

**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, February 7, 2017, 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 and 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 Reverend John Goss, followed by the Pledge of Allegiance led by Mayor Ed Pinero.

AT THIS TIME THE MAYOR BROUGHT AWARENESS ABOUT A BIRTH DEFECT CALLED OMPHALOCELE AS PART OF BIRTH DEFECT AWARENESS MONTH. HE RECOGNIZED THAT JANUARY 31, 2017 WAS THE 6TH INTERNATIONAL OMPHALOCELE AWARENESS DAY IN MISSISSIPPI

OMPHALOCELE AWARENESS

WHEREAS: January 31st marked the 6th International Exomphalos/Omphalocele Awareness Days. As part of Birth Defect Awareness Month. Omphalocele Awareness Day was first celebrated on January 31, 2012, and

WHEREAS: An omphalocele is a birth defect that occurs in pregnancy, in which the abdominal wall does not close properly, and some or most of the abdominal organs protrude into the umbilical cord. It is estimated that a smaller omphalocele occurs in 1 of every 5,000 pregnancies, and a large or giant omphalocele occurs in 1 of every 10,000. This is typically diagnosed through and ultrasound. An omphalocele may be isolated, or may be associated with other defects and/or chromosomal abnormalities; and

WHEREAS: Despite the challenges a baby born with an omphalocele may face, there is so much hope for them. The Omphalocele Community has a goal to share with parents and members of the medical community, information and support that will give these special babies the best chance possible. Many babies who were born with omphalocele have survived and gone on to live happy, healthy lives and;

WHEREAS: To spread omphalocele awareness, wear black and white, the colors of the Moo's, Mothers of Omphaloces, to show support on January 31st.

NOW, THEREFORE, The Mayor and City Council of the City of Picayune extends the recognition that January 31, 2017 was the 6th International Omphalocele Awareness Day in Mississippi.

Signed the 7th day of February, 2017.

Ed Pinero, Mayor

ORDER TO APPROVE MINUTES

Motion was made by Council Member Bumpers, seconded by Council Member Stevens to approve the Minutes for the City of Picayune dated January 17, 2017.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT

Motion was made by Council Member Bumpers, seconded by Council Member Stevens to acknowledge receipt of monthly budget report for the month of January 2017.

**AF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 1/31/2017**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
351-000-341.01-000-000 RENT T-HANGARS	107,000	3,625	73,375	35,667	37,708	69
351-000-341.02-000-000 GROUND LEASES	12,480	0	6,900	4,160	2,740	55
351-000-374.00-000-000 FUEL SALES	3,500	222	1,344	1,167	177	38
351-350-400.92-000-000 USDOT-FAA-MDOT GRANT #92	512,050	0	0	170,663	(170,663)	0
Total Revenues	635,030	3,847	81,619	211,677	(130,056)	13
Expenditures						
Airport Expenses						
PERSONNEL	56,633	6,480	19,413	18,878	(535)	34
SUPPLIES	7,550	5,654	6,949	3,350	(3,599)	92
OUTSIDE SERVICES	58,641	3,806	30,124	19,546	(10,578)	51
Total Airport Expenses	122,824	15,940	56,486	41,774	(14,712)	46
Total Expenditures	122,824	15,940	56,486	41,774	(14,712)	46
Excess Revenue Over (Under) Expenditures	512,206	(12,093)	25,133	169,903	(115,346)	5

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**CF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 1/31/2017**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
406-000-211.00-000-000 RECORDING FEES	0	(36)	(219)	0	(219)	0
406-000-340.00-000-000 INTEREST INCOME	200	0	120	67	53	60
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	82,552	6,879	27,192	27,517	(325)	33
406-000-392.00-000-000 SALE OF LOTS	20,000	1,130	(116)	6,667	(6,783)	(1)
Total Revenues	102,752	7,973	26,977	34,251	(7,274)	26
Expenditures						
Cemetery Expenses						
PERSONNEL	87,532	15,499	34,628	29,177	(5,451)	40
SUPPLIES	8,970	617	1,271	2,990	1,719	14
OUTSIDE SERVICES	7,615	492	4,447	2,538	(1,909)	58
CAPITAL OUTLAY	5,000	0	0	1,667	1,667	0
Total Cemetery Expenses	109,117	16,608	40,346	36,372	(3,974)	37
Total Expenditures	109,117	16,608	40,346	36,372	(3,974)	37
Excess Revenue Over (Under) Expenditures	(6,365)	(8,635)	(13,369)	(2,121)	(3,300)	(210)

**ED Statement of Activity - MTD and YTD with Budget
City of Picayune
For 1/31/2017**

Run: 2/03/2017 at 8:42 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
110-043-340.00-000-000 INTEREST INCOME	1,400	0	405	467	(62)	29
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	1,252	5,036	0	5,036	0
110-043-341.00-000-000 RENT	67,875	0	0	22,625	(22,625)	0
110-402-260.00-000-000 SALES TAX-TOURISM	450,000	0	113,671	150,000	(36,329)	25
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,900	80	1,185	833	352	47
110-402-314.03-000-000 PARK FIELD RENTAL FEES	5,000	0	0	1,667	(1,667)	0
110-402-314.08-000-000 PARK GATE ENTRANCE FEES	10,000	0	0	3,333	(3,333)	0
110-402-340.00-000-000 INTEREST INCOME-TOURISM	250	0	176	83	93	71
110-402-346.00-000-000 DONATIONS	0	0	1,000	0	1,000	0
110-402-380.00-000-000 TRANSFER FROM OTHER FUNDS	92,700	0	0	30,900	(30,900)	0
Total Revenues	629,725	1,332	121,473	209,908	(88,435)	19
Expenditures						
Sale of Lots Expenses						
OUTSIDE SERVICES	5,000	380	1,520	1,667	147	30
Total Sale of Lots Expenses	5,000	380	1,520	1,667	147	30
Recreation Expenses						
PERSONNEL	151,433	17,210	51,973	50,478	(1,495)	34
SUPPLIES	55,346	6,872	35,314	18,014	(17,300)	64
OUTSIDE SERVICES	137,950	6,909	41,465	48,018	6,553	30
Total Recreation Expenses	344,729	30,991	128,752	116,510	(12,242)	37
Retirement Development Expenses						
Total Expenditures	349,729	31,371	130,272	118,177	(12,095)	37
Excess Revenue Over (Under) Expenditures	279,996	(30,039)	(8,799)	91,731	(76,340)	(3)

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GF Statement of Activity - MTD and YTD with Budget
 City of Picayune
 For 1/31/2017

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
001-000-200.00-000-000 AD VALOREM TAXES-CURRENT	1,348,374	454,632	535,724	449,458	86,266	40
001-000-201.00-000-000 AUTO AND MOBILE HOME	224,373	18,639	66,605	74,791	(8,186)	30
001-000-202.00-000-000 PERSONAL TAXES	434,253	29,738	75,368	144,751	(69,383)	17
001-000-203.00-000-000 AD VALOREM-DELINQUENT	1,000	0	0	333	(333)	0
001-000-210.00-000-000 PENALTIES & INTEREST	25,000	573	3,512	8,333	(4,821)	14
001-000-211.00-000-000 OTHER FEES	0	0	75	0	75	0
001-000-214.00-000-000 TAX COLLECTION COSTS	69,000	17,724	22,733	23,000	(267)	33
001-000-220.00-000-000 PRIVILEGE LICENSES	37,654	396	3,145	12,551	(9,406)	8
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	6,075	0	900	2,025	(1,125)	15
001-000-221.00-000-000 BRANCHISE CHARGES-UTILITIES	601,886	25,470	198,270	200,629	(2,359)	33
001-000-222.00-000-000 BUILDING PERMITS	46,800	5,929	27,843	15,600	12,243	59
001-000-224.00-000-000 LOT CLEAN UP	20,000	5,689	8,423	6,667	1,756	42
001-000-227.00-000-000 INSPECTION FEES	9,000	1,500	8,450	3,000	5,450	94
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	9,167	(9,167)	0
001-000-250.00-000-000 MUNICIPAL-STATE AID	11,900	0	5,425	3,967	1,458	46
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	166,037	0	0	55,346	(55,346)	0
001-000-260.00-000-000 GENERAL SALES TAX	4,680,146	1,489	1,171,320	1,580,049	(388,729)	25
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR LTD	67,945	0	0	22,648	(22,648)	0
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	20,825	5,608	7,179	6,942	237	34
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,831	0	0	610	(610)	0
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	15,000	0	900	5,000	(4,100)	6
001-000-271.00-000-000 ROAD & BRIDGE TAXES	220,000	62,460	80,268	73,333	6,935	36
001-000-276.00-000-000 SCHOOL PATROL	148,696	0	111,522	49,565	61,957	75
001-000-289.00-000-000 MUN COURT WARRANT OFFICER	0	0	271	0	271	0
001-000-330.00-000-000 COURT FINES & FEES	258,600	0	45,840	86,200	(40,360)	18
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	0	5,697	7,500	(1,803)	25
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	1,450	47	159	483	(324)	11
001-000-336.05-000-000 COLLECTION FEE	1,817	0	175	606	(431)	10
001-000-340.00-000-000 MUNICIPAL COURT EVIDENCE	0	0	190	0	190	0
001-000-340.00-000-000 INTEREST EARNED	15,000	666	4,989	5,000	(11)	33
001-000-346.01-000-000 WALMART GRANT TO FIRE DEPT	1,250	1,250	1,250	1,250	0	100
001-000-346.10-000-000 SUMMER YOUTH CAMP DONATION	0	0	300	0	300	0
001-000-355.00-000-000 MISCELLANEOUS INCOME	375,000	345	28,294	125,000	(96,706)	8
001-000-380.03-000-000 TRANSFER FROM UTILITY FUND	45,000	0	0	15,000	(15,000)	0
001-350-400.72-000-000 MDOT FEDERAL SURFACE TRANS	0	0	1,451	0	1,451	0
001-350-400.85-000-000 LOWER PEARL RIVER VALLEY GRANT 85	100,000	0	0	33,333	(33,333)	0
001-350-400.86-000-000 MDOT CROSSBY COMMONS	510,000	0	0	170,000	(170,000)	0
001-350-400.89-000-000 MDOT YOUTH GRANT FY 2016	34,200	0	0	11,400	(11,400)	0
001-350-400.91-000-000 DEPT OF PUBLIC SAFETY VAWA FY 2016-2017	40,457	0	7,154	13,486	(6,332)	18
Total Revenues	9,588,569	632,155	2,423,432	3,197,023	(773,591)	25
Expenditures						
Municipal Council Expenses						

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 1/31/2017**

Run: 2/03/2017 at 8:42 AM

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
PERSONNEL	66,762	7,589	22,771	22,254	(517)	34
SUPPLIES	1,500	0	157	500	343	10
OUTSIDE SERVICES	35,000	1,811	5,807	11,667	5,860	17
Total Municipal Council Expenses	103,262	9,400	28,735	34,421	5,686	28
Municipal Court Expenses						
PERSONNEL	262,138	31,255	97,244	87,380	(9,864)	37
SUPPLIES	4,150	409	1,099	1,383	284	26
OUTSIDE SERVICES	79,805	3,907	20,156	26,603	6,447	25
Total Municipal Court Expenses	346,093	35,571	118,499	115,366	(3,133)	34
City Attorney Expenses						
PERSONNEL	20,303	2,401	7,213	6,768	(445)	36
OUTSIDE SERVICES	20,000	830	2,469	6,667	4,198	12
Total City Attorney Expenses	40,303	3,231	9,682	13,435	3,753	24
City Manager Expenses						
PERSONNEL	104,368	12,115	36,297	34,790	(1,507)	35
SUPPLIES	6,000	606	1,274	2,001	727	21
OUTSIDE SERVICES	15,300	761	5,842	5,101	(741)	38
Total City Manager Expenses	125,668	13,482	43,413	41,892	(1,521)	35
General Services Expenses						
PERSONNEL	18,567	2,126	6,369	6,189	(180)	34
SUPPLIES	7,700	212	3,012	2,567	(445)	39
OUTSIDE SERVICES	177,000	3,751	120,817	59,000	(61,817)	68
Total General Services Expenses	203,267	6,089	130,198	67,756	(62,442)	64
Financial Expenses						
PERSONNEL	150,488	17,340	51,633	50,162	(1,471)	34
SUPPLIES	7,500	120	1,588	2,500	912	21
OUTSIDE SERVICES	62,500	15,709	23,105	20,894	(2,271)	37
Total Financial Expenses	220,488	33,169	76,326	73,496	(2,830)	35
Grant Expenses						
PERSONNEL	21,687	2,586	7,824	7,230	(594)	36
SUPPLIES	1,500	0	189	500	311	13
OUTSIDE SERVICES	10,100	69	1,758	3,367	1,609	17
Total Grant Expenses	33,287	2,655	9,771	11,097	1,326	29
Code Enforcement Expenses						
PERSONNEL	164,800	19,658	58,314	54,994	(3,380)	35
SUPPLIES	5,000	392	1,363	1,666	283	28
OUTSIDE SERVICES	72,000	1,222	6,936	24,000	17,064	10
Total Code Enforcement Expenses	241,800	21,272	66,633	80,600	13,967	28
Police Administration Expenses						
PERSONNEL	137,174	15,818	47,521	45,724	(1,797)	35
SUPPLIES	7,500	572	1,867	2,500	633	25
OUTSIDE SERVICES	62,135	2,686	13,447	20,711	7,264	22

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 1/31/2017**

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	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
CAPITAL OUTLAY						
Total Police Administration Expenses	39,412	0	39,537	39,412	(125)	100
Patrol & Investigations Expenses						
PERSONNEL	1,502,788	183,898	521,339	500,930	(20,409)	35
SUPPLIES	107,150	10,074	28,688	35,717	7,029	27
OUTSIDE SERVICES	124,600	7,254	40,835	41,534	699	33
Total Patrol & Investigations Expenses	1,734,538	201,226	590,862	578,181	(12,681)	34
Domestic Violence Grant Expenses						
Custody of Prisoners Expenses						
PERSONNEL	195,000	20,105	57,935	64,999	7,064	30
SUPPLIES	61,500	4,332	10,535	20,499	9,964	17
OUTSIDE SERVICES	22,500	106	566	7,500	6,934	3
Total Custody of Prisoners Expenses	279,000	24,543	69,036	92,998	23,962	25
Alcohol Countermeasures Grant Expenses						
Records & Communications Expenses						
PERSONNEL	399,272	41,368	116,159	133,090	16,931	29
SUPPLIES	6,500	250	298	2,166	1,868	5
OUTSIDE SERVICES	19,300	0	8,446	6,433	(2,013)	44
Total Records & Communications Expenses	425,072	41,618	124,903	141,689	16,786	29
School Patrol Expenses						
PERSONNEL	175,169	21,339	72,257	58,391	(13,866)	41
SUPPLIES	6,000	635	1,818	2,000	182	30
OUTSIDE SERVICES	3,750	279	997	1,250	253	27
Total School Patrol Expenses	184,919	22,253	75,072	61,641	(13,431)	41
Animal Control Expenses						
PERSONNEL	34,780	4,409	13,138	11,594	(1,544)	38
SUPPLIES	2,800	0	811	933	122	29
OUTSIDE SERVICES	42,150	3,425	13,700	14,050	350	33
Total Animal Control Expenses	79,730	7,834	27,649	26,577	(1,072)	35
Fire Department Expenses						
PERSONNEL	2,081,136	251,197	725,992	693,712	(32,280)	35
SUPPLIES	55,850	2,493	9,519	19,450	9,931	17
OUTSIDE SERVICES	118,827	34,281	34,281	48,861	14,580	29
Total Fire Department Expenses	2,255,813	258,721	769,792	762,023	(7,769)	34
Streets & Drainage Expenses						
PERSONNEL	348,219	40,337	119,399	116,072	(3,327)	34
SUPPLIES	169,609	11,603	36,920	56,537	19,617	22
OUTSIDE SERVICES	396,210	25,877	119,660	135,736	16,076	30
CAPITAL OUTLAY	534,800	19,919	285,667	183,467	(102,200)	53
Total Streets & Drainage Expenses	1,448,838	97,736	561,646	491,812	(69,834)	39

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 1/31/2017**

Run: 2/03/2017 at 8:42 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Grounds & Beautification Expenses						
PERSONNEL	375,062	42,835	133,663	125,021	(8,642)	36
SUPPLIES	84,345	5,940	17,428	28,116	10,688	21
OUTSIDE SERVICES	25,129	1,312	10,898	8,376	(2,522)	43
Total Grounds & Beautification Expenses	484,536	50,087	161,989	161,513	(476)	33
Equipment Maintenance Expenses						
PERSONNEL	49,328	6,023	17,340	16,443	(897)	35
SUPPLIES	14,110	125	687	4,703	4,016	5
OUTSIDE SERVICES	11,587	606	2,621	3,862	1,241	23
Total Equipment Maintenance Expenses	75,025	6,754	20,648	25,008	4,360	28
Transfers Expenses						
OUTSIDE SERVICES	567,565	145,566	187,869	189,188	1,319	33
Total Transfers Expenses	567,565	145,566	187,869	189,188	1,319	33
Aid to Other Govts Expenses						
OUTSIDE SERVICES	20,480	1,607	6,427	6,827	400	31
Total Aid to Other Govts Expenses	20,480	1,607	6,427	6,827	400	31
Total Expenditures	9,115,905	1,001,890	3,181,522	3,083,867	(97,655)	35
Excess Revenue Over (Under) Expenditures	472,664	(369,735)	(758,090)	113,156	(675,936)	(160)

**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 1/31/2017**

Run: 2/03/2017 at 8:43 AM

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
405-000-340.00-000-000 INTEREST INCOME	8,500	0	2,164	2,833	(669)	25
405-000-340.04-000-000 2013 REVENUE BOND INTEREST EARNED	1,000	0	696	333	363	70
405-000-351.02-000-000 MISC.TAP INCOME	20,000	850	3,850	6,667	(2,817)	19
405-000-352.00-000-000 PRCUA BILLING/AMR PAYMENTS	54,000	4,643	18,581	18,000	581	34
405-000-355.00-000-000 MISC INCOME	78,000	7,050	24,917	26,000	(1,083)	32
405-000-355.01-000-000 MISC INCOME BAGS	4,000	192	1,120	1,333	(213)	28
405-000-360.01-000-000 METERED SALES WATER	2,002,454	160,599	667,151	667,485	(334)	33
405-000-360.02-000-000 METERED SALES GAS	2,312,000	224,955	915,074	770,667	144,407	40
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	2,000	200	565	667	(102)	28
405-000-364.00-000-000 UTILITY LATE CHARGES	145,000	13,391	53,533	48,333	5,200	37
405-000-365.00-000-000 GARBAGE REVENUE	1,017,388	88,932	354,952	339,129	15,823	35
405-000-393.02-000-000 SALE OF EQUIPMENT & MACHINERY	0	0	650	0	650	0
405-350-400.88-000-000 MS DEV AUTH- CDBG - WATER DISS IMP	472,000	46,000	151,900	157,333	(5,433)	32
Total Revenues	6,116,342	546,812	2,195,153	2,038,780	156,373	36
Expenditures						
Intrafund Transfers Expenses						
TRANSFERS	45,000	0	0	15,000	15,000	0
Total Intrafund Transfers Expenses	45,000	0	0	15,000	15,000	0
Utility Administration Expenses						
PERSONNEL	643,489	76,085	220,085	214,497	(5,588)	34
SUPPLIES	29,000	3,765	8,161	9,667	1,506	28
OUTSIDE SERVICES	185,720	20,799	78,529	61,907	(16,622)	42
Total Utility Administration Expenses	858,209	100,649	306,775	286,071	(20,704)	36
Director of Public Works Expenses						
PERSONNEL	175,763	20,579	61,214	58,588	(2,626)	35
SUPPLIES	19,679	388	1,302	6,559	5,257	7
OUTSIDE SERVICES	64,074	1,954	11,511	21,358	9,847	18
CAPITAL OUTLAY	6,325	0	6,325	6,325	0	100
Total Director of Public Works Expenses	265,841	22,921	80,352	92,830	12,478	30
Water Regulations Expenses						
PERSONNEL	46,281	5,774	17,383	15,428	(1,955)	38
SUPPLIES	40,022	2,002	8,519	4,823	4,823	21
OUTSIDE SERVICES	6,910	89	408	2,304	1,896	6
Total Water Regulations Expenses	93,213	7,865	26,310	31,074	4,764	28
Well and Pump Maintenance Expenses						
SUPPLIES	17,400	663	3,799	5,800	2,001	22
OUTSIDE SERVICES	88,403	42,829	20,077	29,468	9,391	23

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UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 1/31/2017

Run: 2/03/2017 at 8:43 AM

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Total Well and Pump Maintenance Expenses	105,803	43,492	23,876	35,268	11,392	23
Sewer Construction Expenses						
Utility Construction Expenses						
PERSONNEL	213,728	21,307	70,148	71,243	1,095	33
SUPPLIES	44,606	2,024	10,138	14,869	4,731	23
OUTSIDE SERVICES	26,830	87	9,500	8,942	(558)	35
Total Utility Construction Expenses	285,164	23,418	89,786	95,054	5,268	31
Water Operations Expenses						
PERSONNEL	214,341	28,872	82,717	71,447	(11,270)	39
SUPPLIES	144,317	8,379	55,628	48,106	(7,522)	39
OUTSIDE SERVICES	24,550	2,790	9,493	8,183	(1,310)	39
CAPITAL OUTLAY	4,195,000	0	0	1,398,334	1,398,334	0
Total Water Operations Expenses	4,578,208	40,041	147,838	1,526,070	1,378,232	3
Gas Operations Expenses						
PERSONNEL	266,555	26,461	80,014	88,852	8,838	30
SUPPLIES	1,430,772	184,215	533,194	476,923	(56,271)	37
OUTSIDE SERVICES	77,360	1,528	24,547	25,786	1,239	32
CAPITAL OUTLAY	639,064	41,600	321,736	213,021	(108,715)	50
Total Gas Operations Expenses	2,413,751	253,804	959,491	804,582	(154,909)	40
Garbage Expenses						
GARBAGE EXPENSES	880,000	78,737	315,404	293,333	(22,071)	36
Total Garbage Expenses	880,000	78,737	315,404	293,333	(22,071)	36
Loan Interest Expenses						
INTEREST EXPENSE	112,798	3,350	16,500	37,599	21,099	15
Total Loan Interest Expenses	112,798	3,350	16,500	37,599	21,099	15
Total Expenditures	9,637,987	574,277	1,966,332	3,216,881	1,250,549	20
Excess Revenue Over (Under) Expenditures	(3,521,645)	(27,465)	228,821	(1,178,101)	(1,094,176)	7

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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.

AUTHORIZE MAYOR'S SIGNATURE ON QUITCLAIM DEED

Motion was made by Council Member Bumpers, seconded by Council Member Stevens to authorize Mayor's signature on quitclaim deed for back taxes in the name of Ronnie Mitchell that matured 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.

ORDER TO APPROVE DOCKET

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to approve the docket for February 7, 2017 in the amount of \$ 798,127.47

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 MAYOR'S SIGNATURE ON 2017 MEMORANDUM OF AGREEMENT
WITH MAIN STREET PROGRAM**

Motion was made by Council Member Gouguet, seconded by Council Member Valente to authorize Mayor's signature on 2017 Memorandum of Agreement for continuation in the Mississippi Main Street Association Main Street Program.

REGULAR MEETING FEBRUARY 7, 2017

Please submit the initialed and signed 2017 Memorandum of Agreement, dues payment for 2017, and all required additional materials by JANUARY 31, 2017 to Mississippi Main Street Association, P.O. Box 55747, Jackson, MS 39296.



**2017 MEMORANDUM OF AGREEMENT
FOR CONTINUATION
IN THE MISSISSIPPI MAIN STREET ASSOCIATION
MAIN STREET PROGRAM**

This agreement is entered into and executed by the Mississippi Main Street Association (MMSA) and the *City of Picayune* and sponsoring organization *Picayune Main Street, Inc.*

This agreement is for the purpose of continued participation in the Mississippi Main Street Program. MMSA is under contract with the Mississippi Development Authority to administer the Main Street Program and to provide technical assistance and training to selected communities. The parties agree to the following:

Section I: MMSA Agrees To:

1. Designate an MMSA team member to be the point of contact for the local program director. This team member will be available to answer questions, provide collateral materials, review and approve monthly reports and conduct basic ongoing training for the certified main street program.
2. Provide at least one annual Main Street Four Point Approach™ 101 training open to all program directors, local board members, local committee members and local government representatives from the Main Street communities. MMSA will provide all necessary materials related to training.
3. Provide regional training and meeting opportunities for local program directors.
4. Hold an annual program directors' retreat.
5. Provide an on-site work session, as requested by the local program director, for development of goals, objectives and guidance with the local program's annual work plan.
6. MMSA will also provide guidelines, updates and other materials designed to assist in the ongoing educational process.
7. Provide quarterly regional trainings, workshops or conferences to further develop and refine the skills of the program director and local participants. (Each local program is required to send a representative to at least three of these trainings per year.) The National Main Street Conference, Back Stage Pass, and the Destination Downtown Conference both qualify as "official training."
8. Provide one on-site technical visit and other technical services as requested by the local program director. A technical assistance form must be filled out and sent to the Director of Field Services. At that point, the request will be put in the queue and will be considered in the order of other pending requests. Matching funds from the local program may be

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REGULAR MEETING FEBRUARY 7, 2017

required. Technical services may include, but are not limited to: design services (design renderings, design guidance, assistance with design guidelines or ordinances, historic preservation, tax credits, etc.), market analysis, new director training, communications & marketing assistance, retail training or assistance, festival development or evaluation, small event development or evaluation, volunteer training, budget development, economic development projects, and business recruitment, retention & expansion assistance.

9. Facilitate and promote ongoing media coverage of the Mississippi Main Street Program and its individual local programs.
10. Provide and grant each certified Main Street program use of the official MMSA Community logo and other promotional materials with the Mississippi Main Street Association branding.
11. Conduct periodic on-site evaluations of each program's progress as needed or requested by local program director.
12. Provide all member programs with regular updates on industry news, grant opportunities and information from our partner organizations.
13. Provide legislative education and advocacy for our member programs on the local, state and national level.
14. Approve and monitor requested data from monthly reports submitted by local program in a timely manner.
15. Provide an Annual Awards application where the local program may submit nominations and be judged by an impartial jury of professionals with the opportunity of winning and being recognized at the Annual Awards Luncheon in June.

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

- ___ 1. Continue to employ a Director/Program Coordinator who will be responsible for the day-to-day administration of the Main Street Program.
- ___ 2. Expend funds and in-kind services for maintaining an office with the necessary travel and operating budget for the local director to attend meetings, state trainings and other events as needed.
- ___ 4. Continue to implement the Four Point Approach™ methodology recommended by the National Main Street Center and the Mississippi Main Street Association, including development of an annual written Work Plan for the local Main Street Program and the establishment of a strong, broad-based organizational system to include projects (with a designated chairperson and task team) with transformational strategies in organization, promotion, design and economic vitality.
- ___ 5. File all applicable IRS forms in accordance with state and federal taxation laws. Programs may be required to register as a Mississippi charitable organization with the Mississippi Secretary of State's office.
- ___ 6. Provide information and reporting for monitoring the progress of the Main Street Program, submit regular monthly reports using online format provided by MMSA, and provide other information requested by MMSA on or before the identified deadlines.
- ___ 7. Send the local program director (or *another representative) to three MMSA trainings per year. The community shall be responsible for the director's travel costs and expenses associated with these meetings. *If the director cannot attend, another program representative should attend to represent the community.

REGULAR MEETING FEBRUARY 7, 2017

Important: MMSA allows for training substitutions when necessary. The approved substitutions for a missed training are: MEDC Annual Meeting or MEDC Winter Conference, MHT Annual Meeting, MDAH Preservation Boot Camp and the National Main Street Conference. It is the director's responsibility to email confirmation to MMSA that an approved substitute training was attended.

___ 8. Fill out the MMSA technical assistance form when requesting a service. The Director of Field Services will take into consideration: if the local Main Street program is certified and in good standing with the current MOA, if necessary funds are available or whether a match from the local program is required, and consider when the request arrives in consideration of prior requests from other local programs.

___ 9. Maintain an active membership and current fee-paid status in the Mississippi Main Street Association, participating at the Main Street Program membership level.

___ 10. Make best effort to include the MMSA logo on printed and electronic materials (website, newsletters, Facebook, etc.).

___ 11. Be a Network Member, in good standing, of the National Main Street Center.

___ 12. Maintain broad-based public and private sector community support for the local program.

___ 13. Provide the MMSA Director of Training & Information Services news of your local program's endeavors, accomplishments and events in order that MMSA may promote them in all of our mediums.

Section III: MMSA and The Community jointly agree that:

1. The term of this agreement shall be for one calendar year, beginning on January 1, 2017 and ending on December 31, 2017. It may be extended or revised by both parties.

2. If funds anticipated for continued fulfillment are, at any time, not forthcoming or insufficient for continuation of the contractual agreement, then either party shall have the right to amend or terminate this agreement without penalty by giving not less than sixty (60) days written notice to the other party.

3. Should a local Main Street program fail to comply with the provisions of this annual Memorandum of Agreement (MOA), the Main Street State Board of Directors may choose to have the Executive Director send that program a written initial warning. At that time the local program will be placed on probationary status and ineligible for any services from MMSA until the program is compliant. The probation period will be extended for up to one year.

4. Should a program find itself on probation, MMSA will help the community draft a plan to regain their certification as a designated Main Street community, if the community so desires. If the local program fails to comply with the provisions of the annual MOA within the one-year probation period, the program will be de-certified from MMSA with an official written letter from the Executive Director on behalf of the MMSA Board. At that point, the community would have to start a new application process if they wish to rejoin the association.

5. They shall jointly hold each other harmless for any activities of the other including but not limited to general liability, automobile liability, worker's compensation and employer's liability.

Witness whereof, the parties have executed this agreement.

By: Edward Pineda Picayune MS 39466
MAYOR COMMUNITY

LOCAL BOARD PRESIDENT/CHAIRPERSON Picayune MS 39466

Name (printed): Bill Edwards Bill Edwards

Bill Edwards Date signed: _____
SPONSORING ORGANIZATION

BY: _____ Date: _____
Suzanne Smith, MMSA Board President

Required Attachments and Enclosures

The following documents must be attached to this signed and completed Memorandum of Agreement and submitted to MMSA by the January 31, 2017 deadline:

- _____ 1. Payment of 2017 MMSA dues. The invoice is emailed to the program Director on record.
- _____ 2. A copy of the community's current Main Street Program Budget
- _____ 3. A copy of the community's Program of Work for 2017
- _____ 4. A complete list of local board members, including names and email addresses
- _____ 5. A copy of the most recent downtown district boundary map

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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.

MOTION TO ACCEPT TWO-YEAR DEPOSITORY BIDS FOR THE KEEPING OF PUBLIC FUNDS

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to accept two-year depository participation bids from Hancock Bank and First National Bank, BankPlus and The First for the keeping of public funds.

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 DONATION FROM SPLASH PAD COMMITTEE

Motion was made by Council Member Breland, seconded by Council Member Stevens to accept donation from Splash Pad Committee of \$500 to be used for splash pad related needs.

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 TO ENTER INTO A UTILITY INSTALLATION AGREEMENT
WITH HPS, LLC**

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve request to enter into a Utility Installation Agreement with HPS, LLC for natural gas services at 815 N Beech St.

UTILITY INSTALLATION AGREEMENT

FOR:

HPS LLC 128 Huey Stockstill Rd.
Picayune, Ms
601-798-1665

This agreement grants authority to the client, Huey Stockstill Jr. to make the necessary tap to the City gas main and install the service line in order to provide natural gas services to the new asphalt plant located at 815 North Beech St., Picayune, Ms.

Scope of Work is as follows:

The entire service installation to include hot tapping, isolation valve, service line, meter set riser, and meter set for gas services from the City's right of way, until it reaches the southeast corner of the facility, shall be the responsibility of the client. The City of Picayune will provide oversight of the installation described above and only for the area specified between the gas main on North Beech and the southeast corner of the client's facility.

Specifications:

The new gas line shall be located on the north edge of the entrance road to the facility. It shall be 6" HDPE and shall have fused connections.

The meter set shall be located in the southeast corner of the facility at the end of the entrance road, as specified by City of Picayune gas department. The City shall be granted full time access to the meter set location and shall be secured with City locking devices.

The meter set shall be built in accordance with drawing number MFB, dated 01-03-17, provide by M. T. Deason and approved by City of Picayune.

Qualified Personnel

Only contractors that are OQ3 Certified and authorized by the City of Picayune, will be allowed to perform work on the City's gas main or perform any of the installation work described above.

Ownership

The client owns the service line, connections and meter set until such time the installation is deemed complete and in operation by City of Picayune personnel. At this time the City of Picayune assumes ownership and all repair and/or replacement responsibilities of the service line, from the gas main on North Beech up to the customer side of the meter set.

Liabilities

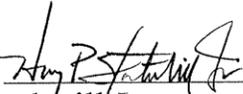
By signing this Utility Installation Agreement, the client agrees to all liabilities associated with the installation of the service line and its connections from the gas main on North Beech to the customer side of the meter set, until such time it is deemed operational by City of Picayune personnel.

Utility Easement

The client agrees to convey a 15' utility easement to the City, on the northern edge of the entrance road to the facility. The easement begins at the northern edge of the asphalt and runs northward 15 feet, then begins at the western edge of the asphalt of North Beech street and runs westward approx. 360 feet to the end of existing asphalt at the western end of the entrance road.

Option 1

City of Picayune pays for the complete meter set and is refunded in either (one lump sum), or over a 90 day period of time.

Agreed: 
Huey Stockstill Jr.
HPS ~~Inc.~~ LLC 
128 Huey Stockstill Road
Picayune, Ms.

Agreed: 
Eric Morris
Director of Public Works
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.

APPROVE CHANGE ORDER #2 FOR THE FORMER GEO RESOURCES AREA-GAS MAIN REPLACEMENT PROJECT

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to approve Change Order #2 for the Former GeoResources Area-Gas Main Replacement Project.

REGULAR MEETING FEBRUARY 7, 2017

Contract Change Order

OWNER: City of Picayune
 CONTRACTOR: T.L. Wallace Construction, Inc.
 DATE: February 2, 2017
 CHANGE ORDER #: 2
 PROJECT NAME: Former GeoResource Area - Gas Main Replacement Project

REASON FOR CHANGE: Add scope of work to add a 886' MDPB 4" directional bore under Hobolochitto Creek and hot tap the existing steel gas main on each side of the creek.

(You are hereby requested to comply with the following changes from the contract plans, specifications, and contract documents)

Item No.	Description of Change	Unit	Original Quantity	Adjusted Quantity	Unit Cost:	Total Contract Cost
02570-P	Hot Tap Existing Four (4) Inch Distribution Main	EA	4	6	\$ 3,895.00	\$ 7,790.00
CCO2 - #1	Hobolochitto Creek Bore	LF	0	886	\$ 33.81	\$ 29,955.66
This Contract Change:						\$ 37,745.66
Original Contract Amount:						\$ 483,746.25
Current Contract Amount:						\$ 492,116.25
Revised Contract Amount:						\$ 529,861.91
Current Completion Date:						1/25/2017
Time Extension Required By Change:						28
Revised Contract Completion Date:						2/22/2017

THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

Recommend By: T.L. Wallace 2/7/2017
 Engineer Date
 Accepted By: Joey Map 2/14/2017
 Contractor Date
 Approved By: Edward Pinero 2/7/2017
 Owner Date
 Approved By: _____
 Funding Agency Date

051760C101\documents\Contract Documents\Change Orders\CCO2-Former GeoResource Area - Gas Main Replacement Project.xls

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE OUT OF STATE TRAVEL FOR CPT. CONSTANCE MEYERS, DOMESTIC VIOLENCE INVESTIGATOR TO ATTEND A CONFERENCE IN ORLANDO, FL APRIL 18-20, 2017

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve out of state travel for Cpt. Constance Meyers, Domestic Violence Investigator, to attend the International Conference on Sexual Assault and Systems Change in Orlando, FL April 18-20, 2017.

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 OUT OF STATE TRAVEL FOR MAJOR CHAD DORN TO ATTEND A TWO DAY CLASS IN GONZALES, LA FEBRUARY 15-16, 2017

Motion was made by Council Member Breland, seconded by Council Member Valente to approve out of state travel for accreditations manager, Major Chad Dorn to attend a two day class in Gonzales, LA February 15-16, 2017.

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 CONTRACT WITH HATTAWAY ENGINEERING FOR A NEW FIRE STATION

REGULAR MEETING FEBRUARY 7, 2017

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve contract with Hattaway Engineering for the purpose of design and specification of a new fire station which will be located at 721 N. Beech St.

REGULAR MEETING FEBRUARY 7, 2017

HATTAWAY ENGINEERING INCORPORATED

PICAYUNE / CARRIERE / BAY ST. LOUIS

January 06, 2016

Mayor Ed Pinero, Jr.
City of Picayune
203 Goodyear Boulevard
Picayune, Mississippi 39466

RE: City of Picayune
New Fire Station
721 North Beech Street
Picayune, Mississippi 39466

Dear Mayor Pinero:

Thank you for allowing us the opportunity to assist you with this project. According to the laws set forth by the Mississippi State Board of Registration for Professional Engineers and Surveyors, we can only submit a cost estimate for providing professional services if we are selected for the work based on our qualifications. Therefore, we are submitting this not to exceed cost estimate portion of this proposal with the understanding that it is for budgetary estimate purposes only and is not being used for comparative pricing of the other professional firms. I have reviewed the engineering and surveying work required in connection with the above referenced. I am pleased to provide this letter of agreement for the following engineering services.

I. Design Phase

Hattaway Engineering Incorporated shall provide all engineering and surveying necessary for the development of the construction drawings, details, and specifications for a new Fire Station at 721 North Beech Street, Picayune, Mississippi 39573. Hattaway Engineering Incorporated shall prepare and furnish to the City of Picayune cost estimates of all work included in the completed drawings, specifications, and contract documents.

The purpose of this project is to construct a new fire station building, located at 721 North Beech Street, Picayune, Mississippi 39573. This structure is to be a pre-engineered metal building on slab, approximately 4000 square feet with parking lot and entrance driveway.

II. Construction Phase

Hattaway Engineering Incorporated will solicit bids and administer the construction contract for the various elements of work, in accordance with Mississippi's public bid laws. Hattaway Engineering Incorporated and Client representative will provide construction observation during all phases of the construction contract. These construction observations will be necessary to insure quality of work and to maintain detailed records of the quantities of materials used by the Contractor.

Hattaway Engineering Incorporated shall act in a general advisory and consulting capacity to the City 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 City in making all reports required by any State or Federal Agency relating to the project.

HATTAWAY ENGINEERING INCORPORATED
PICAYUNE / CARRIERE / BAY ST. LOUIS

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

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, the Engineer and Client representative shall determine the amounts owing to the Contractor and approve in writing payment to the Contractor in such amounts.

Conduct, in company with the City, 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.

Hattaway Engineering Incorporated shall not be responsible for the methods and means employed by the Contractor in the performance of the construction work. Further, Hathaway Engineering Incorporated 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 City concerning the compliance of the completed construction work with the contract documents.

III. **Additional Services**

When authorized in writing by the City, Hattaway Engineering Incorporated shall furnish and/or obtain from others additional services not otherwise specifically provided for in ITEM ONE, and TWO. 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 at a hourly rate of one hundred twenty dollars (\$120.00).

Prepare revisions of studies, reports, design documents, drawings, or specifications which have been previously approved by the City at a hourly rate of .one hundred, twenty dollars (\$120.00).

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 Hattaway Engineering Incorporated's established office working hours, or the Contractor's default due to delinquency or insolvency at a hourly rate of one hundred, twenty dollars (\$120.00).

IV. **Professional Fees**

Hattaway Engineering Incorporated proposes to provide all necessary engineering and drafting services, as outlined above, for a lump sum fee equal as outlined below:

• Design Phase	\$2,500.00	acceptance of agreement
•	\$2,500.00	plans ready for bidding
• Construction Phase	\$4,000.00	completion of building exterior
• Construction Phase	\$2,100.00	acceptance of building
• Total	\$11,100.00	

HATTAWAY ENGINEERING INCORPORATED
PICAYUNE / CARRIERE / BAY ST. LOUIS

V. **General Considerations**

Hattaway Engineering Incorporated / Picayune Fire Department's estimate of the construction cost is the opinion of the ENGINEER of the probable construction cost on the date of the estimate and is supplied as a guide only. Since Hattaway Engineering Incorporated has no control over the cost of labor and materials or over competitive bidding and market conditions, Hattaway Engineering Incorporated does not guarantee the accuracy of such opinion as compared to Contractor bids or actual cost to the City.

Hattaway Engineering Incorporated 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 City, then Hattaway Engineering Incorporated shall be paid their 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.

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

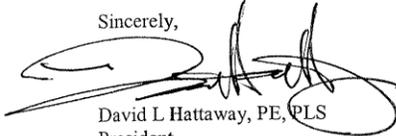
If the project is suspended for more than six months or abandoned in whole or in part, Hattaway Engineering Incorporated shall be paid his compensation for services performed prior to receipt of written notice from the City of such suspension or abandonment, together with reimbursable expenses then due, as described in ITEM 5, PROFESSIONAL FEES.

We would expect to start our services immediately after receipt of written confirmation you had accepted our proposal. We intend to perform this work in accordance with generally accepted engineering and surveying principles.

If you accept this proposal, please execute both copies of this Letter of Agreement and return one (1) to our office. This letter of agreement is subject to the attached twenty eight (28) "General Terms and Conditions".

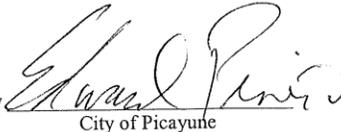
Thanks again for your consideration. We look forward to working with you on this project. If you have any questions or comments, please call me.

Sincerely,



David L. Hattaway, PE, PLS
President
Hattaway Engineering Incorporated
Enclosures

Accepted By



City of Picayune

REGULAR MEETING FEBRUARY 7, 2017

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 and clients representative (see section 6) shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts.

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 remove existing buildings, paving, utility lines including water, sewer, electrical, gas, trees, vegetation and other debris necessary to fill all voids to natural grade compacted to ninety five percent.

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.

4. **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 adaptation 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.
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.

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6. **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. In the event the Engineer causes delays in the production of the Contract Documents or otherwise causes unreasonable delays in the project that exceeds one year and which are no fault of the Client, the Client may terminate the Engineer's services and be released from its obligation to pay for the services rendered by Engineer and may seek reimbursement for any payments made.
7. **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.
8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amounts 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. **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.
10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **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 herin provided.
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. Reasonable 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. **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.
14. **Insurance and 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) on 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.

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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 negligence (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.

The Engineer shall maintain the following insurance for the duration of this Agreement and through the completion of the Project:

I. General Liability

Commercial general liability insurance (including products completed operations) naming the Client as an additional insured against any and all claims for bodily injury and property damage occurring in, or about the Project arising out of the Engineer's negligent acts. Such insurance shall have \$500,000 general aggregate limit per project. Such liability insurance shall be primary and not contributing to any insurance available to Client and Client's insurance shall be in excess thereto.

Certificates of insurance (certified copies of the policies may be required) acceptable to the Client shall be filed with the Client prior to commencement of work services and thereafter upon renewal or replacement of each required policy of insurance. The certificates required by this Section shall state that ten-days notice of cancellation due to non-payment of premium shall be given to the certificate holder. Insurers shall be licensed to do business in the state in which the Project is located and domiciled in the USA. A per project aggregate limit endorsement shall be provided for the commercial general liability insurance. The insured endorsements shall be provided with the certificate of insurance naming Client as additional insured for both ongoing operations with respect to any liability arising out of Engineer's operations and with respect to completed operations. The Engineer hereby agrees to maintain the insurance described in this section during active work services for the Project. If Engineer fails to furnish and maintain the insurance required by this paragraph, the Client may purchase such insurance on behalf of Engineer, and the Engineer shall pay the cost hereof to the Client upon demand and shall furnish the Client any information needed to obtain such insurance.

To the fullest extent permitted by law, the Engineer shall indemnify and hold harmless the Client, Lender, Client's employees, affiliates, officers, and directors (but specifically excluding the General Contractor) ("Indemnified Parties") from and against claims, damages, losses, and expense, including but not limited to reasonable attorney's fees and costs of defense, (collectively, "Claims") arising out of or resulting from the either (1) the negligent acts or omissions, willful misconduct or strict liability of the Engineer and/or its employees or (2) the negligent acts or omissions of Engineer's consultants under contract or anyone else for whose act Engineer is legally liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity and defense which the Indemnified Parties may have as Additional Insured under Engineer's policies of insurance, if any. The Engineer's indemnification obligation shall include defending and, as appropriate, promptly discharging any liens for services filed by any person or entity under contract with the Engineer who claim to have furnished materials, equipment, or services to the Engineer on the Project for which the person or entity has not been paid, so long as such non-payment was not caused by Client's wrongful failure of payment to Engineer for the materials, equipment, or services made the subject of the lien for services.

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

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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.

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. **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.
18. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's sub-consultants 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, or information from others, Engineer cannot and does not warrant their completeness and accuracy.

19. **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 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.

20. **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.
21. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be done upon receipt of the invoice. 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.

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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. **Amendment.** This Agreement shall not be subject to amendment unless other instrument is executed by duly authorized representatives of each of the parties.
24. **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer. The jurisdiction of any dispute between the Client and the Engineer shall be in Pearl River County, Mississippi.
25. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
26. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United State, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory, or commonwealth thereof.
27. **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.

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 THE SALE OF ONE FIREFIGHTER HELMET AND ONE FIREFIGHTER BADGE TO RETIRING BATTALION CHIEF DENNIS BEECH

Motion was made by Council Member Breland, seconded by Council Member Valente to authorize the sale of one firefighter helmet and one firefighter badge in the amount of \$1.00 to Battalion Chief Dennis Beech who is retiring with the City of Picayune after 33 years of service pursuant to Mississippi Code 17-25-31.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RECESS

Motion was made by Council Member Valente, seconded by Council Member Stevens to recess until Tuesday, February 21, 2017 at 5:00 pm.

The following roll call was made:

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

VOTING NAY: None

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ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk