance provider for IntraLATA calls for the numbers listed in Section D.
 (Initials) I authorize Telepak Networks, Inc. as the primary long distance provider for InterLATA calls for the numbers listed in Section D.
 (Initials) I understand there may be a charge for changing carriers.

SECTION D Phone Numbers

List of Telephone Numbers to be changed from current provider to Telepak Networks, Inc.

	NPA	nxx	xxxx		NPA	nxx	xxxx		NPA	nxx	xxxx
1	601	798	6829	11	601	798	2481	21			
2	601	749	7004	12	601	798	2594	22			
3	601	798	6828	13	601	798	9134	23			
4	601	798	8653	14	601	749	7014	24			
5	601	798	7411	15				25			
6	601	799	4542	16				26			
7	601	799	2583	17				27			
8	601	798	7412	18				28			
9	601	798	0374	19				29			
10	601	798	2139	20				30			

SECTION E

 AUTHORIZED SIGNATURE
 Amber Hinton, City Clerk PRINT NAME
 6017989770 MAIN BILLING TELEPHONE NUMBER
 CSBS - 639401 ACCOUNT NUMBER
 12/15/15 DATE
 64-6000972 SSN/TaxID#

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Caller ID Name (CNAM)

Customer Name: City of Picayune

Listed Name (15 characters): _____
Telephone Number: _____

Authorized Signature

Amber Hinton, City Clerk
Print Name

12/15/15
Date



Directory Listing

Main Listing: Picayune Police Department
Listed Name: Picayune Police Department
Listed Address: 328 S Main St. Picayune, MS 39466
Listed Telephone Number: 601.798.7411
Yellow Page Heading Code: _____
SIC Code: _____

Omit Address from Listing? No

Additional Listing (White Pages Only):

Listed Name: _____
Listed Address: _____
Listed Telephone Number: _____

Authorized Signature  12/15/15
Date
Client Name (print) Amber Hinton, City Clerk

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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.

AT THIS TIME, COUNCILMEMBER BRELAND RECUSED HIMSELF AND LEFT THE MEETING

APPROVE REQUEST TO ADVERTISE THE SALE OF REAL PROPERTY IN THE ROSA STREET REVEDELOPMENT AREA

Motion was made by Council Member Bumpers, seconded by Council Member Gouguet to approve request to advertise the sale of real property of the following parcel 617-515-003-01-004-09 (PPIN 55190) lot 101 Rosa Street Redevelopment Area and 617-515-003-01-007-08 (PPIN 24309) lot 102 Rosa Street Redevelopment Area.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Breland

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME, COUNCILMEMBER BRELAND RETURNED TO THE MEETING

APPROVE OUT OF STATE TRAVEL FOR CHRISTY GOSS TO ATTEND THE RPI IDEAL LIVING EXPO IN SCHAUMBURG, IL

Motion was made by Council Member Breland seconded by Council Member Gouguet to approve out of state travel for Christy Goss to attend the RPI Ideal Living Expo in Schaumburg, IL on January 15-17, 2016.

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.

APPROVE ALTERNATE SIGNATURE RESOLUTION IN CONJUNCTION WITH 2015 CDBG PUBLIC FACILITIES PROJECT

Motion was made by Council Member Gouguet, seconded by Council Member Valente to approve Alternate Signature Resolution in conjunction with the 2015 CDBG Public Facilities Project.

RESOLUTION

AUTHORIZING ED PINERO, MAYOR, OR AMBER HINTON,
CITY CLERK, TO SIGN THE REQUEST FOR CASH FORMS
AND OTHER PROJECT RELATED REPORTS AND DOCUMENTS
UNDER THE STATE OF MISSISSIPPI CDBG PROGRAM
PROJECT NUMBER 1132-15-297-PF-01

WHEREAS, the State of Mississippi has awarded a Block Grant to the City of Picayune under the Community Development Block Grant Program; and

WHEREAS, the City will be responsible for ordering funds from the State of Mississippi to pay all costs incurred in the implementation of the CDBG project activities.

NOW, THEREFORE, BE IT RESOLVED by the Picayune City Council that it does hereby designate its Mayor, Ed Pinero or City Clerk, Amber Hinton, to sign the request for cash forms and other related reports and documents in order to secure monies under the State of Mississippi Community Development Block Grant Program.

ADOPTED this the 15 day of DECEMBER, 2015.

CITY OF PICAYUNE

ATTEST:



CITY CLERK

BY: 

MAYOR

REGULAR MEETING DECEMBER 15, 2015



Mayor
Ed Pinero, Jr.

City Manager
Jim Luke

203 Goodyear Blvd
Picayune, MS 39466
Phone: 601 798-9770
Fax: 601 798-0564
Email:
www.picayune.ms.us

Council
Tammy Valente
Lynn Bumpers
Jan Stevens
Larry Breland
Wayne Gouguet

December 15, 2015

Ms. Sara Doss
Bureau Manager, Grants Management
Mississippi Development Authority
Post Office Box 849
Jackson, Mississippi 39205-0849

Re: City of Picayune - CDBG
Project # 1132-15-297-PF-01
Alternate Signature

Dear Ms. Doss:

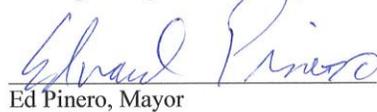
Attached is a copy of a resolution approved by the City Council designating myself or Amber Hinton, City Clerk, to sign cash request forms and other project related reports and documents for the above-referenced CDBG project. Thank you for your time and attention to this matter.

AUTHORIZED SIGNATURES


Ed Pinero, Mayor


Amber Hinton, City Clerk

I certify that the above persons are authorized as stated above and that the signatures are the original signatures of the persons so stated.


Ed Pinero, Mayor

Attachment

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.

