

**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, March 2, 2010, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Larry Watkins, Lynn Bumpers, Todd Lane, Larry Breland and Wayne Gouguet, City Manager Harvey Miller and City Clerk Priscilla Daniel.

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

Opening prayer was given by Larry Watkins, followed by the Pledge of Allegiance led by Mayor Ed Pinero.

**ORDER TO APPROVE MINUTES**

Motion was made by Council Member Gouguet, seconded by Council Member Lane to approve the Minutes for the City of Picayune Special Called Meeting dated February 11, 2010 and the regular scheduled meeting dated February 16, 2010.

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, 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 Watkins to approve the docket for March 2, 2010 in the amount of \$593,320.08.

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE SIXTH ANNUAL EGG DROP**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to approve request from Picayune Main Street, Inc. to hold the Sixth Annual

Egg Drop at Picayune Municipal Airport on March 27, 2010 from 10:00 am to 2:00 pm with a rain date of April 3, 2010.

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouquet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

### **APPROVE 28<sup>TH</sup> PICAYUNE STREET FAIR**

Motion was made by Council Member Breland, seconded by Council Member Gouquet to approve request from Picayune Main Street, Inc. to host and sponsor the 28<sup>th</sup> Picayune Street Fair the weekend of April 10 & 11, 2010 with street closures being the same as in previous events.

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouquet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

### **APPROVE ENTERTAINMENT FOR SPRING STREET FAIR**

Motion was made by Council Member Breland, seconded by Council Member Gouquet to allow the following entertainment for the Spring Street Fair; Rock Wall, inflatable fun jump, pony rides and the Eurobungee.

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouquet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

### **APPROVE TUNG BLOSSOM 5K RUN AND FUN WALK**

Motion was made by Council Member Gouquet, seconded by Council Member Watkins to approve request from Picayune Main Street to conduct Tung Blossom 5K Run and Fun walk at the Street Fair April 10, 2010 with the route starting and finishing on the East Side of Jack Read Park on Quince Street.

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE "CAN SHAKE" TO BE HELD BY HABITAT FOR HUMANITY**

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve request from Habitat for Humanity to hold a "can shake" at the intersections of Hwy 11 & Hwy 43 and at 2<sup>nd</sup> St. and Hwy 11 on April 3, 2010 from 9am to 1pm to raise funds for their organization.

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE CO-ED SOFTBALL TOURNAMENT AT FRIENDSHIP PARK**

Motion was made by Council Member Watkins, seconded by Council Member Breland to approve request from Heritage Plastics to hold a Co-ed Softball Tournament at Friendship Park on April 24, 2010 to raise funds for Relay for Life. The request to waive field fees is also approved.

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**RENEW CONTRACT FOR CITY WEBSITE WITH CRI WEB DESIGN**

Motion was made by Council Member Breland, seconded by Council Member Bumpers to approve renewal of contract for City Website with CRI Web Design and authorize Mayor to sign the same.

**CRI Web Design Hosting & Maintenance Contract**  
Submitted to  
City of Picayune  
February 23, 2010

**I. Description of Services**

- A. Site Maintenance** – CRI Web Design agrees to perform maintenance for your web sites:  
[ [www.picayune.ms.us](http://www.picayune.ms.us) and [www.picayunepolicedepartment.com](http://www.picayunepolicedepartment.com) ] including updates, revisions, or corrections on a monthly basis. For a monthly fee of \$50, paid to CRI Web Design, CRI Web Design agrees to maintain your website and provide changes as needed for up to 1 hour of site maintenance per month. If more maintenance is desired, additional hours will be charged at \$50 per hour in increments of 15 minutes. This fee will be paid every month for as long as CRI Web Design maintains your site. A one-year minimum contract agreement is required.
- B. Site Hosting** – A yearly fee of \$240, paid to CRI Web Design, will cover the hosting charges for your web site [ [www.picayune.ms.us](http://www.picayune.ms.us) ]. This fee must be prepaid for one year and renewal years must be paid within 30 days of expiration. Additional hosting requests, such as additional web space over 500 MB, email addresses, etc., can be added at additional charges.

**II. Terms of Payment**

- A. Site Hosting** –  
A yearly fee of \$240, paid to CRI Web Design, will cover the hosting charges for your web site. This fee must be prepaid for one year and renewal years must be paid within 30 days of expiration. Additional hosting requests, such as additional web space over 500 MB, shopping carts, message boards, etc., can be added at additional charges.
- B. Site Maintenance and additional Design**
- i. For a monthly fee of \$50, paid to CRI Web Design, CRI Web Design agrees to maintain your websites and provide changes as needed for up to 1 hour of site maintenance per month. If more maintenance is desired, additional hours will be charged at \$50 per hour in increments of 15 minutes. This fee will be paid every month for as long as CRI Web Design maintains your site. All additional maintenance fees for site maintenance and design will be billed on a monthly basis as incurred.
  - ii. A one-year minimum contract agreement is required.
  - iii. Additional pages, graphic design, or changes other than standard updates, revisions, or corrections will require additional payment, to be determined, as these additional services are needed.

III. Obligations of CRI Web Design

- A. **Web Site Design** – CRI Web Design will determine the method, details, and means of constructing the web site. CRI Web Design agrees to allow final approval, by you, of the design prior to publishing.
- B. **Site Maintenance** – CRI Web Design agrees to perform maintenance, as agreed upon in section II, in a reasonable amount of time.
- C. **Changes in Services** – Any proposed changes to the services listed herein, will not be assigned without a written agreement between CRI Web Design and your company/organization.

IV. Obligations of Business/Organization

- A. **Content** - You agree to provide the content for your site updates.
  - i. You must provide any images, photographs, or graphics you would like included on your site. If you do not own any of the aforementioned items, they can be designed or obtained for you by CRI Web Design at additional costs.
  - ii. City of Picayune must provide any written text that you would like included in the body of the site.
- B. **Site Maintenance** - Any changes throughout the month should be submitted to CRI Web Design in a timely fashion.
- C. **Changes in Services** – Any proposed changes to the services listed herein, will not be assigned without a written agreement between CRI Web Design and your company/organization.

I, the undersigned, by affixing my signature hereto, attest that I have read and fully understand the terms expressed in this contract and agreement, and that by affixing my signature hereto, I agree to abide by said agreement to the best of my abilities.

City Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Please Print Representative Name, Title : \_\_\_\_\_

CRI Representative: \_\_\_\_\_ Date: \_\_\_\_\_  
Suzanne Shean, President

CRI Web Design  
124 Peninsula Drive  
Carriere, MS 39426  
601-273-6014

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE MAYOR TO SIGN LETTER OF SUPPORT TO CONGRESSMAN TAYLOR**

Motion was made by Council Member Gouguet, seconded by Council Member Lane to authorize Mayor to sign a letter of support to Congressman Taylor for Memorial Blvd widening project.



**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

March 2, 2010

Congressman Gene Taylor  
2269 Rayburn House Office Building  
Washington, DC 20515

Dear Congressman Taylor,

I am writing to express my support for the Memorial Boulevard widening project. Memorial Boulevard is an important east-west link that allows movement through the southern part of the City of Picayune. The project is already underway but further funding is necessary to complete the widening project's final stages.

Traffic volumes on Memorial Boulevard range from between 12,000 and 22,000 vehicles per day and this volume is expected to continue to increase. The Memorial Boulevard project will provide increased traffic capacity and reduce traffic delay times. It will also increase safety aspects of the road by adding turn lanes, upgrading traffic control devices and improving road shoulders and road drainage.

