

**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, May 3, 2011, 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 Jim Luke and City Clerk Priscilla Daniel.

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

Opening prayer was given by Rev John L Goss, followed by the Pledge of Allegiance led by Mayor Ed Pinero.

ORDER TO APPROVE MINUTES

Motion was made by Council Member Lane, seconded by Council Member Watkins to approve the Minutes for the City of Picayune dated April 19, 2011.

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 Lane, seconded by Council Member Gouguet to approve the docket for May 3, 2011 in the amount of \$633,162.00.

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.

PROCLAIM MAY 1-7, 2011 NATIONAL GOODWILL WEEK

Motion was made by Council Member Breland, seconded by Council Member Gouguet to proclaim May 1-7, 2011 as National Goodwill Week.

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.

AT THIS TIME BRYAN DAWSEY WAS GIVEN THE OATH OF OFFICE AS PICAYUNE CHIEF OF POLICE BY PRISCILLA DANIEL, CITY CLERK, AND AS PINNED WITH THE FOUR STAR BAR BY FORMER CHIEF OF POLICE AND CURRENT CITY MANAGER, JIM LUKE.

KATHY REEVES, BYRON HILL AND JAMES JONES OF MS POWER GAVE AN UPDATE ON STREET LIGHTING AND POSSIBLE WAYS FOR CITY TO SAVE MONEY ON ELECTRIC BILL.

CITY MANAGER JIM LUKE GAVE AN UPDATE ON THE FRANK BROWN PROPERTY LOCATED ON EAST CANAL ST. CITY MANAGER STATED THAT MR. BROWN HAS MADE CONSIDERABLE PROGRESS ON THE CLEAN UP OF HIS PROPERTY AND IF HE CONTINUES AT THIS RATE, MR. BROWN SHOULD HAVE THE CLEAN UP COMPLETED WITHIN THE NEXT MONTH

APPROVE CHANGE ORDER #1 FOR THE 6" HIGH PRESSURE GAS MAIN LINE RELOCATION PROJECT

Motion was made by Council Member Lane, seconded by Council Member Breland to approve Change Order #1 for the 6" High Pressure Gas Main Line Relocation Project. The Change Order was to increase the total amount to \$524,335 and to extend the time 45 days until May 18, 2011.

CONTRACT CHANGE ORDER			
OWNER: <u>City of Picayune</u>			
CONTRACTOR: <u>Hensely R. Lee Contracting</u>			
DATE: <u>April 25, 2011</u>			
CHANGE ORDER NUMBER: <u>1</u>		CONTRACT NUMBER: <u>NA</u>	
PROJECT NAME: <u>6" High Pressure Gas Main Relocation</u>			
REASON FOR CHANGE: <u>Change 14 gauge tracer wire to 10 gauge tracer wire for durability during line placement. Add eleven (11) anodes to prevent tracer wire from corroding and locating gas main in the future. Add eleven (11) test points for connection of tracer equipment for locating gas main in the future. Add 500' of 6" HDPE high pressure gas line to complete relocation. Add additional time to allow contractor to complete additional items, punch list items and repair necessary items to achieve substantial completion.</u>			
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
	Change: 14 Gauge Tracer Wire to 10 Gauge Tracer Wire	\$ 1,800.00 (LS)	\$ 1,800.00
	Add: Eleven (11) Anodes for Protection and Location of Tracer Wire	\$ 4,455.00 (LS)	\$ 4,455.00
	Add: Eleven (11) Test Points for Connection of Tracer Wire	\$ 660.00 (LS)	\$ 660.00
	Add: 500 feet of 6" HDPE	\$ 27.83 (LF)	\$ 13,915.00
	Add: Additional Time For Substantial Completion and Receive Manufacturer Warranty		
TOTAL CONTRACT CHANGE:			\$ 20,830.00
ORIGINAL CONTRACT AMOUNT:			\$ 503,505.00
CURRENT CONTRACT AMOUNT:			\$ 503,505.00
THIS CONTRACT CHANGE:			\$ 20,830.00
REVISED CONTRACT AMOUNT:			\$ 524,335.00
CURRENT CONTRACT COMPLETION DATE:			April 4, 2011
TIME EXTENSION REQUIRED BY CHANGE:			45 Days
REVISED CONTRACT COMPLETION DATE:			May 18, 2011
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.			

RECOMMENDED BY: _____ ENGINEER _____ DATE _____

ACCEPTED BY: _____ CONTRACTOR _____ DATE _____

N:\1700C055\Documents\Contract Documents\Change Orders\CCO1.doc

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 CERTIFIED BID TABULATIONS FOR THE 2011 ELEVATED WATER TANK IMPROVEMENTS AND AWARD BID TO TANK PRO

Motion was made by Council Member Lane, seconded by Council Member Watkins to accept certified Bid Tabulations for the 2011 Elevated Water Tank Improvements and Award the Bid to Tank Pro, Inc for \$418,708.00 and authorize the Mayor to execute the contract with Tank Pro, Inc.



**2011 Elevated Water Tank Improvements
April 21, 2011 - 10:00 AM**

CONTRACTOR	COR	BASE BID
Tank Pro, Inc.	11406-SC	\$418,708.00
Professional Application Services, Inc.	12009-SC	\$419,022.00
Diamond Enterprise, Inc.	13501-SC	\$471,600.00
Utility Service Co., Inc.	11498-SC	\$493,500.00

A handwritten signature in black ink, appearing to read "B. Wallace", is written over a horizontal line.

Brooks Wallace, P.E.



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 PAYMENT ON INVOICE #2 TO DUNGAN ENGINEERING FOR PROFESSIONAL SERVICES ON THE GAS LINE RELOCATION PROJECT

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve payment on Invoice No. 2 to Dungan Engineering for Professional Services provided from February 19, 2011 to March 25, 2011 in the amount of \$24,750.00 on the Gas Line Relocation Project.



Engineering, PA
Consulting Engineers

April 08, 2011
Project No: 1700C055
Invoice No: 2

City of Picayune
815 North Beech Street
Picayune, MS 39466

Gas Line Relocation Project

Professional Services for the Period: February 19, 2011 to March 25, 2011

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Construction Phase	49,500.00	75.00	37,125.00	12,375.00	24,750.00
Total Fee	49,500.00		37,125.00	12,375.00	24,750.00
	Total Fee				24,750.00
	Total Project Invoice Amount				\$24,750.00

[Handwritten Signature]
4-15-11

Post Office Box 150, 1574 Highway 98 East, Columbia, MS 39429
Office 601-731-2600 Fax 601-736-2600

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 PAYMENT OF INVOICE #4 TO DUNGAN ENGINEERING FOR PROFESSIONAL SERVICES ON THE 2010 CITY WIDE PAVING PROJECT

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to approve payment of Invoice No. 4 to Dungan Engineering for Professional Services provided from February 19, 2011 to March 25, 2011 in the amount of \$26,910.00 on the 2010 City Wide Paving Project.