APPROVE THE FAIR HOUSING RESOLUTION IN CONJUNCTION WITH THE 2015 CDBG PUBLIC FACILITIES PROJECT

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve the Fair Housing Resolution in conjunction with the 2015 CDBG Public Facilities Project.

FAIR HOUSING RESOLUTION

WHEREAS, the City of Picayune desires to give meaning to the guarantees of equal rights contained in the Constitution and laws of the State of Mississippi and the United States, and to encourage and bring about mutual self-respect and understanding among all citizens and groups in the City of Picayune; and

WHEREAS, under the Federal Fair Housing Law, Title VIII of the Civil Rights Act of 1968, it is illegal to discriminate in the sale, leasing, financing of housing or land to be used for construction of housing, or in the provision of brokerage services because of race, color, religion, ancestry, sex, national origin, handicap or disability; and

THEREFORE BE IT RESOLVED the City of Picayune, Mississippi makes a firm commitment to do all within its power to eliminate prejudice, intolerance, disorder and discrimination in housing.

BE IT FURTHER RESOLVED that the following procedures will be used to accomplish the purpose of the aforementioned resolution:

1. The City of Picayune shall inform all City employees of the City's commitment to fair housing.
2. The City will post this resolution in City buildings and other public places.
3. The City of Picayune shall direct all employees to forward immediately to the Mayor or City Council any reports they receive on housing discrimination.
4. The Mayor will be responsible for seeing to/or assisting with the filing of said complaints by filing the complaint through HUD's online complaint service, calling the toll free housing discrimination complaint number, or contacting the State's local HUD office or MDA.
5. The Fair Housing Law poster, which has the "Equal Housing Opportunity" logo, will be displayed at City Hall. (Both English and Spanish Versions)
6. The City will distribute posters, flyers, and other means which will bring to the attention to those affected, the knowledge of their respective responsibilities and rights concerning equal opportunity in housing. Some of the pamphlets to be made available at City Hall and other public places would include, but not be limited to: "Fair Housing-It's the Law" and "Are You a Victim of Housing Discrimination."

ADOPTED this the 15 day of DECEMBER, 2015.

CITY OF PICAYUNE, MISSISSIPPI

ATTEST:


CLERK

BY: 
MAYOR

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.

APPROVE THE RESOLUTION ESTABLISHING GOALS FOR MINORITY AND WOMEN OWNED BUSINESS PARTICIPATION IN CONJUNCTION WITH THE 2015 CDBG PUBLIC FACILITIES PROJECT

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve the Resolution Establishing Goals for Minority and Women Owned Business Participation in conjunction with the 2015 CDBG Public Facilities Project.

**RESOLUTION ESTABLISHING GOALS FOR MINORITY
AND WOMEN OWNED BUSINESS PARTICIPATION IN
THE IMPLEMENTATION OF THE CDBG PROGRAM**

WHEREAS, the City of Picayune has received a Community Development Block Grant (CDBG) from the Mississippi Development Authority; and

WHEREAS, one of the requirements of the CDBG program is that the City establish goals for Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) participation in the implementation of their CDBG projects; and

NOW, THEREFORE, BE IT RESOLVED that the City of Picayune adopts the goal of 10% participation by MBE's and 5% participation by WBE's in the implementation of its CDBG projects.

BE IT FURTHER RESOLVED that the City will solicit at least two (2) proposals or bids from MBE/WBE companies for professional and construction services, as well as post the advertisements for said services on the State's Contract Procurement Website, in order to attempt to meet the goals as established above.

ADOPTED this the 15 day of DECEMBER, 2015.

CITY OF PICAYUNE, MISSISSIPPI

ATTEST:



CLERK

By: 

MAYOR

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.

APPROVE THE RESOLUTION ESTABLISHING A CODE OF STANDARDS OF CONDUCT IN CONJUNCTION WITH THE 2015 CDBG PUBLIC FACILITIES PROJECT

Motion was made by Council Member Stevens, seconded by Council Member Valente to approve the Resolution Establishing a Code of Standards of Conduct in conjunction with the 2015 CDBG Public Facilities Project.

**RESOLUTION
ESTABLISHING A CODE OF STANDARDS
OF CONDUCT FOR OFFICERS AND EMPLOYEES
OF THE CITY OF PICAYUNE, MISSISSIPPI**

On a motion made by Councilman STEVENS, and seconded by Councilman VALENTE and upon majority approval, it was resolved that the following will constitute a Code of Standards, which will apply to all officers and employees of Picayune, Mississippi, and will govern their performance in all matters relating to the City.

No employee, officer, or agent of the City will participate in the selection or award of administration of a contract supported by any City funds (or by federal funds) if a conflict of interest, real or apparent, would be involved. A conflict of interest would arise when the employee, officer, agent, any member of his immediate family, partner, or any organization which employs or is about to employ any of them, has a financial or other interest in the firm selected for award.

No employee, officer, or agent of the City will solicit or accept any gratuity, favor, or anything of monetary value from any contractor, potential contractor, or provider of any goods or services to the City.

No employee, officer, or agent of the City or their spouse, child, business associate, or partner will obtain any direct or indirect interest in any contract, subcontract, or agreement with the City, or for a period of one (1) year after leaving any position with the City.

All the aforesaid prohibitions will specifically apply, but will not be limited in their application, to any expenditure of funds received under the Community Development Block Grant Program or any other program financed in whole or in part by any federal or state funds.

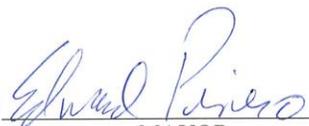
ADOPTED this the 15 day of DECEMBER, 2015.

CITY OF PICAYUNE, MISSISSIPPI

ATTEST:



CITY CLERK

By: 

MAYOR

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.

APPROVE THE PROHIBITION OF EXCESSIVE FORCE RESOLUTION IN CONJUNCTION WITH THE 2015 CDBG PUBLIC FACILITIES PROJECT

Motion was made by Council Member Stevens, seconded by Council Member Valente to approve the Prohibition of Excessive Force Resolution in conjunction with the 2015 CDBG Public Facilities Project.