As our city continues to grow it is imperative that we have infrastructure that can support the needs of the citizens. We also believe that improvements to Memorial Boulevard will attract visitors into the commercial and retail areas of the City of Picayune thus helping local business owners. This project is an important priority for our city and we appreciate any assistance you can provide.

Thank you for your continued service and support to the people of the Picayune.

Sincerely,

Ed Pinero  
Mayor, City of Picayune

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, 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 Watkins, seconded by Council Member Bumpers to acknowledge receipt of monthly budget report for the month of January 2010.

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACCEPT DONATION FROM RETIRED TEACHERS ASSOCIATION**

Motion was made by Council Member Breland, seconded by Council Member Watkins to accept donation from Retired Teachers Association.

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, 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 CONTRACT BETWEEN CITY OF PICAYUNE AND DUNGAN ENGINEERING CONCERNING THE INDUSTRIAL PARK RAIL SPUR PROJECT**

Motion was made by Council Member Breland, seconded by Council Member Lane to authorize Mayor's signature on contract between City of Picayune and Dungan Engineering concerning the Industrial Park Rail Spur Project.

CONTRACT

THE CITY OF PICAYUNE  
INDUSTRIAL PARK RAIL SPUR  
PICAYUNE, MS

This Contract, made this the 2<sup>nd</sup> day of February, 2010, by and between The City of Picayune, hereinafter called "Owner" and Prewett Enterprises, Inc. dba B&P Enterprises doing business as a Contractor located in Southaven, MS, hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the INDUSTRIAL PARK RAIL SPUR, Picayune, Mississippi, being more completely described in the Contract Documents and on the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the work within the number of working days specified on the bid form unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of Two Hundred Dollars for each consecutive working day thereafter as hereinafter provided in the Contract Documents.

Special Damages -

In addition to the amounts provided for liquidated damages, Contractor, in the event of such default, shall pay to the Owner the actual costs reasonably incurred by Owner for engineering and inspection forces employed on the work after the time stipulated for completion of the work.

3. The term "CONTRACT DOCUMENTS" means and includes Notice to Contractors, Instructions to Bidders, Supplemental Instructions to Bidders, Contractor's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, Special Conditions, Standard Specifications, General Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
6. 4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, under the direct observation of and to the complete satisfaction of the Engineer, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of The City of Picayune, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of

money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the Contract unit prices therefore as stated in the Proposal, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for extra work authorized and performed; which is estimated as being the sum of One hundred sixty-five thousand, thirty-five dollars and zero cents (\$165,035.00), in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.

5. The Contractor agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against the Owner, its employees and its agents by reason of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the Contractor, or from any suit or claim brought against the Owner by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890.
6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of One hundred sixty-five thousand, thirty-five dollars and zero cents (\$165,035.00).
7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of One hundred sixty-five thousand, thirty-five dollars and zero cents (\$165,035.00).
8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
9. That the Contract may be annulled by the Owner for reason set forth in the Contract Documents.
10. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
11. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

THE CITY OF PICAYUNE

Prewett Enterprises, Inc. dba B&P Enterprises  
Contractor

BY [Signature]

BY [Signature]

ATTEST [Signature]

ATTEST [Signature]

(Seal)

(Seal)

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE MAYOR TO EXECUTE AMENDMENT #2 TO THE CONTRACT BETWEEN CITY OF PICAYUNE AND HARTMAN ENGINEERING, INC**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to approve and authorize the Mayor to execute Amendment #2 to the contract between the City of Picayune and Hartman Engineering, Inc. for engineering services related to the EPA Region 4 SPAP Grant and Wastewater Infrastructure Improvement Project.

**AMENDMENT NO. 2 TO  
AGREEMENT TO FURNISH PROFESSIONAL  
ENGINEERING SERVICES BY AND BETWEEN  
THE CITY OF PICAYUNE, MISSISSIPPI (OWNER) AND  
HARTMAN ENGINEERING, INC. (ENGINEER)**

THIS IS AN AGREEMENT made as of 2010 between the City of Picayune (OWNER) and Hartman Engineering, Inc. (ENGINEER) and provides for amendment to the agreement made between the OWNER and the ENGINEER, dated March 29, 2004, and to the Amendment No. 1, dated October 22, 2007, to the original agreement made between the OWNER and the ENGINEER. As provided in this Amendment, ENGINEER will provide professional services relative to the City of Picayune Water and Wastewater Infrastructure Improvement Project (U.S. EPA ID No. XP-97477403).

**A. BACKGROUND**

City of Picayune has made an agreement dated June 9, 2003, with the U.S. Environmental Protection Agency to provide water and wastewater infrastructure improvement program including facility plan, sewer system mapping, pumping station investigation, data management system, design and construction of sewer system improvements.

On November 2, 2006, the City received approval from EPA for its request for a waiver of the 45 percent matching requirement for the EPA funded project for rehabilitation of the existing sewer system and to address sewer system infiltration and inflow problems. The EPA previously determined that the project as described in the Amendment to the Facilities Plan, dated May 2005, was eligible for a Categorical Exclusion (CE) under the National Environmental Policy Act (NEPA), and issued a public notice of the CE on August 19, 2005.

The ENGINEER originally prepared plans and specifications to perform the Phase I Sewer System Evaluation Survey (SSES) project and related field services with in-house personnel and a specialty sub-consultant firm. The SSES project documents were submitted to the City of Picayune, to the U.S. EPA Region IV, and to the Mississippi Department of Environmental Quality (MDEQ) on April 25, 2008. On May 7, 2008, the City received comments on review of the project documents from the MDEQ, as the SPAP grant manager for the U.S. EPA Region IV, that based on the project estimated cost, the Picayune Phase I SSES project must be publicly advertised and bid and comply with other procedures in accordance with Title 40 of the US Code of Federal Regulations Part 31.36(d)(2). With the MDEQ comments, the ENGINEER re-configured the SSES project documents, and revised and updated plan sheets and the technical specifications for the public advertisement and public bid of the project by licensed contractor firms.

The proposed engineering services and payments to the ENGINEER for the in-house Phase I SSES field services are described in Section 2 and Section 8, respectively, to the Amendment No. 1 to the original agreement made between the OWNER and the ENGINEER. With the City of Picayune public bid and public works contract for the Phase I SSES project in compliance with the MDEQ comments and SPAP grant requirements, the ENGINEER'S services are adjusted and the ENGINEER'S payments are hereby reduced in this Amendment No. 2 to provide for the public bidding, public works performance of, and the construction budget for the project from the SPAP grant funds.

Furthermore, during the course of the U.S. EPA funded SPAP grant project in 2008, the City of Picayune made an agreement with the Pearl River County Utility Authority (PRCUA) for the transfer of the Picayune sewerage system infrastructure and operations to the PRCUA. The PRCUA is the owner and operator of the Picayune sewerage system and wastewater treatment facilities. With this transfer, the ENGINEER'S services continue to be provided to the City under the original agreement as amended and with cognizance of and coordination with the PRCUA as the wastewater service provider to the residents of the City of Picayune.

