

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

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 815 North Beech Street, in said City, Tuesday, January 4, 2011, at 5:00 p.m. in regular session with the following officials present: Council Members Larry Watkins, Todd Lane, Larry Breland and Wayne Gouquet, City Manager Harvey Miller and City Clerk Priscilla Daniel. Mayor Ed Pinero and Council Member Lynn Bumpers were absent.

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

Opening prayer was given by Larry Breland, followed by the Pledge of Allegiance.

**ORDER TO APPROVE MINUTES**

Motion was made by Council Member Gouquet, seconded by Council Member Watkins to approve the Minutes for the City of Picayune dated December 16, 2010.

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouquet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ORDER TO APPROVE DOCKET**

Motion was made by Council Member Watkins, seconded by Council Member Breland to approve the docket for January 4, 2011 in the amount of \$661,242.06.

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouquet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE GIRL SCOUTS TO USE THE FRONT PARKING LOT OF CITY HALL FOR COOKIE DELIVERY**

Motion was made by Council Member Watkins, seconded by Council Member Breland to approve request from Girl Scout for permission to use the front parking lot of City Hall for cookie delivery on February 12, 2011, tentively.

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE CHANGES IN HOURS OF OPERATIONS FOR SOME CITY SERVICES**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to allow changes in hours of operation for some city services to be effective January 10, 2011. The changes are that the Utility and Building Permit Departments will operate Monday thru Friday from 7:00am until 5:30 pm with Building Inspector being on call.

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE ENGINEERING SERVICES CONTRACT WITH DUNGAN FOR THE 2010 CDBG PUBLIC FACILITIES PROJECT(WATER DISTRIBUTION IMPROVEMENTS)**

Motion was made by Council Member Breland, seconded by Council Member Watkins to approve the Engineering Services Contract with Dungan Engineering for the 2010 CDBG Public Facilities Project (Water Distribution Improvements) and to authorize Mayor's signature on the same.

ENGINEERING SERVICES CONTRACT  
CITY OF PICAYUNE  
2010 CDBG PUBLIC FACILITIES PROJECT #1125-08-297-PF-01  
WATER DISTRIBUTION IMPROVEMENTS  
PICAYUNE, MS

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

WHEREAS: The OWNER contemplates a project known as 2010 CDBG PUBLIC FACILITIES PROJECT #1125-08-297-PF-01, WATER DISTRIBUTION IMPROVEMENTS;

WHEREAS: Certain engineering services are required in the investigation, planning, and execution of the said improvements, and

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: 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.

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 five (5) copies. Additional copies will be furnished upon request of the OWNER at the actual cost of reproduction of such additional copies.

**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.

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 layout line and facility locations, 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.

**ITEM THREE: ADDITIONAL SERVICES**

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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 or TWO 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.

Provide surveying and engineering services to assist with the right-of-way acquisition phase of the project, including the preparation of easement descriptions, layout of easements, or other services required during the right-of-way acquisition phase.

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

Prepare detailed renderings, exhibits, or scale models for the project.

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: DESIGN PHASE

For services performed pursuant to ITEM ONE, DESIGN PHASE, the lump sum amount of Eighty One Thousand Dollars and no/100 (\$81,000.00).

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.

**ITEM TWO: CONSTRUCTION PHASE-**

For services performed pursuant to ITEM TWO, CONSTRUCTION PHASE, the lump sum amount of Forty Two Thousand Dollars and no/100 (\$42,000.00).

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 TWO of SERVICES shall be due and payable from time to time as the work is accomplished.

**ITEM THREE: ADDITIONAL SERVICES**

The method of reimbursement and payment for all other 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 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 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.

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.

Also reference the attached special provisions and regulations stipulated by the U.S. Department of Housing and Urban Development (HUD).

#### 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.

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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.

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 seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(This contract executed in triplicate).

OWNER:

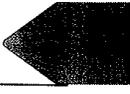
CITY OF PICAYUNE

WITNESS:

\_\_\_\_\_

By

ED PINERO, JR., MAYOR



ENGINEER:

DUNGAN ENGINEERING, P.A.

WITNESS:

Dianne Burch

By

BROOKS WALLACE, VICE PRESIDENT

Brooks Wallace

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The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**DENY BID OFFER FOR PROPERTY OWNED BY THE CITY ON JEFFERSON STREET**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to deny the bid from Leon Satcher Jr. in the amount of \$150.00 for a vacant piece of property on Jefferson Street owned by the city.

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE THE PUBLICATION OF THE PUBLIC NOTICE DECLARING THE CITY'S INTENTION TO ENTER INTO A LOAN AGREEMENT WITH THE MDA FOR THE PURPOSE OF COMPLETING THE WATER SYSTEM IMPROVEMENTS**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to authorize the publication of the Public Notice declaring the City's intention to enter into a loan agreement with the MDA in the principal amount not to exceed \$1,300,000.00 for the purpose of completing the Water System Improvements (Automatic Meter Reading System).

**CAP LOAN PROGRAM  
CITY OF PICAYUNE  
RESOLUTION**

**Public Notice**

The Picayune City Council, acting for and on behalf of the City of Picayune, Mississippi (the "City") took up for consideration the matter of authorizing and approving a loan on behalf of the City from the Mississippi Development Authority (the "Department") for the purpose of completing capital improvements identified as:

Water System Improvements

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, AS FOLLOWS:**

**Section 1.** The Governing Body of the City does hereby declare its intention to enter into a loan agreement with MDA in the principal amount not to exceed one million three hundred thousand dollars (\$1,300,000.00) for the purpose of completing the capital improvements identified above.

**Section 2.** The Loan will be secured by a Note executed and delivered by the City to the Department. Failure of the City to meet its repayment obligations shall result in the forfeiture of sales tax allocation or homestead exemption reimbursement in an amount sufficient to repay obligations due until such time as the indebtedness has been discharged or arrangements to discharge such indebtedness satisfactory to the Department have been made.

**Section 3.** The Governing Body proposes to authorize and approve the Loan from the Department in the amount and for the aforesaid purposes at a meeting of the Governing Body to be held at its regular meeting place at City Hall in Picayune, Mississippi at 5:00 o'clock p.m. on the 1<sup>st</sup> day of February, 2011, or at some meeting held subsequent thereto. This date assigned to authorize and approve the aforementioned loan documents has been set to meet program requirements which mandate that four public notices be issued prior to loan closing. This will allow sufficient time for public comments.

The motion having received the foregoing vote of the Governing Body, the Mayor declared the motion carried and the Resolution adopted, on this the 4<sup>th</sup> day of January, 2011.

/s/Edward Pinero  
MAYOR  
CITY OF PICAYUNE, MISSISSIPPI

(SEAL)

/s/Priscilla C. Daniel  
CITY CLERK

Published on January 5, 2011  
January 12, 2011  
January 19, 2011  
and January 26, 2011  
in *The Picayune Item*

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE WAIVER LETTER TO MDA**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to authorize the Mayor to issue a waiver letter to the MDA for the purpose of waiving the maximum loan amount in order for the City to submit an application for up to \$1.3 million.



**City of Picayune**

815 N. Beech Street  
Picayune, Mississippi 39466  
(601) 798-9770 Fax (601) 798-0564  
Email: picstaffast@bellsouth.net

MAYOR  
Ed Pinero, Jr.

CITY MANAGER  
Harvey Miller

COUNCIL  
Larry E. Breland, Sr.  
Lynn Bumpers  
Wayne Gouguet  
Todd Lane  
Larry Watkins

January 4, 2011

Mr. Gray Swoope, Executive Director  
Mississippi Development Authority  
Post Office 849  
Jackson, Mississippi 39205-0849

Re: City of Picayune  
Proposed CAP Loan Application

Dear Mr. Swoope:

The City of Picayune is interested in securing CAP Loan funds for the purpose of making water system improvements (installing automated meter reading system). The purpose of this letter is to request a waiver on the maximum loan amount so that the city can submit an application for up to \$1,300,000. Also, should this request be granted, the city would also need a waiver allowing our outstanding CAP Loan indebtedness to exceed \$2,500,000.

If you have any questions regarding the city's request, please contact Mr. Jason A. Hicks at (601) 932-9050.

Sincerely,

Ed Pinero  
Mayor

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE THE CAPITAL IMPROVEMENTS LOAN PROGRAM APPLICATION PREPARATION AND ADMINISTRATIVE CONTRACT BETWEEN THE CITY OF PICAYUNE AND SAMPLES, HICKS, AND ASSOCIATES INC FOR THE AUTOMATED METER CONTRACT**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to authorize the Capital Improvements Loan Program Application Preparation and Administrative Contract between the City of Picayune and Samples, Hick, and Associates, Inc. for the Automated Water Meter Contract.



December 22, 2010

Honorable Ed Pinero  
Mayor  
City of Picayune  
815 N. Beech Street  
Picayune, Mississippi 39466

Re: Capital Improvements Loan Program (CAP)  
Application Preparation / Administrative Contract

Dear Mayor Pinero:

Subject to application approval, our fee for preparing the application for the above-referenced project would be as follows:

Loan Application Preparation	\$2,000
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Any additional work after the application process will be charged on an hourly rate. This rate would be as follows:

Principal	\$110/hr
Project Administrator	\$80/hr
Secretary	\$25/hr

If you find our fee acceptable, please sign below and return an original copy of this letter to our office. Your signature below will serve as our notice to proceed on this project. If you have any questions, please feel free to contact me.

Sincerely,

Jason A. Hicks  
Principal

\_\_\_\_\_  
Mayor  
City of Picayune

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE THE ALTERNATE SIGNATURE RESOLUTION FOR CDBG PROJECTS**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to approve the Alternate Signature Resolution for CDBG Projects.

**RESOLUTION**

AUTHORIZING ED PINERO, MAYOR, OR PRISCILLA DANIEL,  
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 1125-08-297-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 City of Picayune that it does hereby designate either its Mayor, Ed Pinero or Priscilla Daniel, City Clerk, 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 \_\_\_\_ day of \_\_\_\_\_, 2011.

**CITY OF PICAYUNE, MISSISSIPPI**

ATTEST:

\_\_\_\_\_  
CLERK

BY: \_\_\_\_\_  
MAYOR



**City of Picayune**

815 N. Beech Street  
Picayune, Mississippi 39466  
(601) 798-9770 Fax (601) 798-0564  
Email: picstaffasst@bellsouth.net

MAYOR  
Ed Pinero, Jr.

CITY MANAGER  
Harvey Miller

COUNCIL  
Larry E. Breland, Sr.  
Lynn Bumpers  
Wayne Gouguet  
Todd Lane  
Larry Watkins

January 4, 2011

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

Re: City of Picayune - CDBG  
Project #1125-08-2975-PF-01  
Alternate Signature

Dear Ms. Jones:

Attached is a copy of a resolution approved by the City Council designating myself or Priscilla Daniel, 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

\_\_\_\_\_  
Priscilla Daniel, 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:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE THE MAYOR TO ISSUE THE LABOR STANDARDS DESIGNATION LETTER FOR THE CDBG PROJECT #1125-08-297-PF-01.**

Motion was made by Council Member Breland, seconded by Council Member Watkins to issue the Labor Standards Designation letter for the CDBG Project # 1125-

08-297-PF-01 stating that the Labor Standards will be handled by Sample, Hicks & Associates on the City's behalf.



**City of Picayune**

815 N. Beech Street  
Picayune, Mississippi 39466  
(601) 798-9770 Fax (601) 798-0564  
Email: picstaffast@bellsouth.net

MAYOR  
Ed Pinero, Jr.

CITY MANAGER  
Harvey Miller

COUNCIL  
Larry E. Breland, Sr.  
Lynn Bumpers  
Wayne Gouguet  
Todd Lane  
Larry Watkins

January 4, 2011

Mr. Frank Reed  
Division of Community Development  
Mississippi Development Authority  
Post Office Box 849  
Jackson, Mississippi 39205-0849

Re: City of Picayune - CDBG  
Project #s 1125-08-297-PF-01  
Labor Standards

Dear Mr. Reed:

In accordance with paragraph 5 (a) of the Labor Standards Handbook (6500.3), the City of Picayune designates Sample, Hicks and Associates, Inc., to act on behalf and for the City to ensure compliance with all applicable labor standard requirements related to the Community Development Block Grant referenced above.

If you have any questions concerning the above, please do not hesitate to contact me.

Sincerely,

Ed Pinero  
Mayor

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE THE AGREEMENT CONSULTING SERVICES COMMUNITY  
DEVELOPMENT BLOCK GRANT PROGRAM FY2010 PUBLIC FACILITIES**

**PROJECT CONTRACT BETWEEN THE CITY OF PICAYUNE AND SAMPLE, HICKS AND ASSOCIATES, INC.**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins, to authorize the Agreement Consulting Services Community Development Block Grant Program FY2010 Public Facilities Project Contract between the City of Picayune and Sample, Hicks and Associates, Inc.

**AGREEMENT CONSULTING SERVICES  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FY 2010 PUBLIC FACILITIES PROJECT**

**THIS AGREEMENT** is entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2011 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. 1125-08-297-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. 1125-08-297-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) Relocation
  - (6) Financial Management
  - (7) Other Resources
  - (8) Equal Opportunity
  - (9) General Correspondence
- 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.
  - 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 fifteen (15) easements. Any easements obtained over the fifteen (15) identified above will be charged at the rate of \$800.00 per easement.

**J. METHOD OF PAYMENT**

The City will pay the Consultant \$2,500.00 when environmental clearance is received; \$6,000.00 when the construction contracts are signed; \$6,000.00 when the overall project is 25% complete; \$6,000.00 when the overall project is 50% complete; \$6,000.00 when the overall project is 75% complete; \$6,000.00 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.

**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** and the **CONSULTANT** have executed this Agreement this the \_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF PICAYUNE, MISSISSIPPI

**WITNESS:**

\_\_\_\_\_  
CLERK

BY: \_\_\_\_\_  
MAYOR

SAMPLE, HICKS & ASSOCIATES, INC.

**WITNESS:**

*Adelaide B. Chagnon*

BY: *Jason A. Hicks*  
JASON A. HICKS, PRINCIPAL

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE PAY REQUEST #2 FROM HUEY STOCKSTILL, INC. FOR WORK THROUGH DECEMBER 14, 2010 ON THE CITY WIDE PAVING PROJECT**

Motion was made by Council Member Breland, seconded by Council Member Watkins to approve Pay Request #2 from Huey Stockstill, Inc. in the amount of \$145,978.26 for work through December 14, 2010 on the 2010 City Wide Paving Project.

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<p><b>Application and Certificate For Payment</b></p> <p>To Owner: CITY OF PICAYUNE 815 N BEECH ST PICAYUNE, MS 39466</p> <p>From (Contractor): HUEY STOCKSTILL INC P. O. BOX 758 130 HUEY STOCKSTILL ROAD PICAYUNE, MS 39466</p> <p>Phone: 601.798-2981</p>	<p>Project: 2010 CITY OVERLAY PROJECT PICAYUNE, MS</p> <p>Contractor Job Number: 10097 Via (Architect): Contract For:</p>	<p>Application No: 2 Period To: 12/14/10 Architect's Project No: Contract Date:</p> <p>Date: 12/14/2010</p>
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Contractor's Application For Payment		
Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner		
Change orders approved this month		
<b>Totals</b>		
<b>Net change by change orders</b>		

Original contract sum	6,358,885.45
Net change by change orders	0.00
Contract sum to date	6,358,885.45
Total completed and stored to date	506,364.95
Retainage	
5.0% of completed work	25,318.25
0.0% of stored material	0.00
Total retainage	25,318.25
Total earned less retainage	481,046.70
Less previous certificates of payment	335,068.44
Current sales tax	
0.000% of taxable amount	0.00
APPLY 3.5% TAX TO GROSS RECEPTS	
Current sales tax	0.00
Current payment due	<b>145,978.26</b>
Balance to finish, including retainage	5,877,838.75

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Clarence Watkins Date: 12-14-10  
 State of Mississippi County of Franklin  
 Subscribed and sworn to before me this 14th day of December, 2010 (year).  
 Notary Public: [Signature]  
 My commission expires \_\_\_\_\_



**Architect's Certificate for Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ 145,978.26

Architect: [Signature] Date: 12-21-10

117-123-759.02

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gougnet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**OPEN PUBLIC HEARING FOR PROPERTY CLEAN UP**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to open a public hearing to determine if the following properties should be declared public nuisances.

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE PROPERTY AT 1933 DANIELS DR A PUBLIC NUISANCE**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to declare property at 1933 Daniels Dr. a public nuisance.

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE PROPERTY AT 1935 DANIELS DR A PUBLIC NUISANCE**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to declare property at 1935 Daniels Dr. a public nuisance.

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE PROPERTY AT 1110 MERRYDALE A PUBLIC NUISANCE**

Motion was made by Council Member Breland, seconded by Council Member Watkins to declare property at 1110 Merrydale parcel 617-522-002-006-029-00 a public nuisance.

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE PROPERTY ON EAST JERUSALEM AVE A PUBLIC NUISANCE**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to declare property on East Jerusalem Ave parcel 617-623-001-01-023-00 a public nuisance. Grant a 45 day extension with agreement to demolish if not cleaned by then.

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE PROPERTY AT 1621 ROSA ST. A PUBLIC NUISANCE**

Motion was made by Council Member Watkins, seconded by Council Member Breland to declare property at 1621 Rosa St. parcel 617-516-004-02-004-00 a public nuisance.

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE PROPERTY AT 414 5<sup>TH</sup> AVE A PUBLIC NUISANCE**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to declare property at 414 5<sup>th</sup> Ave a public nuisance.

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO AMEND THE AGENDA BY ADDING 1106 JACKSON LANDING ROAD TO THE PROPERTIES THAT WILL HAVE A PUBLIC HEARING SET**

Motion was made by Council Member Gouguet, seconded by Council Member Breland to amend the agenda to include 1106 Jackson Landing Road to the properties that will have a public hearing set.

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**SET A DATE FOR A PUBLIC HEARING FOR PROPERTY CLEAN UP**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to set a date for a public hearing to be held on February 1, 2011 for property clean up on the following properties: 221 Clark St., 211 South Gray, Corner of Hickman and Dixie, Juniper Street Parcel 617-515-002-08-008 and 1106 Jackson Landing Road.

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE CHIEF JIM LUKE TO TRAVEL TO DALLAS, TX TO ATTEND ROCIC NARCOTICS TRAINING CONFERENCE**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to approve travel request for Chief Jim Luke to travel to Dallas, TX to attend ROCIC Narcotics Training Conference March 20-23, 2011.

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACCEPT DONATION FOR THE PICAYUNE POLICE DEPARTMENT/PAY IT FORWARD FUND**

Motion was made by Council Member Breland, seconded by Council Member Watkins to accept donation from Fred's for the Picayune Police Department/Pay it Forward Fund.

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACCEPT PRICE EXTENSION DATE FROM MIDSOUTH UNIFORM & SUPPLY, INC**

Motion was made by Council Member Gouguet, seconded by Council Member Breland to accept extension until 03/31/11 on uniform price quote from Midsouth Uniform & Supply, Inc. which was previously approved through 12/31/10 by City Council on 01/05/10.

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ORDER TO ENTER CLOSED SESSION TO DETERMINE THE NEED FOR AN EXECUTIVE SESSION**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to enter closed session to determine the need for an executive session.

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**RETURN TO REGULAR SESSION**

Motion was made by Council Member Breland, seconded by Council Member Watkins to return to regular session.

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ORDER TO RE-ENTER EXECUTIVE**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to enter Executive Session.

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO EXIT EXECUTIVE SESSION**

Motion was made by Council Member Breland, seconded by Council Member Watkins to return to regular session.

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACCEPT RESIGNATION OF CITY MANAGER HARVEY MILLER**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to accept the resignation of City Manager Harvey Miller, effective immediately.

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPOINT JIM LUKE AS INTERIM CITY MANAGER**

Motion was made by Council Member Watkins, seconded by Council Member Breland to appoint Jim Luke as Interim City Manager, effective immediately.

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO RECESS**

Motion was made by Council Member Gouguet, seconded by Council Member Breland to recess until Tuesday, January 18, 2011 at 5:00 pm.

The following roll call was made:

**VOTING YEA:** Council Members Watkins, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

\_\_\_\_\_  
Ed Pinero, Mayor

ATTEST:

\_\_\_\_\_  
Priscilla Daniel, City Clerk