PROHIBITION OF EXCESSIVE FORCE RESOLUTION

WHEREAS, the City of Picayune has received a Community Development Block Grant (CDBG) from the Mississippi Development Authority; and

WHEREAS, paragraph (s) of the Assurances section of the grant agreement between the State of Mississippi and the City of Picayune, requires that the City comply with Public Law 101-144; and

NOW, THEREFORE, BE IT RESOLVED that the City of Picayune will prohibit the use of excessive force, by law enforcement agencies within its jurisdiction, against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such a nonviolent civil rights demonstration within its jurisdiction.

ADOPTED this the 15 day of DECEMBER, 2015.

CITY OF PICAYUNE, MISSISSIPPI

ATTEST:



CLERK

By: 

MAYOR

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.

APPROVE THE SAMPLE, HICKS AND ASSOCIATES ADMINISTRATION CONTRACT IN CONJUNCTION WITH THE 2015 CDBG PUBLIC FACILITIES PROJECT

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to approve the Sample, Hicks and Associates Administration Contract in conjunction with the 2015 CDBG Public Facilities Project.

**AGREEMENT CONSULTING SERVICES
COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC FACILITIES PROJECT**

THIS AGREEMENT is entered into this the 15 day of DECEMBER, 2015 by and between Sample, Hicks and Associates, Inc., herein called the "Consultant", and the City of Picayune, Mississippi, herein called the "City".

WITNESSETH THAT:

WHEREAS, the State of Mississippi has approved the City's application for Community Development Block Grant (Project No. 1132-15-297-PF-01) funds under Title I of the Housing and Community Development Act of 1974 as amended; and

WHEREAS, the City needs management and administrative assistance in executing this Community Development Block Grant Program, Project No. 1132-15-297-PF-01; and

WHEREAS, the City desires to engage the Consultant to render certain technical and professional services hereinafter described in connection with the Community Development Block Grant Program, and the Consultant desires to provide said services.

NOW, THEREFORE, the parties hereto mutually agree as follows:

A. EMPLOYMENT OF CONSULTANT

The City hereby agrees to employ the Consultant, and the Consultant hereby agrees to perform services set forth hereinafter in connection with the City's Community Development Block Grant Program which is to be financed in part by grant funds from HUD under Title I of the Housing and Community Development Act of 1974 as amended.

B. SCOPE OF SERVICES

The Consultant shall do, perform, and carry out in a satisfactory and proper manner such work as the City determines is necessary under this program. Specific job tasks that the Consultant will assist the City in performing include, but are not necessarily limited to the following:

1. General Services

- a. Establish a filing system to keep the necessary records:
 - (1) Citizen Participation
 - (2) Environmental
 - (3) Labor Standards
 - (4) Acquisition
 - (5) Financial Management
 - (6) Other Resources
 - (7) Equal Opportunity
 - (8) General Correspondence

REGULAR MEETING DECEMBER 15, 2015

- b. Responsible for overall coordination of project activities.
 - c. Attend state monitoring visits, meetings, etc.
 - d. Establish and maintain financial records including monthly worksheets.
 - e. Preparation of the necessary forms to request funds from the State Treasury.
 - f. Responsible for insuring adoption of required resolutions in accordance with grant agreement.
 - g. Work with local government to obtain necessary right-of-ways and easements in compliance with the applicable acquisition requirements.
2. *Labor Standards Administration and Enforcement*
- a. Serve as Labor Standards Officer to insure compliance with all applicable labor standard requirements.
 - b. Request Wage Rate Determination in accordance with the Davis-Bacon Act.
 - c. Ensure the inclusion of all construction documents and bid specifications, the applicable wage decisions and labor standard provisions.
 - d. Verify with the State Office the current eligibility status of all contractors and subcontractors to be used on any Title I funded construction prior to award of contract.
 - e. Documentation of contractor and subcontractor certification in accordance with HUD Handbook (6500.3) paragraph 5(b).
 - f. Assist Engineer in conducting the Preconstruction Conference for each construction contract under the Community Development Program to appraise contractors and subcontractors of their responsibilities and obligations regarding the labor standard provisions obtained in the contract documents.
 - g. Prepare a Preconstruction Conference Report for each conference held in accordance with the labor handbook.
 - h. Examination of "Weekly Payroll Forms" from contractors and subcontractors to insure that these forms meet all necessary requirements as stated in the labor handbook.
 - i. Conduct employee interviews to insure that there are no violations and discrepancies in the existing wage rate and labor classifications.

REGULAR MEETING DECEMBER 15, 2015

- j. Notify the state office of the start of construction of each construction contract in accordance with labor standards.
 - k. File Labor Standards Enforcement Report to State Office as requested.
3. *Environmental Assessment*
- a. Preparation of the Environmental Review Record for each project activity:
 - (1) Description of the project.
 - (2) Documentation showing that each step in the Environmental Review Record has been performed.
 - (3) Identification of the Environmental Impacts (beneficial or adverse)
 - (4) Documentation of any modification of project due to an adverse environmental impact.
 - (5) Determination of Level of Clearance Finding.
 - b. Preparation of Cultural Resources Survey.
 - c. Preparation of Notice of Finding of No Adverse effect on the Environment and Request for Release of Funds.
 - d. Preparation of Request for Release of Funds and Certification to the State of Mississippi.
 - e. Submit copies of Notice of No Effect on the Environment and Request for Release of Funds to interested agencies.
4. *Close-out Project*
- a. Preparation of close-out report as required by state.
 - b. Assist the City in the selection of auditor, if applicable.

The Consultant shall be available at all times to assist the City in performing such work in a satisfactory and proper manner as the City deems necessary under this program. Specific job tasks that we, as the Consultant, shall perform shall not be limited to the above, but would form to the specific needs of the City.

C. DISPOSITION OF WORK MATERIALS

All contract documents and similar work materials prepared by the Consultant in furnishing the scope of services set forth herein shall be the property of the City.

D. TIME OF PERFORMANCE

The services provided under this Agreement by the Consultant shall continue as long as is mutually agreeable to the parties hereto or until the project is closed out. The terms of the Agreement, specifically the "Scope of Services" and "Compensation" to the Consultant can, however, be reviewed annually and modified as is mutually agreeable to the two parties.

E. TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and shall be furnished to the Consultant at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Consultant under this Contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

F. TERMINATION FOR CONVENIENCE OF CITY

The City may terminate this Contract at any time by giving written notice to the consultant of such termination and specifying the effective date thereof. Such written notice shall be furnished the Consultant at least thirty (30) days before the effective date of termination. In the event all finished or unfinished documents and other materials as described above shall, at the option of the City become its property. If the Contract is terminated by the City as provided herein, the Consultant shall be paid for all work completed up to the termination date.

G. TERMINATION FOR CONVENIENCE OF CONSULTANT

The Consultant may terminate this Contract at any time by giving written notice to the City of such termination and specifying the effective date thereof. Such written notice shall be furnished the City at least thirty (30) days before the effective date of termination. In the event of termination, all materials as described above shall become the property of the City. The Consultant shall be paid for all work completed up to the termination date.

H. CHANGES

The City or Consultant may, from time to time, request changes in the terms of this Agreement. Such changes, including any increase or decrease in the amount of compensation due to Consultant, shall be mutually agreed upon by the parties hereto and shall be incorporated in written amendments to this Contract.

I. COMPENSATION DUE TO CONSULTANT

As consideration for the performance of this Contract, the City agrees to pay the Consultant the following lump sum payments. This compensation can be increased with the approval of the City.

General Administration Duties	\$35,000.00
TOTAL	\$35,000.00

Included in this fee is the procurement of up to ten (10) easements. Any easements obtained over the ten (10) identified above will be charged at the rate of \$1,000.00 per easement.

J. METHOD OF PAYMENT

The City will pay the Consultant \$3,000.00 when environmental clearance is received; \$5,900.00 when the construction contracts are signed; \$5,900.00 when the overall project is 25% complete; \$5,900.00 when the overall project is 50% complete; \$5,900.00 when the overall project is 75% complete; \$5,900.00 when the overall project is 90% complete; and \$2,500.00 when the close-out package is accepted by the Mississippi Development Authority.

K. EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin.

L. INTEREST OF MEMBERS OF CITY AND OTHERS

No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body, the locality or localities in which the Project is situated or being carried out who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Contract which affects his personal association in which he is, directly or indirectly, interested or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

M. ASSIGNABILITY

The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without prior written consent of the City thereto; provided however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

N. INTEREST OF CONSULTANT

The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

O. FINDINGS CONFIDENTIAL

Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

P. OFFICIALS NOT TO BENEFIT

No members of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise herefrom.

Q. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as a duly authorized official of the Mississippi Development Authority, Division of Community Development, the City, HUD, and/or the Comptroller General of the United States may deem necessary, there shall be made available to the authorized official of the Mississippi Development Authority, Division of Community Development, the City, HUD, and/or representatives of the Comptroller General for examination of all its records with respect to all matters covered by this Contract and will permit the official of the Mississippi Development Authority, Division of Community Development, the City, HUD, and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

The Consultant shall keep and maintain books, records and other documents relating directly to the receipt and disbursement of such grant funds; and any duly authorized representative of the Mississippi Development Authority, Division of Community Development, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit and examine all such books, records and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Records shall be retained for three (3) years after project closeout.

The Consultant agrees that any duly authorized representative of the Mississippi Development Authority, Division of Community Development, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this Grant.

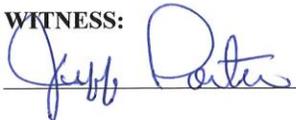
IN WITNESS WHEREOF, THE CITY OF PICAYUNE and the CONSULTANT have executed this Agreement this the 15 day of DECEMBER, 2015.

CITY OF PICAYUNE, MISSISSIPPI

WITNESS: 
CITY CLERK

BY: 
MAYOR

SAMPLE, HICKS & ASSOCIATES, INC.

WITNESS: 
JEFF PORTER

BY: 
JASON A. HICKS, PRESIDENT

**SPECIAL PROVISIONS AND REGULATIONS
STIPULATED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

For the purpose of clarification, the Contracted Party shall refer to the firm providing professional services to the Grantee as specified in the contract to which this document is attached.

1. Access of Grantee, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books

The Contracted Party agrees to allow the Grantee, State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions.

2. Termination of Contract for Cause

If, through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Grantee for damages sustained or the Grantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due the Grantee from the Contracted Party is determined.

3. Termination for Convenience of the Grantee

The Grantee may terminate this Contract any time by a notice in writing from the Grantee to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. Records

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

5. Health and Safety Standards

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

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6. Environmental Compliance

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

7. Energy Efficiency

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

8. Changes

The Grantee may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contracted Party's compensation which are mutually agreed upon by and between the Grantee and the Contracted Party, shall be incorporated in written amendments to this Contract.

9. Personnel

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer and contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. Withholding of Salaries

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Grantee shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

12. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to the Grantee for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

1. Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
2. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,
3. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.

Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. Section 3 Clause

The Contracted Party will comply with section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 17010) requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

Section 3 residents are defined as: 1) residents of public housing; or 2) individuals that reside in the metropolitan area or non-metropolitan county in which the section 3 covered assistance is expended and meet the definition of a low-or very low-income person as defined by HUD).

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Section 3 business concerns are defined as one of the following: 1) businesses that are 51 percent or more owned by section 3 residents; 2) businesses whose permanent, full-time employees include persons, at least 30 percent of whom are current section 3 residents or were section 3 residents within 3 years of the date of first employment with the business concern; or 3) businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in the two previous categories.