April 08, 2011
Project No: 1700C047
Invoice No: 4

City of Picayune
815 North Beech Street
Picayune, MS 39466

2010 City Wide Paving Project

Professional Services for the Period: February 19, 2011 to March 25, 2011

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Design Phase	276,000.00	100.00	276,000.00	276,000.00	0.00
Construction Phase	310,500.00	15.00	46,575.00	24,840.00	21,735.00
Materials Testing	34,500.00	15.00	5,175.00	0.00	5,175.00
Total Fee	621,000.00		327,750.00	300,840.00	26,910.00
	Total Fee				26,910.00
	Total Project Invoice Amount				\$26,910.00

BD WL
4-15-11

Post Office Box 150, 1574 Highway 98 East, Columbia, MS 39429
Office 601-731-2600 Fax 601-736-2600

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 PAY REQUEST #6 FROM HUEY STOCKSTILL, INC FOR THE 2010 CITY WIDE PAVING PROJECT

Motion was made by Council Member Lane, seconded by Council Member Watkins to approve Pay Request #6 from Huey Stockstill, Inc. and Certified Fuel Adjustment Calculation Sheet for Work Completed through April 15, 2011 for the 2010 City Wide Paving Project in the amount of \$275,267.45.

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Application and Certificate For Payment To Owner: CITY OF PICAYUNE 815 N BEECH ST PICAYUNE, MS 39466 From: HUEY STOCKSTILL INC (Contractor): P. O. BOX 758 130 HUEY STOCKSTILL ROAD PICAYUNE, MS 39466 Phone: 501 798-2981		Project: 2010 CITY OVERLAY PROJECT PICAYUNE, MS Contractor Job Number: 10097 Via (Architect): Contract For:	Application No: 6 Period To: 04/15/11 Architect's Project No: Contract Date:	Date: 04/15/2011
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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		
Totals		
Net change by change orders		

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: *[Signature]*
 By: *[Signature]* Date: 4-19-11
 State of: MISSISSIPPI
 Subscribed and sworn to before me this 19 day of April 2011.
 Elizabeth H. [Signature]
 Notary Public
 My commission expires: 1-1-2015

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: \$ 275,267.45

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 1,285,359.94
 Retainage
 5.0% of completed work 64,268.00
 0.0% of stored material 0.00
 Total retainage 64,268.00
 Total earned less retainage 1,221,091.94
 Less previous certificates of payment 945,824.49
 Current sales tax
 0.000% of taxable amount 0.00
 APPLY 3.5% TAX TO GROSS RECPTS
 Current sales tax 0.00
 Current payment due **275,267.45**
 Balance to finish, including retainage 5,137,793.51

Architect: *[Signature]*
 By: *[Signature]* Date: 4-20-11

This Certification 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.

Application and Certificate For Payment -- page 2

To Owner: CITY OF PICAYUNE Date: 04/15/11 Period To: 04/15/11
 From (Contractor): HUEY STOCKSTILL INC Contractor's Job Number: 10097
 Project: 2010 CITY OVERLAY PROJECT Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date		Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount		
00													
202-B	REMOVAL OF CONCRETE PAVEMENT	16.0000	393.000	SY	6,288.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
202-B1	REMOVAL OF CONCRETE CURB & GUTTER AND VALLEY CURB	8.0000	800.000	LF	6,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
203-A	UNCLASSIFIED EXCAVATION (FM) (RH)	13.0000	1246.100	CY	16,198.30	644.450	8,377.85	13.280	172.84	8,550.49	52.8	427.52	
304-H	SIZE 610 CRUSHED STONE BASE (AEA)	63.0000	27.000	CY	1,701.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
305-E	STABILIZER AGGREGATE FINE (LVM)	23.0000	33.750	CY	776.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
310-A	MIXING SHAPING & COMPACTION	0.7000	17560.000	SY	12,292.00	1515.000	1,060.50	0.00	0.00	1,060.50	8.6	53.03	43,698.48
403-A	HOT MIX ASPHALT ST 9.5 MM (SURFACE)	74.0000	63838.200	TN	4,724,026.80	9049.730	669,680.02	2760.670	204,289.58	11,810.400	873,969.60	18.5	6,319.10
403-A1	HOT MIX ASPHALT ST 9.5 MM (BASE REPAIR)	100.0000	2380.500	TN	238,050.00	1243.050	124,305.00	20.770	2,077.00	1263.820	126,382.00	53.5	6,237.16
403-B	HOT MIX ASPHALT ST 9.5 MM (LEVELING)	74.0000	5788.000	TN	428,312.00	1135.630	84,056.62	550.090	40,706.96	1685.720	124,743.28	29.1	1,995.71
403-A1	HOT MIX ASPHALT ST 1.25 MM (SURFACE)	74.0000	2320.800	TN	171,739.20	538.840	39,874.16	0.00	0.00	538.840	39,874.16	23.2	1,995.71
406-A	COLD MILLING OF BITUMINOUS PAVEMENT (ALL DEPTHS)	1.6000	191814.000	SY	306,902.40	1819.300	2,910.88	11868.900	18,990.24	13688.200	21,901.12	7.1	1,995.06
503-A	6 IN AND VARIABLE 4,000 PSI CONCRETE PAVEMENT (BROOM FINISH)	69.0000	393.000	SY	27,117.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
601-B	CLASS B STRUCTURAL CURB & GUTTER MANHOLE STRUCTURES	1,200.0000	13.500	CY	16,200.00	0.00	0.00	2.000	2,400.00	2,400.00	2,400.00	14.8	120.00
603-A	CONCRETE GUTTER (VALLEY)	20.0000	660.000	LF	13,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
609-D	COMBINATION CURB & GUTTER	25.0000	140.000	LF	3,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
619-D	ADJUSTMENT OF MANHOLES	110.0000	577.000	EA	63,470.00	87.000	9,570.00	28.000	3,080.00	115.000	12,650.00	19.9	632.50
613-D1	ADJUSTMENT OF INLETS	600.0000	150.000	EA	90,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
619D	ADJUSTMENT OF VALVE BOXES	55.0000	181.000	EA	9,955.00	17.000	935.00	6.000	330.00	23.000	1,265.00	12.7	63.25
618-A	MAINTENANCE OF TRAFFIC MOBILIZATION	11,000.0000	1.000	LS	11,000.00	10.00%	1,100.00	15.00%	1,650.00	25.00%	2,750.00	25.0	137.50
620-A	6 IN THERMOPLASTIC TRAFFIC STRIPE (SKIP WHITE)	90,000.0000	1.000	LF	90,000.00	50.00%	45,000.00	0.00%	0.00	50.00%	45,000.00	50.0	2,250.00
626-A	6 IN THERMOPLASTIC TRAFFIC STRIPE (CONT. WHITE)	0.5000	3356.000	LF	1,678.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
626-B	6 IN THERMOPLASTIC TRAFFIC EDGE STRIPE (CONT. WHITE)	0.5000	24439.000	LF	12,219.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Application and Certificate For Payment -- page 3

To Owner: CITY OF PICAYUNE
 From (Contractor): HUEY STOCKSTILL INC
 Project: 2010 CITY OVERLAY PROJECT

Application No: 6 Date: 04/15/11 Period To: 04/15/11
 Contractor's Job Number: 10097
 Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date		Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount		
626-E	6 IN THERMOPLASTIC T RAFFIC STRIPE (CONT. YELLOW)	0.5000	9712.000	LF	4,856.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00
626-F	6 IN THERMOPLASTIC EDGE STRIPE (CONT. YELLOW)	0.5000	24262.000	LF	12,131.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00
626-G	THERMOPLASTIC DETAIL STRIPE (WHITE)	1.0000	12994.000	LF	12,994.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00
626-G1	THERMOPLASTIC DETAIL STRIPE (YELLOW)	1.0000	5625.000	LF	5,625.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00
626-H	THERMOPLASTIC LEGEND (WHITE)	1.0000	24768.000	LF	24,768.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00
626-H1	THERMOPLASTIC LEGEND (WHITE)	5.0000	2384.000	SF	11,920.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00
626-G	THERMOPLASTIC DETAIL STRIPE (BLUE)	5.0000	2813.000	LF	14,565.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00
626-H	THERMOPLASTIC LEGEND (BLUE)	14.5000	728.000	SF	10,556.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00
627-P	TWO-WAY BLUE REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	5.0000	395.000	EA	1,975.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00
FUELADJ	FUEL & ASPHALT ADJUS TMENTS	1.0000	.000	EA	0.00	8754.700	8,754.70	16059.090	16,059.09	24813.790	24,813.79	0.0	1,240.69
Total					6,358,885.45		985,604.73		289,755.21		1,285,359.94		64,268.00
Application Total					6,358,885.45	985,604.73	289,755.21	1,285,359.94	64,268.00				

**CITY OF PICAYUNE
2010 CITY WIDE PAVING PROJECT
FUEL ADJUSTMENT CALCULATION SHEET**

DE PROJECT NO.: 1700c047 COUNTY: Pearl River INVOICE DATE : Apr. 15, 2010 BASE MONTH: August 2010

ITEM	UNIT	TYPE OF FUEL	ADJUSTMENT PERIOD * MON YEAR	QUANTITY DURING PAY PERIOD	GALS. PER UNIT	GALS. PER ITEM	PRICE DIFFERENTIAL CURRENT MONTH (MAR.) - BASE MONTH	FUEL ADJUSTMENT
1. Excavation (excluding structural and foundation)	Gals. / C.Y.	Gas	Mar. 2010	13.280	x 0.15	= 1.99	x <u>3.2909</u> - <u>2.4764</u> = <u>0.8145</u>	<u>\$1.62</u>
		Diesel			x 0.29	= 3.85	x <u>3.5919</u> - <u>2.6557</u> = <u>0.9362</u>	<u>\$3.61</u>
2. Granular Materials (including gravel, sand, clay, tarring & stabilizers)	Gals. / C.Y.	Gas	Mar. 2010		x 0.57	= 0.00	x <u>3.2909</u> - <u>2.4764</u> = <u>0.8145</u>	<u>\$0.00</u>
		Diesel			x 0.88	= 0.00	x <u>3.5919</u> - <u>2.6557</u> = <u>0.9362</u>	<u>\$0.00</u>
	Gals. / Ton	Gas	Mar. 2010		x 0.40	= 0.00	x <u>3.2909</u> - <u>2.4764</u> = <u>0.8145</u>	<u>\$0.00</u>
		Diesel			x 0.62	= 0.00	x <u>3.5919</u> - <u>2.6557</u> = <u>0.9362</u>	<u>\$0.00</u>
3. Mixing, Shaving & Compaction	Gals. / S.Y.	Gas	Mar. 2010		x 0.028	= 0.00	x <u>3.2909</u> - <u>2.4764</u> = <u>0.8145</u>	<u>\$0.00</u>
		Diesel			x 0.044	= 0.00	x <u>3.5919</u> - <u>2.6557</u> = <u>0.9362</u>	<u>\$0.00</u>
4. Soil, Cement, Water Mix	Gals. / S.Y.	Gas	Mar. 2010		x 0.028	= 0.00	x <u>3.2909</u> - <u>2.4764</u> = <u>0.8145</u>	<u>\$0.00</u>
		Diesel			x 0.044	= 0.00	x <u>3.5919</u> - <u>2.6557</u> = <u>0.9362</u>	<u>\$0.00</u>
		Asphalt			x 0.250	= 0.00	x <u>2.0635</u> - <u>1.9208</u> = <u>0.1427</u>	<u>\$0.00</u>
5. Soil, Lime, Water Mix	Gals. / S.Y.	Gas	Mar. 2010		x 0.028	= 0.00	x <u>3.2909</u> - <u>2.4764</u> = <u>0.8145</u>	<u>\$0.00</u>
		Diesel			x 0.044	= 0.00	x <u>3.5919</u> - <u>2.6557</u> = <u>0.9362</u>	<u>\$0.00</u>
		Asphalt			x 0.00	= 0.00	x <u>2.0635</u> - <u>1.9208</u> = <u>0.1427</u>	<u>\$0.00</u>
6. Plant Mix (Base)	Gals. / Ton	Gas	Mar. 2010	20.770	x 0.78	= 16.20	x <u>3.2909</u> - <u>2.4764</u> = <u>0.8145</u>	<u>\$13.20</u>
		Diesel			x 2.57	= 53.38	x <u>3.5919</u> - <u>2.6557</u> = <u>0.9362</u>	<u>\$49.97</u>
		Asphalt 5.25			x 12.46	= 258.70	x <u>2.0635</u> - <u>1.9208</u> = <u>0.1427</u>	<u>\$36.92</u>
7. Plant Mix (binder/leveling)	Gals. / Ton	Gas	Mar. 2010	550.090	x 0.78	= 429.07	x <u>3.2909</u> - <u>2.4764</u> = <u>0.8145</u>	<u>\$349.48</u>
		Diesel			x 2.57	= 1,413.73	x <u>3.5919</u> - <u>2.6557</u> = <u>0.9362</u>	<u>\$1,323.54</u>
		Asphalt 5.25			x 12.46	= 6,851.71	x <u>2.0635</u> - <u>1.9208</u> = <u>0.1427</u>	<u>\$977.74</u>
8. Plant Mix (surface)	Gals. / Ton	Gas	Mar. 2010	2,760.670	x 0.78	= 2,153.32	x <u>3.2909</u> - <u>2.4764</u> = <u>0.8145</u>	<u>\$1,753.88</u>
		Diesel			x 2.57	= 7,094.92	x <u>3.5919</u> - <u>2.6557</u> = <u>0.9362</u>	<u>\$6,642.27</u>
		Asphalt 5.25			x 12.46	= 34,385.87	x <u>2.0635</u> - <u>1.9208</u> = <u>0.1427</u>	<u>\$4,906.86</u>
9. Bridge Items, Structural Conc. & Pipe Culv. (incl. foundation & structural excav.)	Gals. / \$1,000	Gas	Mar. 2010		x 13.0	= 0.00	x <u>3.2909</u> - <u>2.4764</u> = <u>0.8145</u>	<u>\$0.00</u>
		Diesel			x 11.0	= 0.00	x <u>3.5919</u> - <u>2.6557</u> = <u>0.9362</u>	<u>\$0.00</u>
10. Asphalt (prime)	Gals.	Asphalt	Mar. 2010		x 1.00	= 0.00	x <u>0.0000</u> - <u>2.4764</u> = <u>-2.4764</u>	
11. Asphalt (surface treatment)	Gals.	Asphalt	Mar. 2010		x 0.15	= 0.00	x <u>0.0000</u> - <u>2.4764</u> = <u>-2.4764</u>	<u>\$0.00</u>

* Month of Work performed	FUEL ADJUSTMENT ESTIMATE NO. <u>6</u>	<u>\$16,059.09</u>
** Mix Design %	FUEL ADJUSTMENT PREVIOUS ESTIMATE	<u>\$8,754.70</u>
*** Asphalt % x 2.3725	TOTAL FUEL ADJUSTMENT	<u>\$24,813.79</u>


CERTIFIED CORRECT

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 PAY REQUEST #3 FROM HRL CONTRACTING FOR THE INSTALLATION OF THE 6" HIGH PRESSURE GAS LINE

Motion was made by Council Member Gouguet, seconded by Council Member Lane to approve Pay Request #3 from HRL Contracting in the amount of \$157,545.74 for the Installation of the 6" High Pressure Gas Line.

6" HIGH PRESSURE GAS LINE
OWNER: CITY OF PICAYUNE, MS
CONTRACTOR: HENSLEY R. LEE CONTRACTING, INC.

ESTIMATE NO. 3
ESTIMATE PERIOD: MARCH 15 THRU APRIL 15

ITEM NO.	DESCRIPTION	CONTRACT AMOUNT			ESTIMATE #3			PERCENT COMPLETE	
		QUANTITY	UNIT	PRICE	QUANTITY	AMOUNT EARNED	TO DATE		
1	MOBILIZATION AND DEMOBILIZATION	1	L.S.	22,687.00	50.00%	22,687.00	90.0%	20,418.30	90.00%
2	AUDIO/VIDEO SURVEY	1	L.S.	3,025.00	70.00%	3,025.00	90.0%	2,722.50	90.00%
3	FURNISH AND INSTALL 6" HDPE HIGH PRESSURE GAS LINE	10500	L.F.	27.83	5287	292,215.00	4970	285,452.31	87.68%
4	FIELD ENGINEERING	1	L.S.	43,560.00	0	43,560.00	0.0%	0.00	0.00%
5	LANDSCAPING	1	L.S.	24,200.00	0	24,200.00	85.0%	20,570.00	85.00%
6	UTILITY EXPLORATION	1	L.S.	20,328.00	50.35%	20,328.00	47.34%	19,858.42	97.69%
7	REMOVE AND REPLACE ASPHALT PAVEMENT	50	S.Y.	121.00	0	6,050.00	0.0%	0.00	0.00%
8	REMOVE AND REPLACE CONCRETE CURBING	100	L.F.	30.25	0	3,025.00	0.0%	0.00	0.00%
9	REMOVE AND REPLACE CONCRETE SIDEWALK	40	S.Y.	302.50	0	12,100.00	0.0%	0.00	0.00%
10	TIE-IN TO EXISTING GAS LINES/REGULATOR STATIONS	1	L.S.	58,891.00	0	58,891.00	0.0%	0.00	0.00%
11	TRAFFIC CONTROL	1	L.S.	17,424.00	50.35%	17,424.00	47.34%	17,021.51	97.69%
						\$503,505.00		\$366,043.04	72.70%

MATERIAL ON HAND		QUANTITY INSTALLED		QUANTITY STORED		TOTAL	
ITEM	QNTY DELIVERED	PREVIOUSLY	THIS PERIOD	TOTAL	UNIT	COST	AMOUNT
6" GASLINE	10,500.00	5287	4970	10,257		\$ 6.40	\$ 1,555.20

1 ORIGINAL CONTRACT	\$503,505.00
2 CHANGE ORDERS	\$0.00
3 REVISED CONTRACT	\$503,505.00
5 TOTAL MATERIAL STORED	\$ 1,555.20
7 TOTAL WORK COMPLETED	\$366,043.04
9 TOTAL WORK COMPLETED AND STORED	\$367,598.24
11 RETAINAGE (5%)	\$18,379.91
12 SUBTOTAL	\$349,218.33
14 PREVIOUS PAYMENTS	\$191,672.59
15 AMOUNT DUE	\$157,545.74

Subscribed and sworn to before me in my Presence, this 21st day of April, 2011, a Notary Public in and for the County of Hinds, State of Mississippi.

(Signature) *[Signature]*
My commission expires 05/21/2014

ENGINEER: *[Signature]*
DUNCAN ENGINEERING
DATE:

CONTRACTOR: *[Signature]*
HENSLEY R. LEE CONTRACTING, INC.
DATE: 4/21/2011

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 CONTRACT MODIFICATION #1 TO EECBG FOR THE PICAYUNE SCHOOL DISTRICT

Motion was made by Council Member Watkins, seconded by Council Member Lane to authorize Mayor to execute Contract Modification #1 to Grant # GT11-0810-0071 (EECBG) for the Picayune School District. The Modification changes the Project Schedule from 20 Weeks to 10 Months.

MODIFICATION OF GRANT AGREEMENT

BETWEEN

THE MISSISSIPPI DEVELOPMENT AUTHORITY, ENERGY DIVISION

AND

CITY OF PICAYUNE

This MODIFICATION is made part of the Grant Agreement entered into on October 7, 2010 by and between the Mississippi Development Authority, Energy Division and the City of Picayune and designated as grant No. GT11-0810-0071 Modification # 1.

In consideration of the agreement of the Parties hereto to modify the initial Grant Agreement between them, the Mississippi Development Authority, Energy Division and the City of Picayune do hereby agree that effective on the date signed by the sub-recipient; said Grant Agreement is modified and amended as set out below:

The scope of work is changed as shown below:

FROM:

Estimated Project Schedule

The proposed project will start _____. The project has a timeline of 20 weeks.

TO:

Estimated Project Schedule

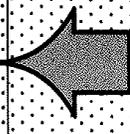
The project has a timeline of ten months.

This results in an increase in the overall project schedule from six months to ten months in MDA Grant Agreement. The changes will only take place in the estimated project schedule.

All other terms, conditions, and provisions set out in the initial grant agreement and the Modification thereof, which are not in conflict with this Modification, shall remain in full force and effect for the duration of the grant agreement.

IN WITNESS WHEREOF, the parties have executed this grant Modification Number 1, on the date appearing with their respective signatures below.

<p>APPROVED FOR MDA-ED:</p> <p>Signature  Date 4/8/11</p> <p>Dr. Motice Bruce, Energy Division Director</p> <p>Witness: </p>	<p>APPROVED FOR THE CITY OF PICAYUNE:</p> <p>Signature _____ Date _____</p> <p>Honorable Ed Pinero, Mayor</p> <p>Witness: _____</p>
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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.

AUTHORIZE MAYOR TO EXECUTE THE APPLICATION FOR FY 2011 COPS HIRING GRANT FOR THE PICAYUNE POLICE DEPARTMENT

Motion was made by Council Member Breland, seconded by Council Member Land to authorize mayor to execute the application for FY 2011 COPS Hiring Grant for the Picayune Police Department and authorize Mayor to sign the same.

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 APPLICATION FOR FY 2012 ALCOHOL COUNTERMEASURES GRANT FOR THE PICAYUNE POLICE DEPARTMENT

Motion was made by Council Member Watkins, seconded by Council Member Breland to apply for FY 2012 Alcohol Countermeasures Grant for the Picayune Police Department and authorize Mayor to sign the same.

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.

ADOPT CITY OF PICAYUNE DRUG, ALCOHOL AND SUBSTANCE ABUSE POLICY

Motion was made by Council Member Gouquet, seconded by Council Member Lane to adopt the City of Picayune Drug, Alcohol and Substance Abuse Policy for City employees to abide by.

**CITY OF PICAYUNE DRUG, ALCOHOL AND SUBSTANCE ABUSE
POLICY AND PROGRAM**

I. PURPOSE

The City of Picayune, (hereinafter referred to as the “City”) believes substance abuse to be a serious threat to the abusing employee, the City’s staff, the public, and more importantly, the City’s citizens and guests. The City values its citizens, guests and employees and recognizes the need for a safe and healthy work environment. Furthermore, the City recognizes the problem of drug, alcohol, and substance abuse in our society and is aware that employees using drugs, alcohol, or other substances are less productive and are often a risk to the safety, security and welfare of the City, its employees, its citizens and others.

Therefore, the City is introducing a workplace drug and alcohol testing policy to ensure the City will have a drug and alcohol-free environment.

II. CITY POLICY

It is the policy of the City of Picayune to maintain a workplace and workforce free of drugs, alcohol and other such substances. The presence of illegal drugs, alcohol or other such substances in one’s system, on one’s person, on City Premises, while conducting City business or while operating City vehicles, machinery or equipment is prohibited by this policy. Compliance with the policies and guidelines set forth herein below is a condition of beginning and continued employment with the City. It supersedes any other City policy or past practice on this subject. At any time, the City may, at its sole discretion, amend, supplement, modify or change any part of this policy without prior notice.

The policy does not represent or express an implied contract, and it does not affect an employee’s status as an at-will employee under Mississippi law. If

you have any questions about the policy, please immediately direct them to the City Manager and/or his/her designee.

The following policies, programs and guidelines with regard to the use, possessions, presence of and sale of illegal drugs, alcohol or other such substances shall become effective as of midnight, _____.

III. DEFINITIONS

For the purposes of the City's Drug and Alcohol Testing Program polices and guidelines (hereinafter referred to as the "Program"), the following definitions shall be applicable:

"City Premises" encompasses all City properties, offices, parking lots, facilities, lands, platforms, buildings, structures, fixtures, installations, boats, aircrafts, automobiles, trucks and all other vehicles, machinery and other equipment, whether owned, leased or used.

"City Business" shall encompass employees whenever on duty and under the City control, whether at other work sites or during transit to and from worksites or while in the course and scope of the City's employment or pay status.

"Employees" shall include all full-time, part-time, casual or contract employees and all employment applicants and candidates as well.

"Illegal Drugs, Alcohol or Other Substances" includes illegal drugs, unauthorized controlled substances, look-a-likes, inhalants of abuse, designer and synthetic drugs and shall include any drug which is not legally obtainable or which is legally obtainable but has not been legally obtained or used. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes or in excessive dosages. The terms include, but are not limited to, central nervous systems stimulates such as cocaine and amphetamines; hallucinogens; PCP or Phencyclidine; narcotics analgesics as found in opiates or opium (like morphine and codeine) and opium derivatives (heroin); inhalants from volatile solvents like glue, paint or gasoline or from aerosols like hair sprays, deodorants, insecticide or from anesthetic gases like Ether, chloroform or amyl nitrate; cannabinoids; cannabis such as found in marijuana, hashish or has oil; Propoxyphene (Darvon); Barbituates; Methadone; and Benzodiazepines (Valium).

IV. PROHIBITION OF ILLEGAL DRUGS, ALCOHOL OR OTHER SUCH SUBSTANCES

At any time while an Employee is on City Premises or on City Business the following activities are strictly prohibited:

- 1). The use of or abuse of any Illegal Drug, Alcohol or Other Such Substances;
- 2). The possession, transport, transfer or purchase of Illegal Drugs, Alcohol or Other Such Substances;
- 3.) The presence in the body, presence on one's person or reporting to work under the influence of Illegal Drugs, Alcohol or Other Such Substances;

The sale or marketing of Illegal Drugs, Alcohol or Other Such Substances or other drug related paraphernalia;

The use, abuse, presence in one's system or possession of Illegal Drugs, Alcohol, or Other Such Substances while utilizing, operating or in control or possession of City property, including City owned, leased or rented equipment and/or vehicles; and

Using, consuming, transporting, distributing or attempting to distribute, manufacture or dispense Illegal Drugs, Alcohol and Other Such Substances.

Any Employee involved in any of the foregoing activities at any time during a work shift or while working for, on behalf of or while representing the City, whether or not on City Business, City Premises or Property is in violation of the Program and the Employee is subject to disciplinary action, including, but not limited to, immediate termination. Depending on the circumstances, other action, including, without limitation, (1) notification of the appropriate law enforcement, regulatory or licensing agencies and (2) denial, suspension or termination of workers' compensation benefits and unemployment compensation benefits may be taken against any Employee who violates these policies, mandates and prohibitions.

The Program equally applies to all Employees. Compliance with these policies, mandates and prohibitions will be required as condition of employment for all Employees. There shall be no exceptions.

UNAUTHORIZED USE OF INTOXICATING BEVERAGES

An Employee whose blood alcohol level is over 0.04% (40 MG/DL blood) while on City Premises, during working hours, or while conducting City Business is in violation of this City policy and subject to immediate discharge or termination.

VI. PRESCRIPTION DRUGS (LEGALLY CONTROLLED SUBSTANCES AND ALL OFF-THE-SHELF OR OVER-THE-COUNTER MEDICINES)

All Employees must report the use of any medically prescribed or authorized drugs or controlled substances (including over-the-counter or off-the-shelf medication) which can impair or lessen job performance (whether allowed to be dispensed with or without prescription) to their immediate supervisor and upon request by the Employee's supervisor or the City Clerk, as the Drug Policy Administrator, must provide proper written medical authorization to the City from a physician. This includes, without limitation, drugs such as tranquilizers, muscle relaxers, pain medication and anti-depressants. It is the Employee's responsibility to determine from a physician(s) whether prescribed, off-the-shelf or over-the-counter drugs, medicines or other such substances may impair job performance. Failure to report the use of such drugs, medicines or other substances, failure to provide proper evidence of medical authorization or the use (as evidence by presence in an Employee's body fluids or otherwise) of such drugs, medicines or other substances in amounts in excess of the label recommendations for over-the-counter or off-the-shelf drugs, medicines or other such substances may result in disciplinary actions, up to, including, immediate termination.

Employees must not consume prescribed drugs or off-the-shelf or over-the-counter drugs, medicines or such substances more often than prescribed by their doctor or as directed on the off-the-shelf or over-the-counter medication label (s). All prescribed, off-the-shelf, over-the-counter medication must be in its original container with the Employee's name, the doctor's name and prescription number on the label and each prescription must not be older than one year of the date issued. However, the City at any time reserves the right to have a licensed physician determine whether the prescription drug use increases the risk of injury to the Employee, co-workers, the City's residents or guests while the Employee is working. If such a finding is made, the City may limit, suspend or terminate the Employee's work activities during the period job safety may be adversely affected by the consumption of such medication.

Any Employee refusing to cooperate with submitting to questioning, medical or physical testing or examinations, when requested by the City or its designee, is in violation of this City policy and subject to disciplinary action, including, but not limited to, immediate termination.

DRUG AND ALCOHOL TESTING PROCEDURES.

In order to achieve the objective of this Policy, the City asserts and reserves its legal right to test any and all Employees for the presence of Illegal Drugs, Alcohol or Other Such Substances in their system or for the use or abuse of Illegal Drugs, Alcohol, or Such Substances. Employees may be asked to submit to a medical examination and/or to submit urine, saliva, breath and blood samples for testing for the presence of Illegal Drugs, Alcohol or Other Such Substances. Any information obtained through such examinations and/or testing may be retained by the City and is the property of the City. The City reserves the right, in its discretion and within the limits of federal and state laws, to examine, screen and/or test for the presence of Illegal Drugs, Alcohol and Other Such Substances as stated herein in the following situations:

Pre-Hire Employment Testing:

All job applicants or newly hired Employees will be required to undergo screening for the presence of Illegal Drugs, Alcohol, or Other Such Substances as a condition of beginning employment with the City. Applicants will be required to voluntarily submit to a urinalysis test conducted by a laboratory designated by the City and by signing a Consent Agreement (s) in connection with such a testing will release the City and said laboratory from liability in connection therewith. Any Applicant with a positive test result may be denied employment with the City. The City will not and cannot tolerate the current abuse of Illegal Drugs, Alcohol, and Other Such Substances.

For Cause/Post-Accident or Incident Testing:

If an accident or incident occurs involving an Employee while on City Business or on City Premises, no matter how minor or insignificant, the City may require a drug and/or alcohol test. A drug and/or alcohol test may also be required after any situation where there has been a "near miss" incident or accident, even though no injury or property damage occurs. When there is reasonable cause to suspect that Employee's behavior, performance, error in judgment, or unsafe actions are related to the use or abuse of Illegal Drugs, Alcohol, or Other Such Substances, the City may require that the Employee submit to a drug and/or alcohol test. Failure by an Employee and/or his or her supervisor to report any accident or incident which meets the post-accident or post-incident testing criteria is in violation of this City Policy and subject to disciplinary action which includes, without limitation, immediate termination. An Employee's testing positive may make him or her ineligible for workers' compensation benefits and/or unemployment compensation benefits.

Random Testing:

All Employees and/or specified Employees are subject to routine random drug and/or alcohol testing in order to detect the use, abuse, or presence in an Employee's system of Illegal Drugs, Alcohol, or Other Such Substances without advance notice or prior warning.

Post-Treatment, Counseling, Rehabilitation or Return to Work Testing:

Employees who return to work following a (1) medical leave of absence, (2) a work related injury, (3) drug, alcohol or substance abuse counseling or (4) rehabilitation may be subject to drug and/or alcohol testing upon return to work and for up to one year following the Employee's return to work. A positive test result will constitute grounds for immediate termination. It is a condition of reinstatement of employment with the City for an Employee upon completion of a drug and/or alcohol counseling program or any other return-to-work established procedure to submit to an alcohol and/or drug screening test.

In order to achieve the objective of the City's Policy, the City reserves the right at all times to search Employees who are entering and departing the City Premises, conducting City Business or when circumstances warrant or when reasonable suspicion or cause exists to have properly authorized supervisors or search personnel (including drug detection dogs) conduct unannounced reasonable searches and inspections. These searches may extend to other City Premises as described above as well as to the Employee's personal effects. Employee personal property subject to inspection includes, but is not limited to, lockers, baggage, briefcases, boxes, bags, parcels, lunch-boxes or bags, food/beverage containers, desks, tools, clothing and vehicles.

The purpose of said search is to determine if Employees or others on City Premises or conducting City Business are in possession of Illegal Drugs, Alcohol or Other Such Substances or other items prohibited by this policy. Searches may be initiated without prior notice or advanced warning and conducted at times and locations as deemed appropriate by the City. Any Employee found to have Illegal Drugs, Alcohol, or Other Such Substances in their possession, on their person or in their personal area (desks, car, and lunch container) will be subject to immediate disciplinary action, up to, and including immediate termination or discharge. The City reserves the right to conduct any search it deems appropriate as set forth in this City Policy.

IX. DRUG TESTING PROCEDURES

All specimens will undergo an initial screening test. Any positive test result will be confirmed through a Gas Chromatography with Mass Spectrometry (GC/MS) test. Any positive test result from this latter test will be reviewed by a Medical Review Officer, as defined by Mississippi Law, and the Medical Review

Officer must provide an opportunity for an interview with the Employee, as part of the verification process, prior to the positive test result being communicated back to the City. This will ensure that positive test results are not due to authorized prescription, off-the-shelf or over-the-counter medications appropriately used or other factors which the Medical Review Officer feels justifies the presence of the drugs, alcohol or other such substances.

An Employee who is suspected of being under the influence of Illegal Drugs, Alcohol, or Other Such Substances may, at the option of the City, be suspended from work until the results of the drug and/or alcohol test are received and reviewed by the City Manager or his designee. Employees whose tests are verified positive by the Medical Review Officer will be notified by either the City, the certified laboratories conducting the testing/screening and/or the Medical Review Officer.

X. ALCOHOL TESTING

Testing Employees for the presence of alcohol will initially be performed through the use of breath, skin and/or other alcohol detector tests. If an Employee tests positive for alcohol in such a test, such positive result may, if challenged by the Employee, be confirmed through the use of a breath analyzer or blood alcohol test. A breath analyzer or blood alcohol test result (or breath scan/comparable alcohol detector test which is not challenged) showing a concentration of 0.04% or greater shall be grounds for appropriate disciplinary action, including, without limitation, immediate discharge and/or termination.

XI. CONSEQUENCES OF A POSITIVE DRUG OR ALCOHOL TEST

In the event of a confirmed positive test result for the presence, use or abuse of Illegal Drugs, Alcohol, or Other Such Substances during a pre-employment drug or alcohol screening, the applicant will not be hired.

In the event of a confirmed positive test result for the presence, use or abuse of Illegal Drugs, Alcohol, or Other Such Substances for current Employees during a drug/alcohol screen provided for by this City Policy, the Employee (1) may be immediately terminated and discharge, for cause, (2) may be reported to state and federal authorities and agencies and (3) may be denied workers' compensation benefits or unemployment compensation benefits.

BY SIGNING HEREIN BELOW:

I EXPRESSLY CONFIRM THAT I READ AND UNDERSTOOD THE CITY'S POLICY;

I UNDERSTAND THAT PARTICIPATION IN THE CITY'S POLICY IS A MANDATORY CONDITION OF MY EMPLOYMENT; AND

I FURTHER AGREE AND EXPRESSLY CONSENT TO ALL TERMS, CONDITIONS, MANDATES AND PROHIBITIONS SET FORTH IN THE CITY'S POLICY.

Applicant or Employee Name (PRINT):

Applicant or Employee Social Security Number:

Applicant or Employee's Signature:

Date:

Supervisor's Signature:

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'S SIGNATURE ON THE BROWNFIELD AGREEMENT ORDER RECEIVED FROM MDEQ

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to authorize Mayor's signature on the Brownfield Agreement Order received from MDEQ.

BEFORE THE MISSISSIPPI COMMISSION ON ENVIRONMENTAL QUALITY

In re: **City of Picayune, Mississippi** **Agreement Order No.** _____
815 North Beech Street
Picayune, Mississippi 39466

Stockstill Brothers Investments, LLC
130 Huey Stockstill Road
Picayune, Mississippi 39466

BROWNFIELD AGREEMENT ORDER

Pursuant to the Mississippi Brownfield Voluntary Cleanup and Redevelopment Act ("Act") created in Miss. Code Ann. § 49-35-1, *et. seq.* (Rev. 1999), the Mississippi Commission on Environmental Quality ("MCEQ"), Stockstill Brothers Investments, LLC and the City of Picayune, Mississippi ("Brownfield Parties") do agree as follows:

1. The Brownfield Parties have an interest in a tract of land located in Picayune, Mississippi, on the site of the former Arizona Chemical facility. The administrative record for the environmental response project is referred to as the Arizona Chemical Facility, File (AI-911) and is located at the main office of the State of Mississippi Department of Environmental Quality in Jackson, Mississippi. A legal description and survey plat are included in Exhibit A of this Brownfield Agreement Order. The proposed use of the Brownfield Agreement Site after completion of all remediation will be commercial or industrial in nature.
2. The Brownfield Agreement Site contains an Asbestos burial site, and remediation of the Brownfield Agreement Site is necessary.
3. The staff of the MCEQ has evaluated the Brownfield Agreement and believes that, with the conditions and restrictions contained within the Brownfield Agreement, the Site will be in compliance with all applicable State and Federal laws and standards and will be protective of the public health and the environment once the Brownfield Agreement is completed.
4. The Brownfield Agreement Site is subject to an Environmental Covenant pursuant to the Uniform Environmental Covenants Act ("UECA"), Miss. Code Ann. § 89-23-1, *et. seq.* (Rev. 2008). The Environmental Covenant is included as Exhibit B to this Brownfield Agreement Order. The Environmental Covenant also serves as the Notice of Brownfield Agreement Site which is required for a Brownfield Agreement Site, Miss. Code Ann. § 49-35-17(2).

5. The following is a description of all remediation requirements and/or continuing obligations to be conducted for the Brownfield Agreement Site:
- (a) The Brownfield Parties shall execute an MDEQ-approved Environmental Covenant pursuant to the Uniform Environmental Covenants Act ("UECA"), Miss. Code Ann. § 89-23-1, et. seq. (Rev. 2008) for the purpose of subjecting the Site to the activity and use limitations.
 - (b) The Brownfield Parties shall post a sign of a size, shape, construction, and layout approved by MDEQ at the physical location of the site that reads as follows:

STOP – CALL BEFORE YOU DIG
(601) 961-5171
Regarding Former Arizona Chemical
Brownfield Agreement Site
AI-911
 - (c) The Brownfield Parties shall ensure that all monitoring wells and the sign at the Site are protected and maintained. In the event that a monitoring well or the sign is destroyed or damaged, the Brownfield Party shall notify MDEQ within 30 days of discovery, repair, reinstall, or abandon the well(s)/sign within a reasonable timeframe as directed by MDEQ.
 - (d) The Brownfield Parties shall have a financial mechanism in place to pay for all MDEQ costs related to ensuring compliance with this Brownfield Agreement Order and the Environmental Covenant until the Executive Director issues a "no further action" letter under Miss. Code Ann. § 49-35-15.
 - (e) The Brownfield Parties shall provide written notice to MDEQ at least thirty (30) days prior to any change in use at the site that increases the probability of exposure to contaminants at the Site for as long as the Brownfield Party has an interest in the Site.
 - (f) The Brownfield Parties shall not change the use of the Site or any portion of the Site that increases the probability of exposure to contaminants without written approval from the MDEQ for as long as the Brownfield Parties have an interest in the Site.
 - (g) The Brownfield Parties shall provide written notice to MDEQ prior to any conveyance of an interest involving the Site or any portion of the Site for as long as the Brownfield Parties has an interest in the Site.
 - (h) The Brownfield Parties shall provide a copy of this Brownfield Agreement Order and the Environmental Covenant for the Site to any party interested in purchasing the Site or any portion of the Site from the Brownfield Parties prior to any property transaction involving the Site or any portion of the Site.
 - (i) Within fifteen (15) days after execution of this Brownfield Agreement, the Brownfield Parties shall file a certified copy of this Brownfield Agreement and the Notice of Brownfield Agreement (i.e., Environmental Covenant) in the office of the Chancery Clerk of the County in which the site is located.

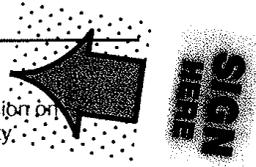
- (j) Within forty-five (45) days after execution of this Agreement, the Brownfield Parties shall submit to MDEQ certification signed by the Chancery Clerk of the County in which the site is located that the requirements under paragraph 5(l) of this Agreement have been completed.
 - (k) Unless otherwise approved and performed by MDEQ, beginning on October 31, 2011, and annually thereafter, the Brownfield Parties shall submit written documentation in a form required by MDEQ that all the requirements of this Brownfield Agreement Order and the Environmental Covenant remain in place and are being complied with.
6. Until the Executive Director issues a "no further action" letter under Section 49-35-15, approval from the MCEQ shall be required for any sale, conveyance or other change in surface ownership of any portion of the Brownfield Agreement Site owned by the Brownfield Party desiring to make the change in ownership, if the new surface owner will perform any continuing obligations listed in #5 above.
 7. The Brownfield Party and the new surface owner jointly shall provide information satisfactory to the MCEQ at such time that the new surface owner has the financial, managerial, and technical resources to complete performance of the Brownfield Agreement obligations to be transferred and that the new surface owner agrees to complete this performance. If the MCEQ determines that the new surface owner has the financial, managerial, and technical resources to complete this performance and has agreed to do so, the MCEQ shall issue an order approving the transfer of those Brownfield Agreement continuing obligations.
 8. The schedule for administration of this Agreement by MDEQ is that within thirty (30) days of receiving certification from the Brownfield Party that the provisions of this Brownfield Agreement have been met, MDEQ shall review the certification to determine if all information is sufficient and accurate. MDEQ shall issue a letter noting any deficiencies and/or inaccuracies.
 9. This Agreement may be modified by Order of MCEQ in accordance with Section 601 of the Final Brownfield Regulations, as amended.
 10. A material failure of a Brownfield Party or the agents or employees of a Brownfield Party to comply with this Agreement constitutes a violation of Miss. Code Ann. § 49-35-13 by the Brownfield Party. If a Brownfield Party violates Miss. Code Ann. § 49-35-13, the MCEQ shall issue an order requiring the Brownfield Party to correct the violation in an appropriate time period established by the Order. If the Brownfield Party fails to comply with an order under Miss. Code Ann. § 49-35-13, the Brownfield Party shall be subject to removal of all liability protection afforded by the Agreement under Miss. Code Ann. § 49-35-15 and shall be subject to civil penalties under Miss. Code Ann. § 49-17-43.
 11. Upon execution of this Agreement, the Brownfield Parties shall be relieved of liability to all persons other than the United States for: (a) remediation of the Brownfield Agreement Site other than the remediation required by this Agreement; and (b) all costs reasonably related to the remediation other than the remediation and costs required by the Agreement or this Act. It is understood and agreed that this Agreement shall not affect the right of any person to seek relief against any Parties to the Agreement who may have liability with respect to the Brownfield Agreement Site, except as provided in this paragraph.
 12. The liability protection provided under paragraph 11 applies to the following persons to the

same extent as to a Brownfield Party:

- (a) Any person under the direction or control of the Brownfield Party who directs or contracts for remediation or redevelopment of the Brownfield Agreement Site;
 - (b) Any current owner and any future owner of the Brownfield Agreement Site;
 - (c) Any person who develops, redevelops or lawfully occupies the Brownfield Agreement Site;
 - (d) Any successor or assign of any person to whom the liability protection provided under this section applies; and
 - (e) Any lender or fiduciary that provided financing for remediation or redevelopment of the Brownfield Agreement Site.
13. The liability protection provided by paragraph 11 shall remain effective, unless the MCEQ removes the liability protection for failure of the Brownfield Party to comply with a Commission Order requiring the Brownfield Party to correct violation(s) of the Brownfield Agreement.
 14. The Brownfield Party agrees to state in any deed or other instrument conveying an interest in brownfield property or in any contract for the purchase of brownfield property that the property is brownfield property and subject to a Brownfield Agreement unless the Notice of Brownfield Agreement Site has been canceled.
 15. Nothing in the Brownfield Agreement shall be construed to convey or determine any interest in property.
 16. Nothing in the Brownfield Agreement shall be construed to be an allocation of costs or an indemnification by the State, MDEQ, and/or MCEQ.
 17. Respondent understands and acknowledges that it is entitled to an evidentiary hearing before the Commission pursuant to Section 49-17-31 (Rev. 2003), and that it has made an informed waiver of that right.
 18. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

So ORDERED and AGREED, this the _____ day of _____, 2011.

Trudy Fisher
Executive Director
Mississippi Commission on
Environmental Quality



AGREED, this the _____ day of _____, 2011.

BY: Ed Pinero
Mr. Ed Pinero, Mayor
City of Picayune, Mississippi

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2011, within my jurisdiction, the within named Ed Pinero who acknowledged that he is the Mayor of the City of Picayune, Mississippi and that in said representative capacity he executed the above and foregoing instrument after first having been duly authorized so to do.

Diane L. Miller
NOTARY PUBLIC
5-12-2013
MY COMMISSION EXPIRES:



AGREED, this the _____ day of _____, 2011.

BY: *Huey Stockstill Jr*
Mr. Huey Stockstill
Stockstill Brothers Investments, LLC

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2011, within my jurisdiction, the within named *Huey Stockstill, Jr* who acknowledged that he is the Representative of Stockstill Brothers Investments, LLC and that in said representative capacity he executed the above and foregoing instrument after first having been duly authorized so to do.



Diane L Miller
NOTARY PUBLIC

5-12-2013
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.

AUTHORIZE SPECIAL USE PERMIT TO STATEN'S BAR B QUE AT 910 EAST CANAL ST

Motion was made by Council Member Breland, seconded by Council Member Watkins to approve request to issue a Special Use Permit to Staten's Bar B Que at 910 East Canal St. under Ordinance NO. 882 for Alcoholic Beverages less than 5% including light wine and beer.

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.

MOTION TO REMOVE 4 PROPERTIES FROM PROPERTY CLEAN UP PUBLIC HEARING SCHEDULED FOR MAY 3, 2011

Motion was made by Council Member Breland, seconded by Council Member Gouquet to remove the following properties scheduled for Property Clean up Public Hearing tonite; 1311 Alpine Rd, 1315 Alpine Rd., 1001 S Beech St., 506 S Curran Ave.

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.

HOLD PUBLIC HEARING FOR PROPERTY CLEANUP

Motion was made by Council Member Breland, seconded by Council Member Gouquet to hold a hearing for property cleanup and determine if the following properties should be declared public nuisances; 827 S Beech St. and 724 S Beech St.

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.

MOTION TO DELCARE PROPERTY AT 827 S BEECH ST A PUBLIC NUISANCE

Motion was made by Council Member Watkins, seconded by Council Member Lane to declare property at 827 S Beech St. a public nuisance.

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 DELCARE PROPERTY AT 724 S BEECH ST A PUBLIC NUISANCE & TO EXTEND, UPON REQUEST OF PROPERTY OWNER, AN ADDITIONAL 30 DAYS FOR CLEAN UP

Motion was made by Council Member Gouguet, seconded by Council Member Lane to declare property at 724 S Beech St. a public nuisance and to extend the property owner an additional 30 days for clean up.

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.

AT THIS TIME DARYL SMITH MENTIONED THE GREAT AMERICAN CLEAN UP TO BE HELD MAY 14, 2011

AUTHORIZE SURPLUS OF 2002 BUICK RENDEZVOUS

Motion was made by Council Member Breland, seconded by Council Member Lane to approve request from Picayune Police Department to surplus a 2002 Buick Rendezvous, a forfeited vehicle, to be sold at auction.

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 ENTER CLOSED SESSION TO DETERMINE THE NEED FOR AN EXECUTIVE SESSION

Motion was made by Council Member Breland, 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.

MOTION TO ENTER INTO EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTER, CONTRACTUAL MATTER AND ECONOMIC DEVELOPMENT

Motion was made by Council Member Gouguet, seconded by Council Member Breland to enter into executive session to discuss personnel matter, contractual matter and economic development.

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 EXIT EXECUTIVE SESSION

Motion was made by Council Member Lane, seconded by Council Member Watkins to exit 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.

MOTION TO RECESS

Motion was made by Council Member Lane, seconded by Council Member Watkins to recess until Tuesday, May 17, 2011 at 5:00 pm.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Priscilla Daniel, City Clerk