

**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, August 3, 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.

**MOTION TO APPROVE MINUTES**

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve the Minutes for the City of Picayune dated July 6, July 20 and July 27, 2010 with the following correction to the Minutes dated July 20, 2010 as follows: Motion to hold a Public Hearing for property cleanup at 210 South Haugh Avenue, parcel 6176140020503200 should have read North Haugh Avenue parcel No. was correct; and Motion to declare property at 210 South Haugh Avenue, Parcel No. 6176140020503200 a Public Nuisance should have read 210 North Haugh Avenue, Parcel No. correct.

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 VOID TAX SALE**

Motion was made by Council Member Watkins, seconded by Council Member Lane to void the 2008 tax sale on 2007 taxes in the name of Eileen Trahan parcel 518726000000403 per PRC due to a double assessment and refund tax sale purchaser, David Daley, \$3.33.

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 MOVE REQUEST FROM JERRYE BARRE FOR A TAX SALE REFUND TO CITIZEN CONCERNS**

Motion was made by Council Member Watkins, seconded by Council Member Lane to move request from Jerrye Barre for a tax sale refund to Citizen Concerns later in this meeting.

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 APPROVE DOCKET**

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve the docket for August 3, 2010 in the amount of \$467,052.70.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** Mayor Ed Pinero

The motion was declared carried.

**APPROVE “JAIL AND BAIL”**

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve request from Picayune Main Street, Inc to hold a “Jail and Bail” on August 20, 2010 in the Train Depot to raise money for the Pennies for your Park II project.

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 ORDINANCE 848 REGARDING THE DEFINITION OF “KATRINA COTTAGES” AND THE LOCATION OF THE SAME INSIDE THE CITY BY ADOPTING ORDINANCE 878**

Motion was made by Council Member Watkins, seconded by Council Member Bumpers to amend Ordinance 848 regarding the definition of “Katrina Cottages” and the location of the same inside the City.

**ORDINANCE NUMBER 878**

**OF THE**

**CITY OF PICAYUNE, MISSISSIPPI**

**AN ORDINANCE AMENDING ORDINANCE 848  
REGARDING THE DEFINITION OF MEMA “KATRINA COTTAGES”  
AND THE LOCATION OF SAME INSIDE THE CITY OF PICAYUNE**

WHEREAS, the Mayor and City Council in and for the City of Picayune find that it is desirable and necessary to amend Ordinance 848 regarding the definition of MEMA “Katrina Cottages” and setting out the location where such “Katrina Cottages” may be placed inside corporate limits of the City of Picayune.

REGULAR MEETING AUGUST 3, 2010

WHEREAS, the Mayor and City Council enacted Ordinance 848 defining MEMA Katrina Cottages and further defining the zoning classifications where such cottages may be placed.

WHEREAS, the Mayor and City Council find that at the time of the enactment of Ordinance 848, Katrina Cottages were only constructed as a mobile home as defined in the City of Picayune Comprehensive Zoning Ordinances.

WHEREAS, the Mayor and City Council find that a Katrina Cottage may now be constructed as a modular home as defined in the City of Picayune Comprehensive Zoning Ordinances.

WHEREAS, Mayor and City Council finds that it is necessary to amend Ordinance 848 to further clarify the definition of MEMA "Katrina Cottages" and further, to set out the zoning classifications where such MEMA Katrina Cottages may be placed inside the corporate limits of the City of Picayune.

NOW THEREFORE, BE IT Ordained by the Mayor and City Council of the City of Picayune, that Ordinance 848 shall be amended as follows, to-wit:

**SECTION - ONE**

1. That Section One of Ordinance 848 shall be amended to read as follows, to-wit:

"That a MEMA Katrina Cottage and/or any MAHPP housing units that are authorized to placed inside the corporate limits of the City of Picayune shall comply with and shall be constructed as a modular home under the relevant Comprehensive Zoning Ordinances of the City of Picayune

**SECTION - TWO**

1. This Section shall remain unchanged as set out in Ordinance 848.

**SECTION - THREE**

1. That Section Three of Ordinance 848 shall be amended to read as follows, to-wit:

"The MEMA Katrina Cottage and/or any MAHPP housing units may only be placed in areas zoned M-1, R-3 and R-4 as defined by the Comprehensive Zoning Ordinances of the City of Picayune. Only a MEMA Katrina Cottage and/or any MAHPP housing unit constructed as a modular home may be used to replace a mobile home located in areas zoned M-1, R-3 and R-4 as defined by the Comprehensive Zoning Ordinances of the City of Picayune."

**SECTION - FOUR**

1. This Section shall remain unchanged as set out in Ordinance 848.

**SECTION - FIVE**

1. That Section Five of Ordinance 848 shall be amended as follows, to-wit:

The following rules shall apply with regards to the MEMA Katrina Cottages and/or MAHPP housing units, to-wit:

"Unless located in an area zoned as M-1 District, MEMA Katrina Cottages and/or MAHPP housing units constructed as a mobile home located lawfully inside the corporate limits of

REGULAR MEETING AUGUST 3, 2010

the City of Picayune as of August 1, 2010, shall be allowed to remain inside the City of Picayune, as a non-transferable conditional use. If located in an area zoned as a M-1 District, the such MEMA Katrina Cottages and/or MAHPP housing units constructed as a mobile home located lawfully inside the corporate limits of the City of Picayune as of August 1, 2010, shall be allowed to remain inside the City of Picayune, as a conforming use.”

“Unless located in a District zoned other than M-1, R-3 or R-4, MEMA Katrina Cottages and/or MAHPP housing units constructed as a modular home located lawfully inside the corporate limits of the City of Picayune as of August 1, 2010, shall be allowed to remain inside the City of Picayune as a conforming use. If MEMA Katrina Cottages and/or MAHPP housing units constructed as a modular home located lawfully inside the corporate limits of the City of Picayune as of August 1, 2010, is situated in a District zoned other than M-1, R-3 or R-4, then said unit shall be allowed to remain inside the City of Picayune, as a non-transferable conditional use.”

“Any MAHPP housing units that are in place in territories that are subsequently annexed by the City Picayune, shall be allowed to remain either as a conforming use or as a non-transferable conditional use in accordance with the rules set forth in above.”

**SECTION - SIX**

**SEVERABILITY, CONFLICT AND EFFECTIVE DATE**

Should any section, clause, paragraph, provision, or part of this Ordinance for any reason be held invalid or unconstitutional by any Court of competent jurisdiction, this act shall not affect the validity or any other section , clause, paragraph, provision, or part of this ordinance. All provision of this Ordinance shall be considered separate provision, and completely severable from all other portions.

Conflict in any case where a provision of this ordinance is found to be in conflict with the provision of any other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this Ordinance, the provisions of this Ordinance shall take precedence.

This Ordinance shall become effective thirty (30) days after its adoption and publication by the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi.

The foregoing Ordinance, having first been reduced to writing, was moved upon by Council member \_\_\_\_\_, seconded by Council member \_\_\_\_\_, and voted upon as follows:

VOTING YEA:

VOTING NAY:

NOT VOTING:

NOT PRESENT:

The motion having received the affirmative vote of the majority of the members present, the Mayor declared the motion carried and the Ordinance passed, approved, and adopted on this the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
ED PINERO, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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 ADD CONSIDERATION OF MODULAR HOME IN A-1 ZONE**

Motion was made by Council Member Watkins, seconded by Council Member Bumpers to amend the agenda to add consideration of modular home in A-1 Zone.

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 ALLOW MODULAR HOME IN A-1 ZONE**

Motion was made by Council Member Lane, seconded by Council Member Gouguet to grant request from Jerry Stockstill to allow a modular home in an A-1 Zone on 2419 Jackson Landing Road.

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 ADOPT ORDINANCE 879 TO AMEND THE TEXT OF ORDINANCE 815 BY REMOVING THE TERM 'MOBILE HOME'**

Motion was made by Council Member Lane, seconded by Council Member Breland to allow application to amend the text of Section 815 of the City of Picayune Comprehensive Ordinance to remove the text of Section 815 the term Mobile Home and associated language with the term Mobile Home contained in Section 815 of the City Comprehensive Zoning Ordinance by adopting Ordinance 879.

ORDINANCE NUMBER 879

OF THE

CITY OF PICAYUNE, MISSISSIPPI

**AN ORDINANCE TO AMEND THE TEXT OF SECTION 815 OF THE CITY OF PICAYUNE COMPREHENSIVE ZONING ORDINANCES TO REMOVE FROM THE TEXT OF SECTION 815 THE TERM MOBILE HOME AND ASSOCIATED LANGUAGE WITH THE TERM MOBILE HOME CONTAINED IN SECTION 815 OF THE CITY OF PICAYUNE COMPREHENSIVE ZONING ORDINANCES**

WHEREAS, Ordinance 535 was adopted by the Mayor and City Council establishing a R-4 Zoning District also denominated as Article VIII, Sections 815, et seq., under the City of Picayune Comprehensive Zoning Ordinances.

WHEREAS, Ordinance 535 was subsequently amended pursuant to the enactment of Ordinance 576.

WHEREAS, the Mayor and City Council in and for the City of Picayune find that it is desirable and necessary to enact amendments to the text of the language of Section 815 of the City of Picayune Comprehensive Zoning Ordinances to remove from the text of Section 815 the term mobile home and associated language with the term mobile home contained in Section 815 of the City of Picayune Comprehensive Zoning Ordinances .

WHEREAS, pursuant to §17-1-17, et seq., Miss. Code Ann. and further pursuant to Article XII of the City of Picayune Comprehensive Zoning Ordinances, the Mayor and City Council have authority to initiate and amend the text of the Comprehensive Zoning Ordinances of the City of Picayune

WHEREAS, the Mayor and City Council on March 24, 2009, lawfully adopted the 2009-2029 Comprehensive Plan in and for the City of Picayune.

WHEREAS, the Mayor and City Council find the Comprehensive Plan identified present land uses made under the present Comprehensive Zoning Ordinances; and, the Comprehensive Plan also set out the parameters of the guiding factors to future land uses and the enactment of zoning regulations governing permissible and impermissible land uses. The Mayor and Council do hereby adopt the entire 2009-2029 Comprehensive Plan herein by reference.

WHEREAS, The Mayor and City Council find the text of the R-4 zoning classification should be amended to remove references to mobile homes, together with all language that relates to mobile homes. The basis for the changes of the text of the R-4 zoning language includes, but is not limited to the following, to-wit:

1. The future land use recommendations contained in the 2009-2029 Comprehensive Plan incorporated herein by reference.
2. The development of modular homes as a cost effective method of housing.
3. The development of modular homes as a safer and dependable method of housing.
4. The promotion of economic revitalization and/or enhancement of the R-4 district.
5. The stabilization and improvement of property values inside the R-4 district.

REGULAR MEETING AUGUST 3, 2010

6. To promote and encourage harmonious, orderly and efficient growth and development inside the R-4 district.
7. To further the restricted use of modular and mobile homes in the R-4 district as set out in Section 815.1(f) of the Comprehensive Zoning Ordinances of the City of Picayune.

NOW THEREFORE, BE IT Ordained by the Mayor and City Council of the City of Picayune, that Ordinances 535 and 536, also being set forth as Article VIII, Sections 815 et seq., City of Picayune Comprehensive Zoning Ordinances shall be amended as follows, to-wit:

**SECTION - ONE**

1. That Article VIII, Section 815.1(f) of the City of Picayune Comprehensive Zoning Ordinances shall be amended to read as follows, to-wit:

"To allow restricted use of modular homes. The intent of the restrictions are to make this type of home as permanent as possible."

**SECTION - TWO**

1. That Article VIII, Section 815.2.2 of the City of Picayune Comprehensive Zoning Ordinances shall be amended to read as follows, to-wit:

"Modular Homes, providing that said modular home shall be installed on a permanent foundation, slab or pier, perimeter skirting shall be required for pier foundations. All other residential building requirements shall apply. Furthermore, the lot(s) on which the Modular Home is to be placed must meet the requirements of all relevant and/or applicable Ordinances of the City of Picayune; and, must be owned by the owner of this modular home this to be placed on the lot."