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to insure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an application provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled, (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to the Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

16. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

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17. Compliance with Local Laws

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

18. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of the Grantee. The Contracted Party shall be as fully responsible to the Grantee for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

19. Assignability

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Grantee provided that claims for money due or to become due the Contracted Party from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

20. Interest of Members of Local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefit for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Section 24-4-117 and 25-4-119, Mississippi Code Annotated (Supp. 1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

21. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise there from.

22. Interest of Contractor

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

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24. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

25. Uniform Act Requirements

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1.

26. Lead-Based Paint Requirements

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

27. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

28. Flood Insurance Purchase Requirements

Both parties agree to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

29. Historic Preservation

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-1 *et seq.*) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

30. Program Monitoring

Both parties agree to assist and cooperate with the Federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

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31. Procurement

The subgrantee must comply with all State and Federal laws dealing with purchasing and acquisition for goods, services and other allowable cost as specified in the application.

32. Discrimination Due to Beliefs

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee.

34. Third-Party Contracts

The Subgrantee shall include in all contracts with Participating Parties receiving grant funds provisions requiring the following:

1. Each such Participating Party keeps and maintains books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and,
2. Any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The Subgrantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

35. Excessive Force

The contracted parties will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

36. Architectural Barriers Act and Americans with Disabilities

The contracted parties will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

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.

APPROVE THE RESOLUTION TO ADOPT RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to approve the Resolution to Adopt Residential Anti-displacement and Relocation Assistance Plan.

**RESOLUTION TO ADOPT RESIDENTIAL ANTIDISPLACEMENT
AND RELOCATION ASSISTANCE PLAN**

WHEREAS, the City of Picayune has received approval of a Community Development Block Grant (CDBG) from the Mississippi Development Authority; and

WHEREAS, the CDBG Program requires that all grant recipients adopt by resolution a Residential Antidisplacement and Relocation Assistance Plan; and

THEREFORE BE IT RESOLVED, that the City of Picayune hereby adopts the attached Residential Antidisplacement and Relocation Assistance Plan.

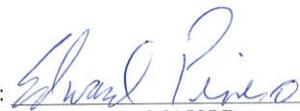
ADOPTED this the 15th day of DECEMBER, 2015.

CITY OF PICAYUNE, MISSISSIPPI

ATTEST:



CLERK

By: 

MAYOR

**RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE
PLAN UNDER SECTION 104 (d) OF THE HOUSING AND
COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED**

The City of Picayune will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than low/moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.606 (b) (1).

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the City will make public and submit to the HUD Field Office the following information in writing:

1. A description of the proposed assisted activity; and
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to use other than as low/moderate income dwelling units as a direct result of the assisted activity; and
3. A time schedule for the commencement and completion of the demolition or conversion; and
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units; and
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling unit for at least 10 years from the date of initial occupancy.

The City will provide relocation assistance, as described in 570.606 (b) (2), to each low/moderate income household displaced by the demolition or by the conversion of a low/moderate income dwelling to another use as a direct result of assisted activities.

Consistent with the City's goals and objectives of activities assisted under the Act, the City will take the following steps to minimize the displacement of persons from their homes:

1. All public facilities projects (water, sewer, gas, etc.) will be designed so that there will be no displacement of any residences or businesses;
2. No homes will be demolished that can be rehabilitated.

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.

AT THIS TIME, DIRECTOR OF PLANNING AND ZONING, DIANE MILLER, PRESENTED AN EMAIL FROM LAMAR ADVERTISING REQUESTING TO WITHDRAW THEIR REQUEST FOR A CONDITIONAL USE AT 1009 MEMORIAL BLVD TO REPLACE EXISTING BILLBOARD WITH A DIGITAL ADVERTISING SIGN. NO ACTION WAS TAKEN ON THIS ITEM THAT WAS LISTED ON TONIGHT'S AGENDA

APPROVE REQUEST FOR A CONDITIONAL USE TO OPERATE A VETERINARY CLINIC AT 201 KIRKWOOD STREET

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to accept planning commission recommendation to approve request from David Watts for a Conditional Use to operate a Veterinary Clinic at 201 Kirkwood Street. Property is zoned Office Professional. Limited to the condition of no outside kennels and no farm size animals.

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.

APPROVE DESIGN AND CONSTRUCTION PHASE ENGINEERING CONTRACT FOR THE 2015 CDBG PUBLIC FACILITIES PROJECT

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve the Design Phase and Construction Phase Engineering Contract

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for the 2015 CDBG Public Facilities Project # 1132-15-297-PF-01, Water Distribution Improvement Project and authorize Mayor to sign related documents.

ENGINEERING & SURVEYING SERVICES CONTRACT
CITY OF PICAYUNE
2015 CDBG PUBLIC FACILITIES PROJECT #1132-15-297-PF-01
WATER DISTRIBUTION IMPROVEMENT PROJECT

THIS CONTRACT entered into by and between the CITY OF PICAYUNE hereinafter designated as the OWNER, and DUNGAN ENGINEERING, P.A., Picayune, Mississippi, hereinafter designated as the ENGINEER.

WHEREAS: The OWNER contemplates design and construction of new water mains and related appurtenances associated with the 2015 CDBG PUBLIC FACILITIES PROJECT #1132-15-297-PF-01, Water Distribution Improvement Project.

WHEREAS: Certain engineering services are required in the investigation, planning, and execution of the said improvements, and the Public Works Department will assist and perform field investigations to determine locations/sizes of existing water mains, valves, connections.