B. SECTION 2. SERVICES

Section 2, Services, in the Amendment No. 1, is hereby amended as follows:

1. In "Task 3: Sewer System - Problem Area SSES," add the following new Section 6.3.4.2.

**6.3.4.2 Engineering Field Services-Project Site Inspection, Aboveground Reconnaissance, and Utilities Verification**

ENGINEER shall provide the following field services for the Phase I SSES, Phase II Collection System Upgrade, and Phase III Problem Area Sewer Rehabilitation of the city of Picayune EPA Infrastructure Improvement Project. These field services will supply background information to be used for quality assurance and quality control by the resident inspector during observation the selected SSES contractor for conformance to the SSES plans and specifications. This work will supply background information to be used in Task 6, Engineering and Design for the service area sites of the Collection System Upgrades and Problem Area Sewer Rehabilitation projects.

The ENGINEER shall conduct visual inspections of all sewer system manhole access structures within the three (3) specific lift station problem areas. The manholes shall be inspected with the use of a strong artificial light or reflected sunlight. There shall be no confined space entry to manhole structures for the inspections. All structures shall be assessed by aboveground inspection of the manholes and piping. Digital photographs shall be taken selected infiltration/inflow (I/I) defects and other non-I/I related defects such as roots, debris, or structurally deteriorated steps. The condition of manhole components (cover, frame, frame seal, chimney, wall, etc.) including the orientation of connecting lines shall be recorded. Rim-to-invert measurements shall be taken with measuring tape. Observed I/I flows and surcharges in each shall be noted. Data shall be recorded on standard field inspection forms.

ENGINEER shall perform above ground verification of each manhole and access structure within the three (3) specific lift station problem areas. The presence and location of above ground and overhead utilities and potential conflicts with system improvements and construction will be determined and mapped.

2. In "Task 3: Sewer System - Problem Area SSES," delete Section 6.3.4.3 in its entirety and add the following Section 6.3.4.3.

**6.3.4.3 System Condition Assessment**

The following elements shall be incorporated by the Engineer into the project plans and specifications for the system condition assessment and Sewer System Evaluation Survey (SSES).

**6.3.4.3.1 Smoke Testing** - The SSES shall include smoke testing of all pipe segments in the project system.

**6.3.4.3.2 Flow Isolation** - Flow monitoring and flow modeling have been completed in the planning phase of the wastewater improvement program and this task is not included in the SSES project.

**6.3.4.3.3 Dyed Water Flooding** - Dyed water flooding shall be performed on questionable or suspected I/I sources to provide a positive identification and more accurate assessment of the conditions.

**6.3.4.3.4 Internal Television Inspection** - Closed circuit, color-televised inspection shall be conducted on the project sewer mains.

**6.3.4.3.5 Line Cleaning** - The SSES project shall include necessary sewer line cleaning to facilitate the televised inspection.

3. In "Task 3: Sewer System - Problem Area SSES," add the following new Sections 6.3.4.5 through 6.3.4.9.

**6.3.4.4 SSES Preliminary Phase Services**

Using the outline of SSES project tasks, the Engineer will provide preliminary plans and specifications for public advertisement and public bidding for those service areas slated for the SSES project. The City personnel and other affected agency(s) will review and comment on the Preliminary Design submittal.

Deliverable: Preliminary Design in Conformance with Applicable Standards

**6.3.4.5 SSES Design Phase Services**

The Engineer will complete the SSES design and plans and specifications for public advertisement and public bidding incorporating comments from the preliminary phase.

Deliverable: Design Plans and Specifications

**6.3.4.6 Bidding Phase Services**

The Engineer will provide representation for the procurement of bids, review and prepare bid tabulations, and make recommendations for award to the City.

Deliverable: Bid Tabulation and Recommendation for Award

**6.3.4.7 Construction Administration Services**

Engineer will observe the selected contractor for his conformance to the SSES plans and specifications. The Engineer will hold monthly status meetings to track the SSES project progress. The Engineer will provide construction administration services during the construction of the project.

Deliverables: Minutes of Monthly Meetings  
Review of Shop Drawings  
Review of Monthly Progress Payments  
Prepare Change Orders and Certificates of Completion  
Provide Representation for Final Inspection

**6.3.4.8 Resident Inspection Services**

Engineer will provide resident inspection services for the SSES project during performance and completion by the contractor. The Engineer will ensure that resident inspector is trained and are familiar with Program construction standards and procedures.

Deliverables: Provide Daily Reports on a Weekly Basis  
Inform Owner of Any Construction Related Problems  
Provide Punch List Items

**6.3.4.9 SSES GIS Data Coordination and Analyses**

Engineer will monitor, coordinate, and evaluate the SSES sewer system information and data collected by the contractor during the course and performance of the project and the contractor's project reports as required by the specifications. Engineer will coordinate, analyze, and evaluate contractor's field data for use and input with Geographic Information System (GIS) software for utilization in Phase III of the Infrastructure Improvement Project for preparation, mapping, and development of a geometric representation of recommended gravity sewer system rehabilitation needs.

4. Delete the title "Task 6: Engineering and Design – Collection System Upgrades" and Task 6 paragraphs 1 and 2 and Sections 6.6.3 and 6.6.7, and add the following title "Task

6: Engineering and Design - Collection System Upgrades and Problem Area Sewer Rehabilitation" and revised paragraphs 1 and 2 and revised Sections 6.6.3 and 6.6.7 below.

***Task 6: Engineering and Design - Collection System Upgrades and Problem Area Sewer Rehabilitation***

Contract services for this task are to design and prepare plans and specifications according to the recommendations of the Amendment to the Facilities Plan and provide bidding and as-built services for EPA Infrastructure Improvement Project Phase II for specific upgrades to the South Beech lift station and force main or other selected existing lift station and force main in the sewer system and for EPA Infrastructure Improvement Project Phase III for specific sewer system rehabilitation as recommended from the Phase I SSES project.

This Task will comprise of work described in Section 6.6 of Work Plan/Program Objectives for Federal Grant Application prepared in December 2002, and as detailed below.

**6.6.3 Preliminary Phase Services**

The Engineer will provide preliminary designs for those service areas slated for Phase II upgrade and Phase III rehabilitation. The City personnel and any other affected agency(s) will review and comment on the Preliminary Design submittals.

Deliverable: Preliminary Design in Conformance with Applicable Standards

**6.6.7 Supplemental Services**

When required and authorized by the City, the Engineer will coordinate and manage geotechnical services and surveying services to assist in the Phase II collection system upgrades task and the Phase III sewer rehabilitation task. Services to be approved by the City will be presented to the City by the Engineer prior to completion of these services.

Deliverables: Scope of Services for Geotechnical Services as Required for City Approval  
Scope of Services for Surveying Services as Required for City Approval

5. Delete the title "Task 7: Sewer Rehabilitation, Construction Services, Resident Inspection" and Task 7, 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> paragraphs and Section 6.7, and add the following title "Task 7: Construction Services and Resident Inspection - Collection System Upgrades and Problem Area Sewer Rehabilitation" and revised 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> paragraphs and revised Section 6.7 below.

***Task 7: Construction Services and Resident Inspection - Collection System Upgrades and Sewer Rehabilitation***

Contract services for this task are to provide engineering during construction and inspection services for Phase II specific upgrades to the South Beech lift station and force main or other selected existing lift station and force main in the sewer system and for Phase III for specific sewer system rehabilitation as recommended from the Phase I SSES project.

The lift station recommended for this task is listed in the Task 6 section above.

This Task will comprise of work described in Section 6.7 of Work Plan/Program Objectives for Federal Grant Application prepared in December 2002, and as detailed below.

**6.7 Task 7 – Construction Services and Resident Inspection**

Phase II and Phase III implementation and construction of system upgrades and rehabilitations recommendations which may include point repair, sewerage collection line

repair, rehabilitation and replacement, lift station upgrade, manhole repair or rehabilitation, elimination of cross connection, force main repairs and/or installation, etc.

C. SECTION 8. PAYMENTS:

Section 8, Payment, in the Amendment No. 1, is hereby amended as follows:

1. Delete "Task 3: Sewer System - Problem Area SSES" in its entirety and add the following "Task 3: Sewer System - Problem Area SSES."

*Task 3: Sewer System - Problem Area SSES*

Payment for the Tasks 3.1, 3.2, and 3.3 will be on lump sum; Task 3.2 Resident Inspection services will be on an hourly rate basis.

3.1 Problem Area SSES - Engineering Services (6.3.4.4-6.3.4.6):	\$104,775
3.2 Problem Area SSES - Engineering Field Services (6.3.4.2):	\$ 45,000
3.3 Problem Area SSES - Construction & Admin. Svc (6.3.4.7):	\$ 50,600
3.4 Problem Area SSES – Resident Inspection (6.3.4.8):	\$ 75,000

D. SIGNATURES

This Amendment No. 2 agreement is executed in \_\_\_\_ originals. IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

WITNESSES

\_\_\_\_\_  
\_\_\_\_\_

FOR THE CITY OF PICAYUNE  
STATE OF MISSISSIPPI

BY: \_\_\_\_\_  
Edward Pinero, Ph.D, Mayor

Date: \_\_\_\_\_

ENGINEERING:

HARTMAN ENGINEERING, INC.

WITNESSES

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Manish Mardia, P.E.,  
Senior Vice President

Date: \_\_\_\_\_

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouquet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE PAYMENT REQUEST FROM HARTMAN ENGINEERING, INC.**

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve and authorize payment request from Hartman Engineering, Inc. in the amount of \$36,684.65 for Professional Services from January 1, 2010 to January 31,2010.

# Hartman Engineering, Inc.

City of Picayune Water and Wastewater Infrastructure Improvements  
 (EPA SPAP Grant)  
 Professional Services From January 1, 2010 to January 31, 2010  
 EPA Project XP-97477403-2  
 HEI Invoice No. 21-019-04-20

	<u>Estimated</u>	<u>%</u>	<u>Fee To Date</u>	<u>Less Previous</u>	<u>Fee This</u>
	<u>Fee</u>	<u>Complete</u>			<u>Invoice</u>
Page 1 of 3					
<b>HEI Contract (March 29, 2004)</b>					
<b>Task 1:</b>					
Facility Plan and EID Preparation (NTE)	\$ 259,000.00	99.42%	\$ 257,487.59	\$ 257,487.59	\$ -
<b>Task 2:</b>					
Collection Temporary Rainfall & Flow Data (NTE)	\$ 100,000.00	100.00%	\$ 99,997.09	\$ 99,997.09	\$ -
<b>TOTAL</b>	<b>\$ 359,000.00</b>	<b>99.58%</b>	<b>\$ 357,484.68</b>	<b>\$ 357,484.68</b>	<b>\$ -</b>
<b><u>TOTAL THIS PAGE DUE THIS INVOICE</u></b>					<b><u>\$ -</u></b>

City of Picayune Water and Wastewater Infrastructure Improvements  
 (EPA SPAP Grant)  
 Professional Services From January 1, 2010 to January 31, 2010  
 EPA Project XP-97477403-2  
 HEI Invoice No. 21-019-04-20

	Contract Fee	Complete	Fee To Date	Less Previous	Fee This Invoice
		%			
Task 1 Facility Plan and EID Preparation	\$ 259,000.00	99.42%	\$ 257,487.59	\$ 257,487.59	\$ -
Task 2 Collection Temporary Rainfall & Flow Data	\$ 100,000.00	100.00%	\$ 99,997.09	\$ 99,997.09	\$ -
Task 3 Sewer System - Problem Area SSES - Phase 30 *	\$ 275,375.00	69.68%	\$ 191,883.75	\$ 185,826.25	\$ 6,057.50
Task 6 Engineering and Design - Collection System Upgrades - Phase 40	\$ 213,300.00	48.47%	\$ 103,385.46	\$ 89,047.41	\$ 14,338.05
Task 7 Sewer Rehabilitation - Construction Services, Resident Inspection - Phase 50	\$ 267,357.00	6.09%	\$ 19,469.10	\$ 3,180.00	\$ 16,289.10
<b>Total Project</b>	<b>\$ 1,115,032.00</b>	<b>60.29%</b>	<b>\$ 672,222.99</b>	<b>\$ 635,538.34</b>	<b>\$ 36,684.65</b>
<b>TOTAL THIS DUE THIS INVOICE</b>					<b>\$ 36,684.65</b>

\*NOTE: This amount and total for field services reflects a reduction by \$ 530,110 for the public bid contract for Picayune SSES Field Services per MDEQ comments and letter dated May 7, 2008. HEI contract with The City of Picayune will be amended to reduce fees for engineering services by the same amount.

**City of Picayune Water and Wastewater Infrastructure Improvements  
(EPA SPAP Grant)**

**Professional Services From January 1, 2010 to January 31, 2010  
EPA Project XP-97477403-2  
HEI Invoice No. 21-019-04-20**

	Contract Fee	%	Fee To Date	Less Previous	Fee This Invoice
<b>Page 2 of 3</b>					
<b>HEI Contract Amendment No.1 (Oct. 22, 2007)</b>					
<b>Task 3 Sewer System - Problem Area SSES - Phase 30</b>					
3.1 PA SSES - Engineering Services (LS)	\$ 104,775.00	97.00%	\$ 101,631.75	\$ 99,536.25	\$ 2,095.50
3.2 PA SSES - Engineering	\$ 45,000.00 *	0.00%	\$ -	\$ -	\$ -
3.3 PA SSES - Construction & Admin. Svc.	\$ 50,600.00	57.00%	\$ 28,842.00	\$ 25,300.00	\$ 3,542.00
3.4 PA SSES - Resident Inspection	\$ 75,000.00	81.88%	\$ 61,410.00	\$ 60,990.00	\$ 420.00
<b>Subtotal Task 3</b>	<b>\$ 275,375.00</b>	<b>69.68%</b>	<b>\$ 191,883.75</b>	<b>\$ 185,826.25</b>	<b>\$ 6,057.50</b>
<b>Task 6 Engineering and Design - Collection System Upgrades - Phase 40</b>					
6.1 CSU - Engineering Services (LS)	\$ 95,587.00	90.00%	\$ 86,028.30	\$ 71,690.25	\$ 14,338.05
6.2 CSU - Supplemental Services (See Attached)	\$ 16,000.00	75.94%	\$ 12,150.40	\$ 12,150.40	\$ -
6.3 PAR - Engineering Services (LS)	\$ 86,063.00	0.00%	\$ -	\$ -	\$ -
6.4 PAR - Supplemental Services (See Attached)	\$ 15,650.00	33.27%	\$ 5,206.76	\$ 5,206.76	\$ -
<b>Subtotal Task 6</b>	<b>\$ 213,300.00</b>	<b>48.47%</b>	<b>\$ 103,385.46</b>	<b>\$ 89,047.41</b>	<b>\$ 14,338.05</b>
<b>Task 7 Sewer Rehabilitation - Construction Services, Resident Inspection - Phase 50</b>					
7.1 CSU - Construction & Admin Svc (LS)	\$ 55,794.00	15.00%	\$ 8,369.10	\$ -	\$ 8,369.10
7.2 CSU - Resident Inspection (Hourly)	\$ 75,000.00	14.80%	\$ 11,100.00	\$ 3,180.00	\$ 7,920.00
7.3 PAR - Construction & Admin Svc (LS)	\$ 61,563.00	0.00%	\$ -	\$ -	\$ -
7.4 PAR - Resident Inspection (Hourly)	\$ 75,000.00	0.00%	\$ -	\$ -	\$ -
<b>Subtotal Task 7</b>	<b>\$ 267,357.00</b>	<b>6.09%</b>	<b>\$ 19,469.10</b>	<b>\$ 3,180.00</b>	<b>\$ 16,289.10</b>
<b>TOTAL</b>	<b>\$ 756,032.00 *</b>	<b>41.63%</b>	<b>\$ 314,738.31</b>	<b>\$ 278,053.66</b>	<b>\$ 36,684.65</b>
<b>TOTAL THIS PAGE DUE THIS INVOICE</b>					<b>\$ 36,684.65</b>

\*NOTE: This amount and total for field services reflects a reduction by \$ 530,110 for the public bid contract for Picayune SSES Field Services

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouquet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE PROGRESS PAYMENT #2 TO PLASS, INC.**

Motion was made by Council Member Breland, seconded by Council Member Lane to approve and authorize Progress Payment #2 to Plaas, Inc. for the South Beech Force Main Upgrade Project in the amount of \$86,747.40 on EPA Project No. XP-97477403-1.

Job No. 06-07-7062  
Project No. XP-97477403-1

Invoice No. 2010-004  
Invoice Date 2/16/2010

Plas Inc. Invoice Number 2/16/2010

Page One of Two

**APPLICATION AND CERTIFICATE FOR PAYMENT**

AIA DOCUMENT G702 (Instructions on reverse side)

PROJECT:  
South Beech Force Main  
Wastewater Infrastructure Improvements  
US EPA Region 4 Project #XP-97477403-1

APPLICATION NO. 06-07-7062-002  
PERIOD TO 2/16/2010  
PROJECT NO. XP-97477403-1

Distribution to:  
OWNER   
ENGINEER   
CONTRACTOR

VIA ENGINEER:  
Hartman Engineering, Inc.  
105 Street A  
Piquette, MS 39466

CONTRACTOR:  
Plas Incorporated  
815 South Beech Street  
Piquette, MS 39466

CONTRACT DATE:  
December 3, 2009

CONTRACT FOR: \$224,850.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, after notice 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 shows herein a new due

1. ORIGINAL CONTRACT SUM \$ 224,850.00  
2. Net change by Change Orders \$ 0.00  
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 224,850.00  
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 171,379.15

5. RETAINAGE:  
a. 10.0% of Completed Work (Column D + E on G703) \$ 17,137.92  
b. of Stored Material (Column F on G703) \$  
Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 17,137.92

6. TOTAL EARNED LESS RETAINAGE \$ 154,241.24  
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 67,493.84  
8. CURRENT PAYMENT DUE \$ 86,747.40  
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 70,608.77

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has been completed 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.....\$ 86,747.40  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER: Breland A. Muehle, P.E. Date: 2/22/2010  
By: Breland A. Muehle, P.E.

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>NET CHANGES by Change Order</b>	<b>\$0.00</b>	<b>\$0.00</b>

AIA DOCUMENT G702 APPLICATION AND CERTIFICATE FOR PAYMENT 1992 EDITION  
THE AMERICAN INSTITUTE OF ARCHITECTS, 1745 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-6292

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gougnet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE FOR PAYMENT REQUISITION # 16 FOR THE DOWNTOWN REVITALIZATION PROJECT**

Motion was made by Council Member Watkins, seconded by Council Member Lane to accept and approve for payment Requisition # 16 for the Downtown Revitalization Project in the amount of \$216,213.83 (\$205,966.77 to Huey Stockstill, Inc. and \$10,247.06 to Neel Schaffer) and to disburse the payments as requested.

CITY OF PICAYUNE  
DOWNTOWN IMPROVEMENTS  
KATRINA COMMUNITY REVITALIZATION  
CDBG REQUISITION FORM

REQUISITION NUMBER: 16

PROJECT NUMBER R-109-297-02-KCR

DATE: March 2, 2010

BANK ACCOUNTS NO: \_\_\_\_\_

PAYABLE TO:	AMOUNT:
Huey Stockstill, Inc.	\$205,966.77 (CDBG)
Neel-Schaffer	\$ 1,964.17
	8,282.89
	\$ 10,247.06 (CDBG)

APPROVED:

BY: \_\_\_\_\_  
Mayor

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouquet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**WAIVE PLANNING COMMISSION FEES**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to approve request to waive Planning Commission fees to subdivide City owned property located in Industrial Park.

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE CHANGE ORDER #5 FOR THE FIRE STATION**

Motion was made by Council Member Bumpers, seconded by Council Member Watkins to authorize Change Order # 5 for the Fire Station by increasing the contract amount by \$27,546.49.

REGULAR MEETING MARCH 2, 2010

CONTRACT CHANGE ORDER

OWNER: City of Picayune

CONTRACTOR: ReflecTech, Inc.

DATE: March 2, 2010

CHANGE ORDER NUMBER: 5

CONTRACT NUMBER: Picayune Fire Station

PROJECT NAME: Picayune Fire Station

REASON FOR CHANGE: See items below.

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS.  
(USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT COST	TOTAL CONTRACT COST
1	Add Mop Sink in Bay	\$1,921.25	\$1,921.25
2	Add Drinking Fountain Upstairs in Living Area	\$1,523.75	\$1,523.75
3	Move and Change Lights in Stairwell	\$414.05	\$414.05
4	Additional Lights in Battalion Chief's Office	\$289.84	\$289.84
5	Move Door in Chief's Office	\$480.00	\$480.00
6	Add Closet Upstairs	\$1,400.00	\$1,400.00
7	Add Time Delays on AC Units	\$556.00	\$556.00
8	Add Fence with Slats on North Property Line	\$6,704.50	\$6,704.50
9	Add Vinyl Fence around AC Units	\$2,438.00	\$2,438.00
10	Install Wood Window Sills and Aprons	\$533.00	\$533.00
11	Move Light Switch in Kitchen Area	\$132.50	\$132.50
12	Upgrade Metal Blinds to Faux Wood Blinds	\$321.00	\$321.00
13	Install Hot Water Circulation System	\$5,909.50	\$5,909.50
14	Delete 3 Hand Dryers in Downstairs Bathrooms	(\$933.13)	(\$933.13)
15	Delete 2 Sanitary Waste Fixtures	(\$111.04)	(\$111.04)
16	Delete 3 Toilet Seat Cover Dispensers	(\$143.30)	(\$143.30)
17	Delete Wall in Room 114	(\$306.41)	(\$306.41)
18	Delete Counters and Book Shelf units in Various Rooms	(\$2,623.50)	(\$2,623.50)
19	Delete Glass Door between Rooms 102 and 104	(\$1,079.88)	(\$1,079.88)
20	Delete 100' of Curbing Across Back Drive	\$129.85	\$129.85
21	Add 22 Letters on Sign	\$233.20	\$233.20
22	Raise Suspended Ceiling in Gym above Stair Climber	\$2,850.00	\$2,850.00
23	Add Stainless Steel Backsplash below Vent Hood	\$249.00	\$249.00
24	Add Door Sweeps to the Top of Bay Doors	\$1,457.50	\$1,457.50
25	Add 6 Door Remotes for Bay Doors	\$1,470.75	\$1,470.75
26	Additional Wiring for Fan and Louver Interface in Bays	\$1,351.16	\$1,351.16
27	Additional Electrical Panel for Various Electrical Additions	\$2,378.90	\$2,378.90
<b>TOTAL CONTRACT CHANGE:</b>			\$27,546.49
ORIGINAL CONTRACT AMOUNT:			\$ 1,697,400.00
CURRENT CONTRACT AMOUNT:			\$ 1,816,117.82
THIS CONTRACT CHANGE:			\$27,546.49
REVISED CONTRACT AMOUNT:			\$ 1,843,664.31

CURRENT CONTRACT COMPLETION DATE:	October 5, 2009
TIME EXTENSION REQUIRED BY CHANGE:	151 Days
REVISED CONTRACT COMPLETION DATE:	March 5, 2010
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.	

RECOMMENDED BY: <u></u> ENGINEER	<u>2-22-10</u> DATE
ACCEPTED BY: <u></u> CONTRACTOR	<u>23 Feb. 2010</u> DATE
APPROVED BY: _____ OWNER	_____ DATE
APPROVED BY: _____ FUNDING AGENCY	_____ DATE

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE MAYOR TO EXECUTE CHANGE ORDER #1 FOR THE FIRE STATION ACCESS ROAD**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to authorize Mayor to execute Change Order #1 for the Fire Station Access Road by decreasing the contract amount of \$23,935.00.

CONTRACT CHANGE ORDER			
OWNER: <u>City of Picayune</u>			
CONTRACTOR: <u>Huey Stockstill, Inc.</u>			
DATE: <u>March 2, 2010</u>			
CHANGE ORDER NUMBER: <u>1</u>		CONTRACT NUMBER: <u>Picayune Fire Station</u>	
PROJECT NAME: <u>Picayune Fire Station</u>			
REASON FOR CHANGE: <u>This is a Summary Change Order to adjust Plan Quantities to Final Quantities.</u>			
<small>YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS (USE ADDITIONAL SHEETS IF REQUIRED)</small>			
ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT COST	TOTAL CONTRACT COST
	See Attached Sheet for Details		
<b>TOTAL CONTRACT CHANGE:</b>			(\$23,935.00)
ORIGINAL CONTRACT AMOUNT:			\$ 411,568.90
CURRENT CONTRACT AMOUNT:			\$ 411,568.90
THIS CONTRACT CHANGE:			(\$23,935.00)
REVISED CONTRACT AMOUNT:			\$ 387,633.90
CURRENT CONTRACT COMPLETION DATE:			March 4, 2009
TIME EXTENSION REQUIRED BY CHANGE:			366 Days
REVISED CONTRACT COMPLETION DATE:			March 5, 2010
<small>THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY</small>			

RECOMMENDED BY:   
ENGINEER

ACCEPTED BY:   
CONTRACTOR

APPROVED BY: \_\_\_\_\_  
OWNER

APPROVED BY: \_\_\_\_\_  
FUNDING AGENCY

2-22-10  
DATE

2-22-10  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

City of Cayune  
 Fire Station Access Road  
 2006 Katrina Supplemental CDBG Project # R-103-297-01-KCR  
 Change Order #1 - Summary

Bid Items			Original Contract			Change Order #1 - Summary		
Pay Item	Description	Unit	Plan Qty	Unit Price	Subtotal	Final Qty.	This Contract Change	Subtotal
S-200-A	Mobilization	LS	1	\$ 22,000.00	\$ 22,000.00	1	\$ -	\$ 22,000.00
S-201-A	Clearing & Grubbing	LS	1	\$ 2,000.00	\$ 2,000.00	1	\$ -	\$ 2,000.00
S-202-B	Removal of Concrete Headwall	EA	1	\$ 2,000.00	\$ 2,000.00	1	\$ -	\$ 2,000.00
S-202-C	Removal of Concrete Curt	LF	920	\$ 7.00	\$ 6,440.00	920	\$ -	\$ 6,440.00
S-203-A	Unclassified Excavation (PM)	CY	1235	\$ 15.00	\$ 18,525.00	1333	\$ 1,470.00	\$ 19,995.00
S-203-J	Stripping Excavation (FM)	CY	540	\$ 15.00	\$ 8,100.00	540	\$ -	\$ 8,100.00
S-205-A	Structure Excavation	CY	45	\$ 11.00	\$ 495.00	45	\$ -	\$ 495.00
S-211-A	Topsoil for Slope Treatment	SY	3680	\$ 2.00	\$ 7,360.00	3680	\$ -	\$ 7,360.00
S-212-A	Agricultural Limestone	TON	1.5	\$ 110.00	\$ 165.00	1.5	\$ -	\$ 165.00
S-212-B	Commercial Fertilizer (13-13-13)	TON	0.23	\$ 1,000.00	\$ 230.00	0.23	\$ -	\$ 230.00
S-212-F	Ammonium Nitrate	TON	0.075	\$ 1,000.00	\$ 75.00	0	\$ (75.00)	\$ -
S-214-A	Seeding	ACRE	0.76	\$ 2,000.00	\$ 1,520.00	0.76	\$ -	\$ 1,520.00
S-215-A	Vegetative Materials for Mulch	TON	1.5	\$ 500.00	\$ 750.00	1.5	\$ -	\$ 750.00
S-233-A	Temporary Silt Fence	LF	1900	\$ 1.00	\$ 1,900.00	0	\$ (1,900.00)	\$ -
S-235-A	Temporary Erosion Checks	BALE	20	\$ 10.00	\$ 200.00	0	\$ (200.00)	\$ -
S-304-A	Granular Material (F.M.) (Class 9, Group B)	CY	4420	\$ 16.00	\$ 70,720.00	3851.14	\$ (9,101.76)	\$ 61,618.24
S-403-A	Hot Mix Asphalt Pavement (ST) (9.5 mm)	TON	750	\$ 114.00	\$ 85,500.00	708.94	\$ (4,680.84)	\$ 80,819.16
S-403-A	Hot Mix Asphalt Base Course (ST) (19-mm)	TON	1020	\$ 100.00	\$ 102,000.00	882.76	\$ (13,724.00)	\$ 88,276.00
S-408-A	Asphalt for Prime Coat (EA-1)	GAL	1478	\$ 0.05	\$ 73.90	0	\$ (73.90)	\$ -
S-601-B	Class B Structural Concrete, Minor Structures (Headwall)	CY	0.84	\$ 4,200.00	\$ 3,528.00	0.84	\$ -	\$ 3,528.00
S-603-C-A	15" Reinforced Concrete Pipe, Class III	LF	40	\$ 48.00	\$ 1,920.00	40	\$ -	\$ 1,920.00
S-603-C-A	18" Reinforced Concrete Pipe, Class III	LF	32	\$ 60.00	\$ 1,920.00	40	\$ 480.00	\$ 2,400.00
S-603-C-A	24" Reinforced Concrete Pipe, Class III	EA	228	\$ 51.00	\$ 11,628.00	228	\$ -	\$ 11,628.00
S-609-A	Concrete Gutter	LF	133	\$ 17.00	\$ 2,261.00	409.5	\$ 4,700.50	\$ 6,961.50
S-609-D	Combination Concrete Curb & Gutter	LF	2370	\$ 15.00	\$ 35,550.00	2324	\$ (690.00)	\$ 34,860.00
S-618-A	Maintenance of Traffic	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ -	\$ 5,000.00
S-618-B	Additional Construction Signs	SF	10	\$ 14.00	\$ 140.00	0	\$ (140.00)	\$ -
S-621-E-2	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 mils)	MILE	0.5	\$ 10,000.00	\$ 5,000.00	0.5	\$ -	\$ 5,000.00
S-621-H-2	Thermoplastic Legend (White) (90 mils)	SF	32	\$ 10.00	\$ 320.00	32	\$ -	\$ 320.00
S-630-A	Reflectorized Traffic Warning Sign (Encapsulated Lens)	EA	3	\$ 120.00	\$ 360.00	3	\$ -	\$ 360.00
S-630-B	Reflectorized Traffic Regulatory Sign (Encapsulated Lens)	EA	3	\$ 120.00	\$ 360.00	3	\$ -	\$ 360.00
S-805-A	Reinforcement Steel (Headwall)	LB	88	\$ 6.00	\$ 528.00	88	\$ -	\$ 528.00
901-S-604-D	(3'x5) SS-2 Inlets (0'-6")	EA	3	\$ 3,000.00	\$ 9,000.00	3	\$ -	\$ 9,000.00
901-S-604-E	(3'x5) SS-2 Inlets (0'-6") with 5' Extension	EA	1	\$ 4,000.00	\$ 4,000.00	1	\$ -	\$ 4,000.00
<b>TOTAL BID:</b>					\$ 411,568.90	<i>Final Contract Total:</i>	\$ (23,935.00)	\$ 387,633.90

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouquet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE FOR PAYMENT REQUISITION #16 FOR CDBG PROJECT FOR FIRE STATION AND THE FIRE STATION ACCESS ROAD**

Motion was made by Council Member Breland, seconded by Council Member Watkins to accept and approve for payment Requisition #16 for CDBG Project # R-103-297-01-KCR for the Fire Station and the Fire Station Access Road in the amount of \$175,486.56 (\$10,830.00 to Huey Stockstill, Inc., \$158,794.76 to Reflect Tech, Inc., \$3,361.80 to Dungan Engineering and \$2,500.00 to Sample & Associates) and to disburse funds as requested.

CITY OF PICAYUNE 2006 KATRINA SUPPLEMENTAL CDBG COMMUNITY REVITALIZATION REQUISITION FORM	
REQUISITION NUMBER: <u>16</u>	PROJECT NUMBER <u>R-103-297-01-KCR</u>
DATE: <u>March 2, 2010</u>	BANK ACCOUNTS NO: _____
PAYABLE TO:	AMOUNT:
Huey Stockstill, Inc.	\$ 10,830.00 (CDBG)
Reflec Tech, Inc.	\$ 40,442.27 \$ 118,352.49
	\$ 158,794.76 (CDBG)
Dungan Engineering	\$ 3,361.80 (CDBG)
Sample & Associates	\$ 2,500.00 (CDBG)
	\$ 175,486.56
APPROVED: _____	
BY: _____ MAYOR	

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouquet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE MAYOR TO EXECUTE CONTRACT AND NOTICE TO PROCEED WITH WEBSTER ELECTRIC COMPANY FOR THE FUEL FARM GENERATOR**

Motion was made by Council Member Watkins, seconded by Council Member Breland to authorize Mayor execute the contract with Webster Electric Company for the Fuel Farm Generator and to execute the Notice to Proceed.

Webster Electric Co., Inc. PO Box 8129 Meridian, MS 39303	<b>NOTICE TO PROCEED</b> Date: <u>3/15/10</u> Project: <u>Fuel Farm Generator</u> <u>Picayune, Mississippi</u>
---	---

You are hereby notified to commence WORK in accordance with the Agreement dated the 23<sup>rd</sup> Day of March, 2010, on or before 25 MARCH, 2010, and you are to complete the WORK within 120 consecutive calendar days thereafter. The date of completion of all WORK is therefore 23 July, 2010.

Mayor and City Council of the City of Picayune  
By Edward Pinero  
Title Mayor

ACCEPTANCE OF NOTICE  
Receipt of the above NOTICE TO PROCEED is hereby acknowledged  
by Webster Electric Co., Inc.  
this the \_\_\_\_\_ day of \_\_\_\_\_, 2010  
By Sam D. Wilson  
Title PRESIDENT



Exhibit F-12 Page 1

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouquet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**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 Lane to enter closed session to determine the need for an executive session.

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**RETURN TO REGULAR SESSION**

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

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ORDER TO RE-ENTER EXECUTIVE SESSION**

Motion was made by Council Member Watkins, seconded by Council Member Lane to enter executive session to discuss the following:

Contract with XL Specialty Insurance  
Possible zoning litigation  
Contractual Matter with Dungan Engineering  
Personnel Matter

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**RETURN TO REGULAR SESSION**

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

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE PAYMENT TO SCOTT FARVE FROM INSURANCE PROCEEDS**

Motion was made by Council Member Gouguet, seconded by Council Member Breland to approve and ratify undisclosed and confidential settlement with XL Specialty Insurance, ICAT and Boulder Claims, LLC on the terms set out in Release of Confidentiality Agreement; authorize City Manager to sign said agreement; effect the terms of the Agreement; and, pay the public adjuster in accordance with Confidentiality Agreement.



**FULL AND FINAL RELEASE AND INDEMNITY AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

**WHEREAS, CITY OF PICAYUNE** acknowledges that it has previously received combined payments totaling \$810,495.66, under a policy of insurance issued to City of Picayune by XL Specialty Insurance Company (Policy No. ICS2366100020501), (hereinafter "the subject policy").

**BE IT KNOWN THAT,** for and in consideration of the additional payment of THREE HUNDRED THOUSAND DOLLARS AND 00/100 (\$300,000.00), said payment to be made by check payable to "City of Picayune," plus other good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, CITY OF PICAYUNE (by and through its authorized representative, (hereinafter the "Undersigned")), does hereby fully and finally release, acquit and forever discharge, XL Specialty Insurance Company, International Catastrophe Insurance Managers, LLC (ICAT), and Boulder Claims, LLC, their officers, directors, employees, insureds, agents, insurers, bonding companies, servants, successors, parent companies, subsidiary companies, attorneys, legal representatives and all other affiliated persons, firms, corporations, associations or partnerships, (the "released parties" or "releasees"), of and from any and all claims of any kind which have accrued or which may hereafter accrue to City of Picayune, or any person, corporation or entity of any kind claiming recovery directly or by or through the City of Picayune under a policy of insurance issued to the City of Picayune by XL Specialty Insurance Company (Policy No. ICS2366100020501) (hereinafter "the subject policy"), for payment of any insurance proceeds of any kind under the "subject policy" which are the result of or arise out of Hurricane Katrina, including but not limited to any and all claims for property damage of any kind, building damage, business personal property damage, business

income loss, improvements and betterments, and any and all coverages which may be afforded by the "subject policy," and including any all any all other claims for damages of any kind, expenses, costs, attorneys' fees, punitive damages, extra-contractual damages, or losses of any kind arising out of or in any way related to any claim, investigation, or payment for policy proceeds of any kind under the "subject policy."

The City of Picayune, by that through the "Undersigned," on behalf of itself, and any person, corporation or entity of any kind claiming any direct right of recovery, or right of recovery by or through City of Picayune, does hereby specifically release and discharge the "released parties" for any and all alleged wrongful or negligent acts or omissions of any kind, and any and all damages, expenses, costs or losses of any kind including but not limited to all claims for compensatory damages, extra-contractual damages, punitive damages and attorney's fees and damages or expenses of any kind which are the subject of, or could have been the subject of, the litigation filed by City of Picayune styled: *City of Picayune, a Mississippi Municipality vs. XL Specialty Insurance Company*, in the Circuit Court of Pearl River County, Mississippi, Cause No. 2009-0531P, (hereinafter referred to as "referenced litigation").

In further consideration of such payment, the City of Picayune does further acknowledge complete accord and satisfaction of the claims and demands heretofore made in the "referenced litigation," and it is further understood, covenanted, agreed and warranted that, as a part of this settlement, any and all claims asserted by the City of Picayune in the "referenced litigation" have been or be will dismissed in their entirety with prejudice, as to all parties, for any rights or causes of action accrued or accruing to the City of Picayune or anyone else claiming any direct right of recovery, or assigned or subrogated right of recovery by or through the City of Picayune.

The City of Picayune furthermore does hereby expressly stipulate and agree that, in consideration of the aforesaid payment, to indemnify and hold forever harmless the said "releasees" and each of them against any and all further claims, demands, or actions in law or equity, known or unknown, whether such claims are valid or not, which may now exist or which may hereafter at any time be made or brought by the City of Picayune, or by any person, company or entity of any kind on behalf of or by way of assignment from or subrogation through the City of Picayune, or by anyone claiming contribution or indemnity or direct right of recovery as a consequence of any claim asserted by or on behalf of the City of Picayune for recovery of policy proceeds from the "subject policy" arising out of or relating to Hurricane Katrina and/or the "referenced litigation". City of Picayune promises, warrants and covenants that an Agreed Judgment of Dismissal with Prejudice as to all parties involved in the "referenced litigation" has been or will be entered.

The City of Picayune further promises, warrants and covenants that, following this settlement, there are no unsatisfied liens in favor of any subrogated or assigned interest holder, mortgagor, loss payee, insured, insurer, public adjuster, or governmental entity of any kind, or anyone else, arising out of or relating to Hurricane Katrina and its claim for insurance proceeds under the "subject policy", and/or the "referenced litigation". The City of Picayune further promises, warrants and covenants that if there remain any unsatisfied liens in favor of any interest holder, or mortgagor, loss payee, insured, insurer, public adjuster or governmental entity of any kind, pertaining to any claim for recovery of money damages or insurance proceeds under the "subject policy", then any such lien or liens will be satisfied by the City of Picayune out of the settlement proceeds paid in this settlement. The City of Picayune releases, acquits, and warrants and covenants to hold "releasees" harmless and indemnify, defend, and protect

“releasees” from any and all claims, whether such claims are valid or not, which may now or hereafter be asserted by anybody either directly or on behalf of or by way of assignment from or subrogation through the City of Picayune, or by anyone claiming contribution or indemnity or direct right of recovery under the “subject policy”.

It is agreed and understood by the City of Picayune that this Full and Final Release and Indemnity Agreement evidences a contractual obligation by it to ensure that the “released parties” are fully and finally released and held harmless for any claim for money payments or damages of any kind arising out of the “subject policy”, and that the “released parties” will not incur or be subjected to any expenses, costs, attorneys’ fees, or damages of any kind as a result of any claims for payment, whether such claims are valid or not, by anybody arising out of the “subject policy.”

It is further agreed and understood that, in making this settlement, the parties herein released do not admit any liability to the City of Picayune, or anyone else, for the amount paid herein, that such liability is hereby expressly denied in the settlement, which is in compromise of disputed claims.

It is agreed and understood that the monetary consideration named above is the sole and only consideration for this Full and Final Release and Indemnity Agreement and that no antecedent or contemporaneous promises, statements, or representations have been made to the City of Picayune by any of the parties herein released, or anyone for them, as a part of the consideration for this Full and Final Release and Indemnity Agreement, or for the purpose of inducing the execution of the same.

The City of Picayune further stipulates and warrants that, in the event that any warranty or promise contained herein is breached, it will defend, indemnify, and hold the “releasees”

harmless as to any and all claims, damages, costs or expenses arising out of or relating to any claim for payment under "subject policy".

The City of Picayune further stipulates and warrants that they it has executed this instrument, by and through its authorized representative, fully aware of its content and legal import; and further, the City of Picayune agrees that if there are any mistakes in this document which result in anything less than a full and final release and agreement to indemnify as to all claims which may be asserted by City of Picayune, or anyone claiming assignment, subrogation, contribution, indemnity or direct right of recovery as a consequence of, relating to, or arising out of the claim for payment proceeds under the "subject policy," and/or the occurrence which was the basis for the "referenced litigation," then the City of Picayune will do all that is necessary to effectuate a full and final release and agreement to indemnify.

WITNESS OUR SIGNATURES, this \_\_\_\_ day of \_\_\_\_\_, 2010.

CITY OF PICAYUNE

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

APPROVED, AGREED, AND CONSENTED TO:

\_\_\_\_\_  
Nathan S. Farmer, Esq.  
Attorney for City of Picayune

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

AFFIDAVIT

PERSONALLY APPEARED BEFORE ME, the undersigned authorized representative for the City of Picayune, \_\_\_\_\_, who, being first duly sworn, on oath states that he did sign and deliver the above and foregoing Full and Final Release and Indemnity Agreement on the day and year therein mentioned and for the intent and purposes therein set forth; further, that he has read the above and foregoing Full and Final Release and Indemnity Agreement and it has been fully explained to him by the attorney for the City of Picayune, and he fully understands the contents of this instrument in full and without reservation, and fully, finally and forever agrees to same on behalf of the City of Picayune.

SWORN TO AND SUBSCRIBED before me, this the \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPOINT DUNGAN ENGINEERING AS CITY ENGINEERS**

Motion was made by Council Member Lane, seconded by Council Member Breland to appoint Dungan Engineering as City Engineers and to pay them a retainer of \$750.00 per month for as long as this relationship exists.

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO AMEND AGENDA TO CONSIDER REQUEST TO PROCEED WITH FORECLOSURE ON NATIONAL HOME FURNISHINGS**

Motion was made by Council Member Watkins, seconded by Council Member Lane to amend the agenda to consider request to proceed with foreclosure on National Home Furnishings, Win Win Properties, LLC & J J Engerman.

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**PROCEED WITH FORECLOSURE ON NATIONAL HOME FURNISHINGS**

Motion was made by Council Member Watkins, seconded by Council Member Lane to authorize City Attorney to proceed with foreclosure on National Home Furnishings, Win Win Properties LLC and J J Engerman.

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, 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 Gouquet, seconded by Council Member Watkins to recess until Tuesday, March 16, 2010 at 5:00 pm.

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gouquet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

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Ed Pinero, Mayor

ATTEST:

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Priscilla Daniel, City Clerk