**SECTION - THREE**

1. That Article VIII, Sections 815.3, 815.3.1 and 815.3.2 of the City of Picayune Comprehensive Zoning Ordinances shall be amended to read as follows, to-wit:

The third column having the title of "Mobile Homes" and/or "Mobile Home" shall be deleted and replaced with the title of "Modular Home"

**SECTION - FOUR**

1. That Article VIII, Section 815 of the City of Picayune Comprehensive Zoning Ordinances shall be amended to add Section 815.5 which shall read as follows, to-wit:

"That any mobile homes located in an R-4 district prior to and/or on the date of the enactment of the amendments to the text of the language of Section 815 of the City of Picayune Comprehensive Zoning Ordinances to remove from the text of Section 815 the term mobile home and associated language with the term mobile home contained in Section 815 of the City of Picayune Comprehensive Zoning Ordinances would be considered existing uses/structures/buildings; and, their continuation would be governed by Article IV of the City of Picayune Comprehensive Zoning Ordinances."

**SECTION - FIVE**

**SEVERABILITY, CONFLICT AND EFFECTIVE DATE**

Should any section, clause, paragraph, provision, or part of this Ordinance for any reason be held invalid or unconstitutional by any Court of competent jurisdiction, this act shall not affect the validity or any other section, clause, paragraph, provision, or part of this ordinance. All provision of this Ordinance shall be considered separate provision, and completely severable from all other portions.

Conflict in any case where a provision of this ordinance is found to be in conflict with the provision of any other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this Ordinance, the provisions of this Ordinance shall take precedence.

This Ordinance shall become effective thirty (30) days after its adoption and publication by the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi.

The foregoing Ordinance, having first been reduced to writing, was moved upon by Council member \_\_\_\_\_, seconded by Council member \_\_\_\_\_, and voted upon as follows:

VOTING YEA:

VOTING NAY:

NOT VOTING:

NOT PRESENT:

The motion having received the affirmative vote of the majority of the members present, the Mayor declared the motion carried and the Ordinance passed, approved, and adopted on this the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
ED PINERO, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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 APPROVE CAROL FITZWILLIAM TO HOST THE HOMETOWN MISSISSIPPI RETIREMENT PROGRAM'S REQUIRED FALL MEETING**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to approve Carol Fitzwilliam to host the Hometown Mississippi Retirement Program's required fall meeting to be held October 21 and 22, 2010. The City of Picayune will be showcased to the State Director and the twenty (20) HMR city directors from across the state.

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 WRITTEN QUOTES FROM MARGES, LLC AND HENSLEY R LEE CONTRACTING FOR THE REPAIR OF WATER LEAKS AND ACCEPT THE LOWEST AND BEST BID FROM MARGES, LLC**

Motion was made by Council Member Watkins, seconded by Council Member Lane to acknowledge written quotes for the repair of water leaks and accept the lowest and best bid from Marges, LLC.

**City of Picayune**

**City-Wide Water Repairs  
Picayune, Mississippi**

**Unit Price Quote Form**

Item	Description	Unit	Unit Price
1	Mobilization (Each Site)	EA	200.00
2	Backhoe, Service Truck & 3 Man Utility Repair Crew	HR	120.00
3	Crushed Limestone (Size 610) (As Directed By Engineer) (LVM)	TON	38.00
4	Pipe Bedding Material (LVM) (Coarse Graded Sand)	CY	8.00

Notes:

1. The Lump Sum Mobilization Item will be paid for each site in which a work order is issued.
2. All repairs will be paid for on an hourly basis. Written time records shall accompany each invoice. All hours shall be verified by a representative of the City Engineer.
3. All materials used on the job, except for those listed above, shall be paid for at the Contractor's cost, plus a 25% Contractor's Fee. This fee shall include any applicable tax, overhead, profit, etc.
4. Payment for Items 3 and 4 shall include removal and disposal of all material excavated from the repair site. All holes shall be filled with Pipe Bedding Material (Coarse Graded Sand) and topped with 18" of Crushed Limestone.
5. The City reserves the right to add or remove sites from the attached list. The contractor shall complete the initial list of repairs within 60 days of a written Notice to Proceed. Any sites that may be added to this list shall be completed within 5 days of a written work order. The total work associated with the quote request shall not exceed \$50,000.
6. All Quotes are due back to the City Clerks office on July 27, 2010 at 10:00 AM.

Submitted By: Greg McQueen

Signed: Greg McQueen

Company: Marges, LLC

Date: 7-26-10

**City of Picayune**

**City-Wide Water Repairs  
Picayune, Mississippi**

**Unit Price Quote Form**

Item	Description	Unit	Unit Price
1	Mobilization (Each Site)	EA	125 <sup>00</sup>
2	Backhoe, Service Truck & 3 Man Utility Repair Crew	HR	225 <sup>00</sup>
3	Crushed Limestone (Size 610) (As Directed By Engineer) (LVM)	TON	45 <sup>00</sup>
4	Pipe Bedding Material (LVM) (Coarse Graded Sand)	CY	10 <sup>00</sup>

Notes:

1. The Lump Sum Mobilization item will be paid for each site in which a work order is issued.
2. All repairs will be paid for on an hourly basis. Written time records shall accompany each invoice. All hours shall be verified by a representative of the City Engineer.
3. All materials used on the job, except for those listed above, shall be paid for at the Contractor's cost, plus a 25% Contractor's Fee. This fee shall include any applicable tax, overhead, profit, etc.
4. Payment for Items 3 and 4 shall include removal and disposal of all material excavated from the repair site. All holes shall be filled with Pipe Bedding Material (Coarse Graded Sand) and topped with 18" of Crushed Limestone.
5. The City reserves the right to add or remove sites from the attached list. The contractor shall complete the initial list of repairs within 60 days of a written Notice to Proceed. Any sites that may be added to this list shall be completed within 5 days of a written work order. The total work associated with the quote request shall not exceed \$50,000.
6. All Quotes are due back to the City Clerks office on July 27, 2010 at 10:00 AM.

Submitted By: JOHN C. Lee - v/p

Signed: [Signature]

Company: HENSLEY R. LEE CONTRACTING

Date: 7/27/2010



Hensley R. Lee Contracting, Inc.  
311 Acorn Lane  
Picayune, MS 39466

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 REQUEST TO ADVERTISE FOR BIDS FOR THE \$7.7 MILLION G.O. BOND PAVING PROJECT**

Motion was made by Council Member Watkins, seconded by Council Member Lane to authorize advertising for bids for the \$7.7 million G.O. Bond Paving Project.

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 A PROFESSIONAL SERVICES CONTRACT WITH THE CITY ENGINEER FOR THE DESIGN AND CONSTRUCTION PHASES OF THE REHABILITATION OF THE WALMART ENTRANCE**

Motion was made by Council Member Lane, seconded by Council Member Gouguet to authorize the Mayor to execute a professional services contract with the City Engineer, Dungan Engineering, for the design and construction phases of the rehabilitation of the Walmart entrance from Hwy 43 contingent upon receipt of written commitment from Walmart.



925 Goodyear Boulevard  
Picayune, Mississippi 39466  
Phone (601) 799-1037  
Fax (601) 799-0480  
www.dunganeng.com

August 3, 2010

Mayor Ed Pinero, Jr.  
City of Picayune  
815 North Beech Street  
Picayune, Mississippi 39466

RE: City of Picayune  
Ridge Road – Wal-Mart Temporary Improvements  
Engineering Services

Dear Mayor Pinero:

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

#### **I. Design Phase**

Dungan Engineering, P.A. will provide all engineering and surveying necessary for the development of the construction drawings, details, and specifications for the Ridge Road – Wal-Mart Temporary Improvements Project. The intent of this project is to make some immediate improvements to the intersection that will provide temporary relief until the new Ridge Road Alignment can be constructed by the County. We anticipate advertising this project for bids in August, which would allow construction to begin in October, with a construction completion date of November 1, 2010.

#### **II. Construction Phase**

Dungan Engineering, P.A. will solicit bids and administer the construction contract for the various elements of work. Dungan Engineering, P.A. will provide construction observation during all phases of the construction contract. These construction observations will be necessary to insure quality of work and to maintain detailed records of the quantities of materials used by the Contractor. Dungan Engineering, P.A. will also provide certified materials testing technicians that will develop and implement a QA/QC program to insure that the materials and workmanship the Contractor provides meets the specifications as outlined in the Contract Documents.

**III. Professional Fees**

Dungan Engineering, P.A. proposes to provide all necessary engineering and drafting services, as outlined above, for a lump sum fee equal as outlined below:

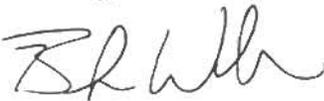
- Design Phase – \$13,400.00.
- Construction Phase - \$9,000.00.
- Material Testing – \$5,600.00.

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

If you accept this proposal please execute both copies of this Letter of Agreement and return one (1) to our office. This letter of agreement is subject to the attached thirty (30) "General Terms and Conditions".

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

Sincerely,



Brooks Wallace, P.E.  
Vice President  
Dungan Engineering, P.A.

Accepted By \_\_\_\_\_  
City of Picayune

Enclosures

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Client. Engineer shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. They should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or

adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by the Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer.

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

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

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special,

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

15. **Legal Proceedings.** In the Event's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding or inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such a proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive liability with maximum limits of \$500,000/\$1,000,000; automotive liability with maximum limits of \$50,000/\$500,000; and professional liability insurance with an annual limit of \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is sufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer of Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

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

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

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

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

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors, or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred in the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.
23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be done upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineers ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by contingency beyond their control including, but not limited to, acts of God, wars, strikes, walkouts fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory, or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
28. **Amendment.** This Agreement shall not be subject to amendment unless other instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with

respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

30. **Design without Construction Phase Services.** Should Client provide Construction Phase services with either Client's representatives or a third party, Engineer's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase.

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

The following roll call was made:

**VOTING YEA:** Mayor Ed Pinero, Council Members 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 REQUEST TO RESCIND THE MOTION FOR APPROVAL OF CHANGE ORDER #1 FOR THE AGT RAIL SPUR**

Motion was made by Council Member Gouguet, seconded by Council Member Lane to approve request to rescind the motion for approval of Change Order #1 for the AGT Rail Spur due to denial of request by MDA.

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 HOLD A PUBLIC HEARING FOR PROPERTY CLEAN UP AT 519 4<sup>TH</sup> AVE**

Motion was made by Council Member Breland, seconded by Council Member Lane to hold a public hearing for property clean up at 519 4<sup>th</sup> Avenue parcel 617-515-001-02-006-00.

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.

**MOTION TO DECLARE PROPERTY AT 519 4<sup>TH</sup> AVENUE A PUBLIC NUISANCE**

Motion was made by Council Member Gouguet, seconded by Council Member Lane to declare property at 519 4<sup>th</sup> Avenue parcel 617-515-001-02-006-00 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 HOLD A PUBLIC HEARING FOR PROPERTY CLEAN UP AT 600 DAVIS ST.**

Motion was made by Council Member Breland, seconded by Council Member Lane to hold a public hearing for property clean up at 600 Davis St. parcel 617-515-003-04-015-00.

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.

**MOTION TO DECLARE PROPERTY AT 600 DAVIS ST. A PUBLIC NUISANCE**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to declare property at 600 Davis St. parcel 617-515-003-04-015-00 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 HOLD A PUBLIC HEARING FOR PROPERTY CLEAN UP AT 401 MOODY ST**

Motion was made by Council Member Breland, seconded by Council Member Lane to hold a public hearing for property clean up at 401 Moody St. parcel 617-515-002-04-043-00.

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.

**MOTION TO DECLARE PROPERTY AT 401 MOODY ST A PUBLIC NUISANCE**

Motion was made by Council Member Gouguet, seconded by Council Member Lane to declare property at 401 Moody St. parcel 617-515-002-04-043-00 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 HOLD A PUBLIC HEARING FOR PROPERTY CLEAN UP AT 611 CARROLL ST.**

Motion was made by Council Member Breland, seconded by Council Member Lane to hold a public hearing for property clean up at 611 Carroll St. parcel 617-111-004-01-045-00.

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.

**MOTION TO DECLARE PROPERTY AT 611 CARROLL ST A PUBLIC NUISANCE**

Motion was made by Council Member Breland, seconded by Council Member Watkins to declare property at 611 Carroll St. parcel 617-111-004-01-045-00 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 HOLD A PUBLIC HEARING FOR PROPERTY CLEAN UP HWY 11 & LAIRD ST**

Motion was made by Council Member Breland, seconded by Council Member Lane to hold a public hearing for property clean up at Hwy 11 and Laird St. parcel 617-111-001-03-020-00.

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.

**MOTION TO DECLARE PROPERTY AT HWY 11 & LAIRD ST A PUBLIC NUISANCE**

Motion was made by Council Member Gouguet, seconded by Council Member Lane to declare property at Hwy & Laird St. parcel 617-111-001-03-020-00 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 HOLD A PUBLIC HEARING FOR PROPERTY CLEAN UP S HAUGH  
WHITFIELD**

Motion was made by Council Member Breland, seconded by Council Member Lane to hold a public hearing for property clean up at S Haugh & Whitfield parcel 617-614-003-04-033-00.

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.

**MOTION TO DECLARE PROPERTY AT S HAUGH & WHITFIELD A PUBLIC  
NUISANCE**

Motion was made by Council Member Watkins, seconded by Council Member Lane to declare property at S Haugh & Whitfield parcel 617-614-003-04-033-00 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 HOLD A PUBLIC HEARING FOR PROPERTY CLEAN UP AT THE  
BURNT HOUSE ON BURLEY AVENUE**

Motion was made by Council Member Breland, seconded by Council Member Lane to hold a public hearing for property clean up on Burley Avenue parcel 617-515-003-04-057-00.

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.

**MOTION TO DECLARE PROPERTY AT THE BURNT HOUSE ON BURLEY AVENUE  
A PUBLIC NUISANCE**

Motion was made by Council Member Watkins, seconded by Council Member Lane to declare property at the burnt house on Burley Avenue parcel 617-515-003-04-057-00. 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.

**ACCEPT DONATIONS TO THE PICAYUNE POLICE DEPARTMENT SUMMER  
YOUTH CAMP**

Motion was made by Council Member Breland, seconded by Council Member Watkins to accept donations for the Picayune Police Department Summer Youth Camp totaling \$2,500.00.

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.

**AUTHORIZE TRAVEL FOR FIRE MARSHALL PAT WEAVER TO ST. AUGUSTINE, FLORIDA**

Motion was made by Council Member Gouguet, seconded by Council Member Breland to authorize travel for Fire Marshall Pat Weaver to St. Augustine, Florida for the purpose of yearly re-certification of arson dog Joanie from October 18-22, 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.

**MOTION TO DENY REQUEST FROM JERRYE BARRE FOR REFUND OF 2003 TAX SALE**

Motion was made by Council Member Lane, seconded by Council Member Watkins to deny request from Jerrye Barre for refund of 2003 Tax Sale.

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 Gouguet 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 Gouguet, seconded by Council Member Breland 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 Breland, seconded by Council Member Gouguet to enter executive session to discuss the following:

Personnel Matter  
Litigation  
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.

### **RETURN TO REGULAR SESSION**

Motion was made by Council Member Gouguet, seconded by Council Member Breland 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 AGREE TO THE SALE OF ARIZONA CHEMICAL BUILDING**

Motion was made by Council Member Gouguet, seconded by Council Member Lane to agree to the sale pursuant to the conditions set forth in the Buyer's offer to purchase the Arizona Chemical building to Huey Stockstill, Inc.

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 Bumpers, seconded by Council Member Gouguet to recess until Tuesday, August 17, 2010 at 5:00 pm.

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.

---

Ed Pinero, Mayor

ATTEST:

---

Priscilla Daniel, City Clerk