WHEREAS: The OWNER does hereby employ the ENGINEER to finish the aforesaid engineering services,

NOW THEREFORE, the parties hereto do mutually agree as follows:

**ARTICLE I
ENGINEER'S SERVICES**

The ENGINEER AGREES, in consideration of payments to be made by the OWNER, as hereinafter set out, to furnish certain engineering services as follows:

ITEM ONE: PLANNING AND DESIGN PHASE

Upon authorization in writing by the OWNER to proceed, the ENGINEER shall prepare design drawings, specifications, and contract documents for the purpose of awarding one contract for the finishing of all materials, and any contracts for labor and equipment not available through OWNER's work force and equipment inventory.

The ENGINEER shall prepare and furnish to the OWNER cost estimates of all work included in the completed drawings, specifications, and contract documents.

The ENGINEER shall obtain the approval of such agencies and legally constituted authorities as under the laws of the State of Mississippi have jurisdiction over the review of the drawings and specifications for the proposed project, and shall also obtain the approval of such Federal agencies as have jurisdiction over the review of drawings, specifications, and contract documents of the proposed project.

It is the intent of the ENGINEER that he shall furnish as part of his basic services, any reasonable quantity of plans, specifications, bid sheets, cost estimates, design analyses, and other contract documents as may be required. However, it is agreed that the total quantity of any one item shall not exceed ten (10) copies. Additional copies will be furnished upon request of the OWNER at the actual cost of reproduction of such additional copies.

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ITEM TWO: CONSTRUCTION PHASE

The ENGINEER shall have a responsible representative present at all lettings of contracts for the proposed work and shall advise and assist the OWNER in the making of awards of contracts to successful bidders. The ENGINEER shall act in a general advisory and consulting capacity to the OWNER throughout the construction period and shall:

Make periodic visits to the site of the work to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.

Make or assist the OWNER in making all reports required by any State or Federal Agency relating to the project.

Perform all necessary materials sampling and testing in order to insure the highest quality work be accomplished for this project.

Be available to the Contractor and the OWNER for interpretation of drawings, specifications, and contract documents and prepare construction change orders as they are required for the proper execution of the work.

Provide surveying services to lay out easements, line location, line grades, and advise the OWNER's employees on the construction of the project.

Review shop drawings, diagrams, illustrations, catalog data, samples, the results of tests and inspections, and other compliance with the information given in the contract documents.

Based on his review of the Contractor's applications for payment and supporting data, determine the amounts owing to the Contractor and approve in writing payment to the Contractor in such amounts.

Conduct, in company with the OWNER, a final inspection of the Project for compliance with the information given in the contract documents, and approve in writing final payment to the Contractor.

Upon the completion of all construction awarded in accordance with the terms of this Contract, the ENGINEER shall furnish to the OWNER a set of record drawings covering the work actually installed.

The ENGINEER shall not be responsible for the methods and means employed by the Contractor in the performance of the construction work. Further, the ENGINEER shall not be responsible for the safety of the workmen and others who might be injured during the course of construction work by the Contractor, or for property which may be damaged; his obligation under this section of the Contract being limited to the making of periodic observations and reports to the OWNER concerning the compliance of the completed construction work with the contract documents.

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ITEM THREE: ADDITIONAL SERVICES

When authorized in writing by the OWNER, the ENGINEER shall furnish or obtain from others additional services not otherwise specifically provided for in ITEM ONE, TWO or THREE of SERVICES. These services shall include but not be limited to the following:

Prepare changes in design or perform other services resulting from substantial changes being made in the general scope of the project.

Prepare revisions of studies, reports, design documents, drawings, or specifications which have been previously approved by the OWNER-

Provide special analyses or studies of the environmental effects of the project, or other OWNER needs such as the preparation of operating and maintenance manuals, special operating drawings, charts, or other pertinent data.

Provide additional or extended services during construction caused by fire, storm, work stoppages, or other prolongation of the contract time, acceleration of work schedule beyond the ENGINEER's established office working hours, or the Contractor's default due to delinquency or insolvency.

Prepare for and give testimony as an expert witness or make any other appearance on behalf of the OWNER before governmental, quasi-governmental, or civic bodies in connection with proceedings involving the project.

**ARTICLE 2
PAYMENTS**

IN PAYMENT for the services hereinbefore described under ARTICLE 1, ENGINEER'S SERVICES, the OWNER agrees to pay and does allow the ENGINEER the following amounts:

ITEM ONE: PLANNING AND DESIGN PHASE

For services performed pursuant to ITEM ONE, DESIGN PHASE, the lump sum amount of **Eighty-two thousand and no/100 (\$82,000.00).**

The above stated lump sum fee is based upon a project of the scope and magnitude hereinbefore described. In the event that the scope of the project is revised, the ENGINEER will recalculate the lump sum fee to be paid and will submit the revised fee in the form of a Contract Amendment for approval by the OWNER.

The fee for ITEM ONE of SERVICES shall be due and payable from time to time as the work is accomplished.

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ITEM TWO: CONSTRUCTION PHASE

For services performed pursuant to ITEM TWO, CONSTRUCTION PHASE, the lump sum fee of **Forty-six thousand and no/100 (\$46,000.00)**.

Payment for Construction Phase shall be due and payable from time to time as payments are made to the construction Contractor, with such payments being proportioned to the payments made to the Contractor, and with final payment being due and payable when the project is completed and accepted.

ITEM THREE: ADDITIONAL SERVICES

The method of reimbursement and payment for services rendered in compliance with ITEM THREE of SERVICES shall be agreed upon in writing by the OWNER and the ENGINEER at the time of authorization for said work.

**ARTICLE 3
GENERAL CONSIDERATIONS**

The ENGINEER's estimate of the project cost is the opinion of the ENGINEER of the probable project cost on the date of the estimate and is supplied as a guide only. Since the ENGINEER has no control over the cost of labor and materials or over competitive bidding and market conditions, the ENGINEER does not guarantee the accuracy of such opinion as compared to Contractor bids or actual cost to the OWNER

The ENGINEER will prepare the drawings and specifications in accordance with generally accepted engineering practices and makes no warranty, either expressed or implied, as part of this Agreement.

The ENGINEER does not guarantee the performance or safety of materials and equipment provided by any construction Contractors, which materials and equipment may include but not necessarily be limited to pipe, valves, fittings, traps, conduit, wiring, steel, wire, nails, lumber, cement, aggregate, bricks, files, pumps, motors, compressors, electrical apparatus of all types, all metal pressure and storage vessels furnished and erected in place as required to provide a complete, functional unit and all other materials and equipment as are required to provide a complete, safe, and functional facility.

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this Agreement should be terminated by the OWNER, the ENGINEER shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this Agreement, such party will remain liable to the other for all damages incurred as a result of breach of this Agreement.

This Agreement may be terminated by either party upon seven days' written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination

REGULAR MEETING DECEMBER 15, 2015

Plans and specifications shall be the property of the OWNER, whether the project for which they are made is executed or not. The OWNER shall be permitted to retain copies, including reproducible copies of plans and specifications for information and reference in connection with the OWNER's use and occupancy. The plans and specifications may be used by the OWNER on other projects, for additions to this project, or for completion of this project by others upon payment by the OWNER of appropriate compensation to the ENGINEER for ITEM ONE services as provided in ARTICLE 2.

If the project is suspended for more than six months or abandoned in whole or in part the ENGINEER shall be paid his compensation for services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with reimbursable expenses then due, as described in ARTICLE 2, PAYMENTS.

The ENGINEER shall keep and maintain books, records, and other documents relating directly to the receipt and disbursement of grant funds; and any duly authorized representative of the Governor's Office of Federal-State Programs, Department of Community Development, the U.S. Department of Housing and Urban Development (HUD) and/or the Controller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the ENGINEER until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The ENGINEER agrees that any duly authorized representative of the Governor's Office of Federal-State Programs, Department of Community Development the U.S. Department of Housing and Urban Development (HUD) and/or the Controller General of the United States shall, at all reasonable times, have access to any portion of the Project in which the ENGINEER is involved until the completion of all close-out procedures respecting this grant.

ARTICLE 4 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the ENGINEER agrees as follows:

The ENGINEER will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this non-discrimination clause.

The ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

The ENGINEER will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

REGULAR MEETING DECEMBER 15, 2015

The ENGINEER will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the ENGINEER's noncompliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the ENGINEER may be declared ineligible for further Government contracts or Federally assisted construction contracts, in accordance with procedures authorized in Executive Order No. II 246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. II 246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this ____ day of _____, 20 ____.

(This contract executed in triplicate).

OWNER:

CITY OF PICAYUNE

WITNESS:

By:

Title: Mayor

ENGINEER:

DUNGAN ENGINEERING, P.A.

WITNESS:

By: _____

Title: Vice-President

GENERAL TERMS AND CONDITIONS

1. **Relation Between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered onto any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
2. **Responsibility of the Engineer.** Engineer will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contracts to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the service of the Engineer.

REGULAR MEETING DECEMBER 15, 2015

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Client. Engineer shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. They should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.
7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.

REGULAR MEETING DECEMBER 15, 2015

12. **Termination.** This Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by the Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) on property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client of the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

15. **Legal Proceedings.** In the Event's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding or inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such a proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

REGULAR MEETING DECEMBER 15, 2015

16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive liability with maximum limits of \$500,000/\$1,000,000; automotive liability with maximum limits of \$500,000/\$500,000; and professional liability insurance with an annual limit of \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is sufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer of Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be

REGULAR MEETING DECEMBER 15, 2015

encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors, or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred in the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.
23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be done upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineers ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by contingency beyond their control including, but not limited to, acts of God, wars, strikes, walkouts fires, natural calamities, or demands or requirements of governmental agencies.

REGULAR MEETING DECEMBER 15, 2015

25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory, or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
28. **Amendment.** This Agreement shall not be subject to amendment unless other instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
30. **Design without Construction Phase Services.** Should Client provide Construction Phase services with either Client's representatives or a third party, Engineer's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase.

It is understood and agreed that if Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by Client, then Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the Engineer that may be in any way connected thereto.

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.

APPROVE REQUEST FOR PERMISSION TO SUBMIT PRE-APPLICATION FOR FY 2016 AIRPORT IMPROVEMENT PROJECTS

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve request for permission to submit Pre-Application for FY 2016 Airport Improvement Projects and authorize Mayor to sign related documents.

REGULAR MEETING DECEMBER 15, 2015



December 10, 2015

Mr. Thomas M. Booth, Jr., P.E.
Assistant Director – Aeronautics
Mississippi Department of Transportation
Aeronautics Division
P. O. Box 1850
Jackson, MS 39215-1850

Re: Picayune Municipal Airport
Airport Improvements Projects – FY 2016
Construction of Taxiway
City of Picayune, MS

Dear Mr. Booth:

Enclosed please find the following documentation for the above referenced project:

- 3 Originals – Application for Federal Assistance SF 424 Form
- 3 Originals – Project Cost Estimate
- 3 Originals – Preliminary Sketch
- 3 Originals – Justification

Thank you for your assistance in processing this information in order to secure grant funding. If you have any questions or need additional information, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Vernon Moore', is written over a light blue horizontal line.

Vernon Moore, P.E.
Project Engineer

Enclosure(s)

C: Jim Luke, City Manager, City of Picayune
Ed Pinero, Mayor, City of Picayune
Jonathan Linquist, FAA

SERVICE. STRENGTH. SOLUTIONS.

925 Goodyear Boulevard | Picayune, MS 39466
P (601) 799-1037 | F (601) 799-0480

REGULAR MEETING DECEMBER 15, 2015

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424	
<p>*1. Type of Submission:</p> <input checked="" type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
<p>*2. Type of Application * If Revision, select appropriate letter(s):</p> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	
<p>*Other (Specify) _____</p>	
<p>*3. Date Received: _____ 4. Applicant Identifier: _____</p>	
<p>5a. Federal Entity Identifier: _____ *5b. Federal Award Identifier: _____</p>	
<p>State Use Only:</p>	
<p>6. Date Received by State: _____ 7. State Application Identifier: _____</p>	
<p>8. APPLICANT INFORMATION:</p>	
<p>*a. Legal Name: City of Picayune</p>	
<p>*b. Employer/Taxpayer Identification Number (EIN/TIN): 64-6000972</p>	
<p>*c. Organizational DUNS: 092683457 - SAMS Number is 48BT9</p>	
<p>d. Address:</p>	
<p>*Street 1: 203 Goodyear Blvd _____ Street 2: _____ *City: Picayune _____ County: _____ *State: Mississippi _____ Province: _____ *Country: USA _____ *Zip / Postal Code: 39466 _____</p>	
<p>e. Organizational Unit:</p>	
<p>Department Name: Picayune Municipal Airport</p>	
<p>Division Name: _____</p>	
<p>f. Name and contact information of person to be contacted on matters involving this application:</p>	
<p>Prefix: _____ *First Name: Vernon _____ Middle Name: _____ *Last Name: Moore _____ Suffix: _____</p>	
<p>Title: Project Manager</p>	
<p>Organizational Affiliation: Dungan Engineering, P.A.</p>	
<p>*Telephone Number: 601-916-5471 Fax Number: 601-799-0480</p>	
<p>*Email: vernon@dunganeng.com</p>	

REGULAR MEETING DECEMBER 15, 2015

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424
*9. Type of Applicant 1: Select Applicant Type: C. City or Township Government Type of Applicant 2: Select Applicant Type: Type of Applicant 3: Select Applicant Type: *Other (Specify)
*10. Name of Federal Agency: Federal Aviation Administration
11. Catalog of Federal Domestic Assistance Number: 20.106 _____ CFDA Title: <u>Airport Improvement Program</u>
12. Funding Opportunity Number: _____ Title: _____
13. Competition Identification Number: _____ Title: _____
14. Areas Affected by Project (Cities, Counties, States, etc.): City of Picayune, Mississippi
*15. Descriptive Title of Applicant's Project: 1) Construction of New Taxiway to Connect Existing Aprons and 2) Construction of Reinforced Concrete Pad Next to Fuel Farm
Attach supporting documents as specified in agency instructions.

REGULAR MEETING DECEMBER 15, 2015

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: 4	*b. Program/Project: 4
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: 8/1/2016	*b. End Date: 12/31/2016
18. Estimated Funding (\$):	
*a. Federal	\$ 551,220.00
*b. Applicant	\$ 28,690.00
*c. State	\$ 28,690.00
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	\$ 608,600.00
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____. <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input type="checkbox"/> c. Program is not covered by E. O. 12372	
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001) <input checked="" type="checkbox"/> ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: _____	*First Name: Ed _____
Middle Name: _____	
*Last Name: Pinero	
Suffix: Jr.	
*Title: Mayor	
*Telephone Number: 601-799-9770	Fax Number:
* Email: ahinton@picayune.ms.us	
*Signature of Authorized Representative: <i>Ed Pinero</i>	*Date Signed:

Project Justification

Project: FY 2016 AIP Projects
Airport Location: City of Picayune, Mississippi
Airport Name: Picayune Municipal Airport

Construction of New Taxiway Connecting Existing Aprons

The new proposed taxiway (FY 2015 AIP Project – Design Phase) will connect the existing public apron with the apron currently leased by Chevron, Inc. The new taxiway will provide a safe travel path for airplanes and helicopters to travel to the runway without having to taxi by fixed base operations. Providing an alternate route also reduces the amount of foreign object debris that will be directed into open hangars and tied-down aircraft. In addition to providing another route to the runway, the taxiway will also stimulate development within the areas surrounded by the existing aprons and new taxiways.

Fuel Farm Reinforced Concrete Pad

The surface adjacent to the Fuel Farm is currently a hot mix asphalt pavement. Several areas around the fuel farm have deteriorated due to minor fuel spills/leaks and heavy static loads during refueling cycles. Typically surfaces next to fuel farms are concrete so that such deteriorations (rutting/stripping of the asphalt) will not occur. Replacing the surface with reinforced concrete will prevent any rutting or foreign object debris from occurring.



Preliminary Engineering Cost Estimate

Construction of New Taxiway and Fuel Farm Reinforced Concrete Pad

Picayune, Mississippi

December 10, 2015

<i>New Taxiway Connecting Existing Aprons</i>	
New Taxiway Construction	\$ 500,000.00
Construction Phase Engineering for Taxiway	\$ 39,000.00
Total Estimated for Construction of Taxiway:	\$ 539,000.00
Fuel Farm Reinforced Concrete Pad	\$ 60,000.00
Design Phase/Construction Phase Engineering for Fuel Farm Reinforced Concrete Pad	\$ 9,600.00
Total Estimated for Fuel Farm Reinforced Concrete Pad:	\$ 69,600.00



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.

AUTHORIZE OUT OF STATE TRAVEL FOR FIRE CHIEF KEITH BROWN

Motion was made by Council Member Breland, seconded by Council Member Valente to authorize out of state travel for Fire Chief Keith Brown to Charleston, SC, January 4-6, 2016 for the purpose of attending a "Southeast Association of Fire Chief's board meeting at no cost to the City.

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.

ACCEPT TRANSFER OF FIVE (5) OUTDOOR WARNING SYSTEMS FROM THE PEARL RIVER COUNTY BOARD OF SUPERVISORS

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept transfer of five (5) outdoor warning systems from the Pearl River County Board of Supervisors to the City of Picayune.

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 ADJOURN

Motion was made by Council Member Breland, seconded by Council Member Valente to adjourn.

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

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk