

**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, November 15, 2011, at 5:00 p.m. in regular session with the following officials present: Council Members Larry Watkins, Lynn Bumpers, Todd Lane, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton. Mayor Ed Pinero was absent.

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

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

**MOTION TO APPROVE MINUTES OF THE CITY OF PICAYUNE**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to approve the Minutes for the City of Picayune dated November 1, 2011.

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ORDER TO ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT FOR OCTOBER 2011**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to acknowledge receipt of monthly privilege license report for October 2011.

Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date
OP 246385	10/31/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0002961	28073		STUD CHOPPER TOOLS		20.00	
OP 246386	10/31/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0013068	05541		BAYLOUS FUNERAL HOME		20.00	
OP 246392	10/31/2011	GENERAL FUND - OPERATING	Mail - ah	Cash		27085		LITTLE ANGEL'S BOUTIQUE,	2011-2012 PRIVILEGE LICENSE	22.00	
OP 246393	10/31/2011	GENERAL FUND - OPERATING	Mail - ah	Cash		13574		GRAVES, LAVANDA M	2011-2012 PRIVILEGE LICENSE	80.00	
OP 246394	10/31/2011	GENERAL FUND - OPERATING	Mail - ah	Cash		27542		PENTON, WHITNEY ALISHIA	2011-2012 PRIVILEGE LICENSE	30.00	
OP 246399	10/31/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0011826	25005		NISSAN MOTORS,	2011-2012 PRIVILEGE LICENSE	120.00	
OP 246400	10/31/2011	GENERAL FUND - OPERATING	Mail - ah	Cash		14927		CAO KING	2011-2012 PRIVILEGE LICENSE	20.00	
OP 246402	10/31/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0176095	28048		CELLULAR SALES OF MS,	2011-2012 PRIVILEGE LICENSE	20.00	
OP 246407	10/31/2011	GENERAL FUND - OPERATING	Mail - ah	Cash		28074		HARD WIRED	2011-2012 PRIVILEGE LICENSE	20.00	
OP 246408	10/31/2011	GENERAL FUND - OPERATING	Mail - ah	Cash		28075		BURNS BARBER SHOP	2011-2012 PRIVILEGE LICENSE	20.00	
OP 246433	10/31/2011	GENERAL FUND - OPERATING	Mail - ah	Cash		28077		GOOD CENTS	2011-2012 PRIVILEGE LICENSE	20.00	
OP 246437	10/31/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0002870	19411		SHABBY CHIC, ETC	2011-2012 PRIVILEGE LICENSE	20.00	
OP 246438	10/31/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0002734	14244		A NEW CREATION STYLING SALON INC,	2011-2012 PRIVILEGE LICENSE	20.00	
OP 246439	10/31/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0001896	12763		MID STREAM MARINE	2011-2012 PRIVILEGE LICENSE	62.50	
OP 246440	10/31/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0001969	14330		BEIQUE RONALD	2011-2012 PRIVILEGE LICENSE	24.00	
OP 246442	10/31/2011	GENERAL FUND - OPERATING	Mail - ah	Cash		28078		ACOSTA CONSTRUCTION	2011-2012 PRIVILEGE LICENSE	20.00	
OP 246447	10/31/2011	GENERAL FUND - OPERATING	Mail - ah	Cash		28079		CARTEX, INC	2011-2012 PRIVILEGE LICENSE	20.00	

10

Run: 10/31/2011 @ 3:54 PM

Page: 2

City of Picayune

**Browse Receipts [GENERAL FUND - OPERATING, Mail - ah, by Date]**

Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date
OP	246450	10/31/2011	GENERAL FUND - OPERATING	Cash		28080		SEWME	2011-2012 PRIVILEGE LICENSE	20.00	
										578.60	

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Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date
OP 243763	10/14/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0004713	24722		BUDDY-HOP QUICK STOP-SMITH,	2011-2012 PRIV LICENSE	44.00	
OP 243769	10/14/2011	GENERAL FUND - OPERATING	Mall - ah	Cash		26038		SEAN ONE AUDIO	2011-2012 PRIV LICENSE	22.00	
OP 243774	10/14/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0686394	15064		KEN'S COMPLETE CAR CARE	2011-2012 PRIV LICENSE	20.00	
OP 243780	10/14/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0007748	26910		KELLIE'S POOR BOY EXPRESS,	2011-2012 PRIV LICENSE	22.00	
OP 243791	10/14/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0154691	14746		ENTERPRISE RENT-A-CAR	2011-2012 PRIV LICENSE	20.00	
OP 243800	10/14/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0004082	13909		GALIANOS	2011-2012 PRIV LICENSE	20.00	
OP 243811	10/14/2011	GENERAL FUND - OPERATING	Mall - ah	Cash		27607		CONSIGNMENTS ARE US LLC,	2011-2012 PRIV LICENSE	22.00	
OP 243814	10/14/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0001233	28039		SUNSAATIONAL TANS & BOUTIQUE	2011-2012 PRIV LICENSE	22.00	
OP 243822	10/14/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0002042	26040		DESTINY'S STANDOUT STYLES	2011-2012 PRIV LICENSE	20.00	
OP 243825	10/14/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0001219	28041		SPS CONSTRUCTION	2011-2012 PRIV LICENSE	33.00	
OP 243827	10/14/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0000339	19107		BEAUTY BOX, THE	2011-2012 PRIV LICENSE	20.00	
OP 243831	10/14/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0001828	28042		INSTANT BAIL BONDING	2011-2012 PRIV LICENSE	22.00	
OP 243836	10/14/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0001194	24749		ST. JOSEPH HOSPICE,	2011-2012 PRIV LICENSE	33.00	
										<b>320.00</b>	

Run: 10/14/2011 @ 4:26 PM Page: 1

City of Placayune  
GENERAL FUND - OPERATING, Mail - ah, by Date

12

City of Picaune Browse Receipts [GENERAL FUND - OPERATING, Mail - ah, by Date]										Page: 1	Web
Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date
OP 242642	10/11/2011	GENERAL FUND - OPERATING	Mail - ah	Check	000880	03017		WILSON, SUZAN M	2011-2012 PRIV LIC	20.00	
OP 242645	10/11/2011	GENERAL FUND - OPERATING	Mail - ah	Check	000244	05408		POOCH PIT, THE	2011-2012 PRIV LIC	20.00	
OP 242648	10/11/2011	GENERAL FUND - OPERATING	Mail - ah	Cash		05594		PATRIOT PAWIN & JEW	2011-2012 PRIV LIC	600.00	
OP 242651	10/11/2011	GENERAL FUND - OPERATING	Mail - ah	Cash		28022		MACDONALD ELECTRIC	2011-2012 PRIV LIC	20.00	
OP 242653	10/11/2011	GENERAL FUND - OPERATING	Mail - ah	Check	1069430	14720		CATO #603N	2011-2012 PRIV LIC	25.00	
OP 242655	10/11/2011	GENERAL FUND - OPERATING	Mail - ah	Check	1069431	05545		CATO FASHIONS # 803	2011-2012 PRIV LIC	20.00	
OP 242661	10/11/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0001035	16602		PROFESSIONAL SECURITY SERVICE	2011-2012 PRIV LIC	30.00	
OP 242665	10/11/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0022706	28023		PAUL'S PASTRY SHOP NORTH	2011-2012 PRIV LIC	50.00	
OP 242667	10/11/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0028024	28024		PAUL'S PASTRY PRODUCTIONS, LLC	2011-2012 PRIV LIC	80.00	
OP 242671	10/11/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0013077	05416		INDUSTRIAL FABRIC INC	2011-2012 PRIV LIC	80.00	
OP 242673	10/11/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0012132	28025		INDUSTRIAL TRANSPORTATION	2011-2012 PRIV LIC	80.00	
										985.00	

Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date
OP 241497	10/06/2011	GENERAL FUND - OPERATING	Mail - ah	Check	42282051	15863		RENT A CENTER #2673	2011-2012 PRIV LIC	32.50	
OP 241503	10/06/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0001246	28004		BAYOU II	2011-2012 PRIV LIC	20.00	
OP 241510	10/06/2011	GENERAL FUND - OPERATING	Mail - ah	Check	4585955	28005		PICTURE ME PORTRAIT STUDIO # 10870	2011-2012 PRIV LIC	20.00	
OP 241515	10/06/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0072693	28006		BURKES OUTLET # 592	2011-2012 PRIV LIC	92.50	
OP 241522	10/06/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0046416	28007		DIRT CHEAP, LLC	2011-2012 PRIV LIC	55.00	
OP 241528	10/06/2011	GENERAL FUND - OPERATING	Mail - ah	Cash		28008		D'S HAIR SALON	2011-2012 PRIV LIC	20.00	
OP 241530	10/06/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0001509	19188		PICARELLA, APRIL	2011-2012 PRIV LIC	20.00	
OP 241532	10/06/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0001008	28009		STATEWIDE LAND COMPANY, LLC	2011-2012 PRIV LIC	20.00	
OP 241540	10/06/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0001727	28010		LEE'S DISCOUNT BEER & TOBACCO	2011-2012 PRIV LIC	35.00	
OP 241541	10/06/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0002150	04768		GINN REALTY,	2011-2012 PRIV LIC	20.00	
OP 241544	10/06/2011	GENERAL FUND - OPERATING	Mail - ah	Cash	0000020	28011		OLD SCHOOL PRODUCTION	2011-2012 PRIV LIC	20.00	
OP 241547	10/06/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0003356	02800		MC GREW, BARBARA	2011-2012 PRIV LIC	20.00	
OP 241549	10/06/2011	GENERAL FUND - OPERATING	Mail - ah	Cash	0000020	28012		SPIRITUAL PATHWAYS	2011-2012 PRIV LIC	20.00	
OP 241551	10/06/2011	GENERAL FUND - OPERATING	Mail - ah	Cash		27174		END ZONE,	2011-2012 PRIV LIC	467.00	
OP 241553	10/06/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0008518	28013		POTTERY & MORE	2011-2012 PRIV LIC	32.50	
OP 241554	10/06/2011	GENERAL FUND - OPERATING	Mail - ah	Cash		27648		TRAFFIC JAMS OF PIQUETTE,	2011-2012 PRIV LIC	20.00	
OP 241555	10/06/2011	GENERAL FUND - OPERATING	Mail - ah	Check		24867		SPORTSMAN GUN & PAWN I,	2011-2012 PRIV LIC	620.00	
										<b>1,534.50</b>	

19

Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date
OP 241269	10/05/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0002018	17154		GERALD CRUTHIRD P-A-OFC,	2011-2012 PRIV LICENSE	20.00	
OP 241270	10/05/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0005314	00004		WHOLE HEALTH CONNECTION	2011-2012 PRIV LICENSE	50.00	
OP 241271	10/05/2011	GENERAL FUND - OPERATING	Mall - ah	Cash		27979		ALMOST NEW, LLC	2011-2012 PRIV LICENSE	20.00	
OP 241272	10/05/2011	GENERAL FUND - OPERATING	Mall - ah	Cash		27980		SIX-O-ONE FASHION ACCESSORIES	2011-2012 PRIV LICENSE	20.00	
OP 241277	10/05/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0002917	27981		HUNTERS ELECTRIC	2011-2012 PRIV LICENSE	20.00	
OP 241279	10/05/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0002918	27982		HUNTERS A/C REPAIR	2011-2012 PRIV LICENSE	20.00	
OP 241281	10/05/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0019115	04543		ULERICH, RICHARD	2011-2012 PRIV LICENSE	20.00	
OP 241285	10/05/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0001762	27983		MARTIN JARVIS JEWELERS	2011-2012 PRIV LICENSE	150.00	
OP 241288	10/05/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0001294	27030		ISLAND BREEZE COFFEE HOUSE LLC,	2011-2012 PRIV LICENSE	20.00	
OP 241293	10/05/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0001508	27984		A+ JAILBREAK BAIL BONDING	2011-2012 PRIV LICENSE	20.00	
OP 241302	10/05/2011	GENERAL FUND - OPERATING	Mall - ah	Cash		27985		ROBERT'S ANTIQUES AND COLLECTIBLES	2011-2012 PRIV LICENSE	20.00	
OP 241310	10/05/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0005253	11936		PICAYUNE ITEM	2011-2012 PRIV LICENSE	75.00	
OP 241312	10/05/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0012766	01277		ROPER SUPPLY CO, LLC	2011-2012 PRIV LICENSE	92.50	
OP 241314	10/05/2011	GENERAL FUND - OPERATING	Mall - ah	Cash		15659		LIZANA'S BARBER SHOP	2011-2012 PRIV LICENSE	20.00	
OP 241316	10/05/2011	GENERAL FUND - OPERATING	Mall - ah	Cash		06407		JOE B WHITEHEAD/WASTE RIA	2011-2012 PRIV LICENSE	20.00	
OP 241317	10/05/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0000026	25178		WELLNESS WORKS,	2011-2012 PRIV LICENSE	90.00	
										677.50	

15

Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date
OP 240672	10/03/2011	GENERAL FUND - OPERATING	Mall - ah	Check	000594	16195		CRESCENT CAFE	2011-2012 PRIV LICENSE	45.00	
OP 240673	10/03/2011	GENERAL FUND - OPERATING	Mall - ah	Check	000013	17721		COSME CHARITY LAKE	2011-2012 PRIV LICENSE	35.00	
OP 240674	10/03/2011	GENERAL FUND - OPERATING	Mall - ah	Check	1785041	18389		AARON RENTS	2011-2012 PRIV LICENSE	62.50	
OP 240676	10/03/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0011921	16729		HOOKE'S ACE HARDWARE	2011-2012 PRIV LICENSE	150.00	
OP 240677	10/03/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0011921	05419		QUICK & GRICE INC	2011-2012 PRIV LICENSE	170.00	
OP 240678	10/03/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0001193	05287		QUICK & GRICE	2011-2012 PRIV LICENSE	20.00	
OP 240680	10/03/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0018664	27978		NORTH LAKE HEIMATOLGUYONG	2011-2012 PRIV LICENSE	20.00	
OP 240681	10/03/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0170305	16867		STRATEGIC RESTAURANTS BK	2011-2012 PRIV LICENSE	39.00	
OP 240682	10/03/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0002228	06132		VFW POST #3804	2011-2012 PRIV LICENSE	172.00	
OP 240770	10/03/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0024655	04791		FIRST NATL BK NORTH	2011-2012 PRIV LICENSE	30.00	
OP 240771	10/03/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0024655	05599		FIRST NATIONAL BANK(4)	2011-2012 PRIV LICENSE	30.00	
OP 240775	10/03/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0024655	13337		FIRST NATIONAL BANK(5)	2011-2012 PRIV LICENSE	20.00	
OP 240787	10/03/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0024655	03014		FIRST NATIONAL BANK(2)	2011-2012 PRIV LICENSE	128.00	
OP 240795	10/03/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0011000	27978		SUN CITY OF THE GULF COAST, LLC	2011-2012 PRIV LICENSE	20.00	
OP 240797	10/03/2011	GENERAL FUND - OPERATING	Mall - ah	Check	4631715	00056		CHARTER RENAISSANCE MEDIA	2011-2012 PRIV LICENSE	30.00	
OP 240801	10/03/2011	GENERAL FUND - OPERATING	Mall - ah	Check	1391010	15142		SALLY'S BEAUTY CO	2011-2012 PRIV LICENSE	50.00	
OP 240876	10/03/2011	GENERAL FUND - OPERATING	Mall - ah	Check	0001533	17055		ALISON CUSTOMS	2011-2012 PRIV LICENSE	20.00	

16

Run: 10/03/2011 @ 4:06 PM

Page: 2  
Mike

**City of Picayune**  
**Browse Receipts [GENERAL FUND - OPERATING, Mail - ah, by Date]**

Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date
OP 240804	10/03/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0014725	24281		CENTURY 21 ERIC ENTERPRISES	2011-2012 PRIV LICENSE	20.00	
OP 241046	10/03/2011	GENERAL FUND - OPERATING	Mail - ah	Cash		00252		BILBREY, JIM	2011-2012 PRIV LICENSE	20.00	
OP 241052	10/03/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0001503	17116		BARR, KATHRYN	2011-2012 PRIV LICENSE	20.00	
OP 241054	10/03/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0001779	06106		LOE REALTY	2011-2012 PRIV LICENSE	20.00	
OP 241057	10/03/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0010893	19864		GUARINO DISTRIBUTING CO, LLC	2011-2012 PRIV LICENSE	50.00	
OP 241084	10/03/2011	GENERAL FUND - OPERATING	Mail - ah	Check	0006636	27236		AVALON MARBLE LLC,	2011-2012	40.00	
										1,211.50	

17

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ORDER TO ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS REQUEST REPORT FOR OCTOBER 2011**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to acknowledge receipt of the monthly public records request report for October 2011.

REGULAR MEETING NOVEMBER 15, 2011

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS OCTOBER 2011				
DATE	PERSON REQUESTING	SUBJECT MATTER	DATE FILLED/ DENIED	ACTION
10/31/11	PICAYUNE HOUSING AUTHORITY	#8 FINGERPRINTS & #2 RECORD'S CHECK	10/31/11	APPROVED
10/31/11	SHANNON BELL	ACCIDENT REPORT # 2011-10-2073	10/31/11	APPROVED
10/31/11	LT. LAMAR THOMPSON	ACCIDENT REPORT # 2011-10-1676	10/31/11	APPROVED
10/31/11	PRC SHERIFF'S OFFICE	RECORD'S CHECK ON CONRAD CARUSON & VIRGINIA BRUCE	10/31/11	APPROVED
10/31/11	LINDA MARTIN	ACCIDENT REPORT # 2011-10-1980	10/31/11	APPROVED
10/31/11	MADELYN MARIE BERGHAM	RECORD'S CHECK	10/31/11	APPROVED
10/31/11	SUSAN GIBBS	ACCIDENT REPORT# 2011-10-2339	10/26/11	APPROVED
10/27/11	CAPT. THERESA MILAR	ACCIDENT REPORT # 2011-10-1676	10/27/11	APPROVED
10/26/11	SOFIA PENT	ACCIDENT REPORT # 2011-10-1650	10/26/11	APPROVED
10/26/11	BRITTANY WILKERSON	ACCIDENT REPORT # 2011-10-1650	10/26/11	APPROVED
10/26/11	MICHELLE COUTURE	ACCIDENT REPORT # 2011-02-0573	10/26/11	APPROVED
10/26/11	CAPT. THERESA MILAR	ACCIDENT REPORT # 2011-10-1057	10/26/11	APPROVED
10/19/11	BRANDON HUBER	ACCIDENT REPORT # 2011-10-1676	10/19/11	APPROVED
10/26/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-11-1616	10/26/11	APPROVED
10/26/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-10-1980	10/26/11	APPROVED
10/26/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-09-2566	10/26/11	APPROVED
10/26/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-10-1951	10/26/11	APPROVED
10/26/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-10-0045	10/26/11	APPROVED
10/26/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-09-3115	10/26/11	APPROVED
10/26/11	FARM BUREAU	ACCIDENT REPORT # 2011-10-1221	10/26/11	APPROVED
10/19/11	BRANDON HUBER	ACCIDENT REPORT # 2011-10-1676	10/19/11	APPROVED
10/26/11	ACCIDENT REPORT # 2011-10-2175	ACCIDENT REPORT # 2011-10-2175	10/26/11	APPROVED
10/26/11	AULTMANN, TYNER & RUFFIN, LTD.	SUBPOENA DUCES TECUM	10/26/11	APPROVED
10/25/11	PRC SHERIFF'S OFFICE	RECORD'S CHECK ON CORY J MATEYA	10/25/11	APPROVED
10/25/11	SCOTT DAVIS (MDOC)	INCIDENT REPORT 11/10/1913	10/25/11	APPROVED
10/25/11	UNITED STATES DISTRICT COURT	RECORD CHECK ON LARRY NECAISE & KIMBERLY EASTERLING	10/25/11	APPROVED
10/25/11	RAECHIL CONRAD	ACCIDENT REPORT # 2011-10-2175	10/25/11	APPROVED
10/24/11	HEATHER STOCKSTILL	ACCIDENT REPORT # 2011-10-1951	10/24/11	APPROVED
10/21/11	LT. LAMAR THOMPSON	ACCIDENT REPORT # 2011-10-1057	10/21/11	APPROVED
10/17/11	METROPOLITAN REPORTING BUREAU	CRASH REPORT # 2011-09-2905	10/17/11	APPROVED
10/17/11	LEXIS NEXIS	CRASH REPORT # 2011-10-0832	10/17/11	APPROVED
10/17/11	LEXIS NEXIS	CRASH REPORT # 2011-10-0298	10/17/11	APPROVED
10/17/11	LEXIS NEXIS	CRASH REPORT # 2011-10-0931	10/17/11	APPROVED
10/17/11	LEXIS NEXIS	CAD NOTES 2011-09-3154	10/17/11	APPROVED
10/17/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-10-0440	10/17/11	APPROVED
10/17/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-10-0241	10/17/11	APPROVED
10/17/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-10-0240	10/17/11	APPROVED
10/17/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-08-0990	10/17/11	APPROVED
10/17/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-10-0990	10/17/11	APPROVED
10/17/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-10-0590	10/17/11	APPROVED
10/17/11	METROPOLITAN REPORTING BUREAU	CRASH REPORT # 2011-09-0248	10/17/11	APPROVED
10/17/11	KIEFER & KIEFER	CRASH REPORT # 2011-08-0039	10/17/11	APPROVED
10/17/11	ALFA INSURANCE	CRASH REPORT # 2011-09-1965	10/17/11	APPROVED
10/17/11	FARM BUREAU	ACCIDENT REPORT # 2011-09-2481	10/17/11	APPROVED
10/17/11	METROPOLITAN REPORTING BUREAU	CRASH REPORT # 2011-09-3141	10/17/11	APPROVED
10/17/11	PROGRESSIVE INSURANCE COMPANY	CAD NOTES 11-10-0710	10/17/11	APPROVED
10/17/11	METROPOLITAN REPORTING BUREAU	CAD NOTES 2011-09-2561	10/27/11	APPROVED
10/27/11	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2011-06-2029	10/27/11	APPROVED
10/17/11	METROPOLITAN REPORTING BUREAU	CRASH REPORT # 2011-09-2905	10/17/11	APPROVED
10/17/11	METROPOLITAN REPORTING BUREAU	CRASH REPORT # 2011-09-3115	10/17/11	APPROVED
10/17/11	JOHN GALBO	ACCIDENT REPORT # 2011-10-1304	10/17/11	APPROVED
10/17/11	GLENNA LADNER	ACCIDENT REPORT # 2011-09-3115	10/17/11	APPROVED

REGULAR MEETING NOVEMBER 15, 2011

10/17/11	UNITED STATES DISTRICT COURT	RECORD'S CHECK ON PAUL HOWARD HALL	10/17/11	APPROVED
10/14/11	ROBERT TIMMONS	ACCIDENT REPORT # 2011-10-0590	10/14/11	APPROVED
10/14/11	ROZALIND MAGEE	ACCIDENT REPORT # 2011-09-3125	10/14/11	APPROVED
10/14/11	TODD BROWN	CRASH REPORT # 2011-10-0440	10/14/11	APPROVED
10/13/11	JAMES WALKER	INCIDENT REPORT # 2011-09-1684	10/13/11	APPROVED
10/13/11	TONY MITCHELL	ACCIDENT REPORT # 2011-10-0832	10/13/11	APPROVED
10/12/11	THOMAS GILUSO	ACCIDENT REPORT # 2011-10-0043	10/12/11	APPROVED
10/12/11	DENISE JONES	ACCIDENT REPORT # 2011-09-2584	10/12/11	APPROVED
10/12/11	UNITED STATES DISTRICT COURT	RECORD'S CHECK ON YVETTE HAYDEN	10/12/11	APPROVED
10/12/11	JASON DUANE SHOEMAKE	RECORD CHECK ON LARRY NECAISE & KIMBERLY EASTERLING	10/12/11	APPROVED
10/11/11	BRAZORIA COUNTY CRIMINAL DISTRICT ATTORNEY	INCIDENT REPORT # 2004-259	10/11/11	APPROVED
10/11/11	PAUL BYRD	ACCIDENT REPORT # 2011-10-0931	10/11/11	APPROVED
10/11/11	JANET WINEBERRY	ACCIDENT REPORT # 2011-10-0440	10/11/11	APPROVED
10/11/11	BRYCE KENDRICK	ACCIDENT REPORT # 2011-10-0045	10/11/11	APPROVED
10/11/11	DARREN CHAMPAGNE	ACCIDENT REPORT # 2011-09-1506	10/11/11	APPROVED
10/11/11	MISSISSIPPI ALCOHOLIC BEVERAGE CONTROL	#3 BACKGROUND CHECKS	10/11/11	APPROVED
10/11/11	LEOLA COLEMAN	ACCIDENT REPORT # 2011-10-0303	10/11/11	APPROVED
10/10/11	UNITED STATES DISTRICT COURT	#2 RECORD CHECKS	10/10/11	APPROVED
10/10/11	STATE OF LA GAMING ENFORCEMENT DIVISION	RECORD CHECK ON LAURA RAIFORD	10/10/11	APPROVED
10/10/11	GAYLA EASTERLING	RECORD'S CHECK	10/10/11	APPROVED
10/10/11	ACYE ADAMS	INCIDENT REPORT # 2011-09-3064	10/10/11	APPROVED
10/07/11	EDWARD HOWEL	ACCIDENT REPORT # 2011-09-3115	10/07/11	APPROVED
10/06/11	JEAN PIERRE AZED	ACCIDENT REPORT # 2011-10-0169	10/06/11	APPROVED
10/06/11	DOROTHY BREWER	RECORD'S CHECK FOR ELMWOOD MANOR	10/06/11	APPROVED
10/06/11	YOUTH COURT DIVISION	COPY OF INCIDENT REPORTS	10/06/11	APPROVED
10/12/11	BETTY HERRIN	ACCIDENT REPORT # 2011-10-0303	10/12/11	APPROVED
10/05/11	JOHNNY MUNSON	ACCIDENT REPORT # 2011-09-3035	10/05/11	APPROVED
10/04/11	FREDERICK BUTLER	ACCIDENT REPORT # 2011-10-0044	10/04/11	APPROVED
10/10/11	LINDA JENKINS	ACCIDENT REPORT # 2011-09-3137	10/10/11	APPROVED
09/13/11	SLIDELL RECRUITING STATION	RECORD CHECK ON ERICK WALLACE SMITH	09/13/11	APPROVED
10/06/11	JOSHUA SPARKS	RECORD'S CHECK	10/06/11	APPROVED
10/05/11	PRC SHERIFF'S OFFICE	#4 RECORD CHECKS	10/05/11	APPROVED
10/05/11	LOUISIANA STATE POLICE	RECORD CHECK ON LAURE COLLINS	10/05/11	APPROVED
10/05/11	STATE OF MS DEPT OF CORRECTIONS	COPY OF INCIDENTS 04-04-3410,05-052039,06-06-1899	10/05/11	APPROVED
10/05/11	TINA MESSICK	RECORD CHECK	10/05/11	APPROVED
10/05/11	AMANDA TATE	RECORD CHECK	10/05/11	APPROVED
10/05/11	STEPHANIE LOTT	ACCIDENT REPORT # 2011-10-0240	10/05/11	APPROVED
10/04/11	MEMORIAL HOSPITAL	RECORD'S CHECK ON SHANNON COLEMAN	10/04/11	APPROVED
10/04/11	DEBBIE MAILHES	ACCIDENT REPORT # 2011-09-2566	10/04/11	APPROVED
10/04/11	CHUCKIE L PATRICK	ACCIDENT REPORT # 2011-09-2445	10/04/11	APPROVED
10/04/11	CARLOS JOHNSON	JAIL TIME ALLOTMENT	10/04/11	APPROVED
10/04/11	COUNTY OF LOS ANGELES, SHERIFF'S DEPT HEADQUARTERS	RECORD CHECK ON FABIOLA RAMIREZ	10/04/11	APPROVED
10/04/11	SANDY SPRINGS POLICE DEPARTMENT	RECORD CHECK ON RASHID M SHABAZZ	10/04/11	APPROVED
10/04/11	UNITED STATES DISTRICT COURT	RECORD'S CHECK ON CARLOS FUNZIE	10/04/11	APPROVED
10/04/11	UNITED STATES DISTRICT COURT	RECORD'S CHECK ON SHIRLEY BULLOCK	10/04/11	APPROVED
10/04/11	FBI NICS	DISPOSITION ON FELONY CASE	10/04/11	APPROVED
10/04/11	PICAYUNE APARTMENTS	RECORD CEHCK ON ARLANDO BRADFORD	10/04/11	APPROVED
10/04/11	PRC SHERIFF'S OFFICE	RECORD'S CHECK ON JOSEPH SCOTT ROGERS	10/04/11	APPROVED
10/04/11	UNITED STATES DISTRICT COURT	RECORD CHECK ON CLIFFORD LAWRENCE	10/04/11	APPROVED
10/03/11	EDWIN DESHOTEL	ACCIDENT REPORT # 2011-09-2481	10/03/11	APPROVED
10/03/11	GWENDOLYN THOMPSON	INCIDENT REPORT # 2011-07-1070	10/03/11	APPROVED

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO ACCEPT PLANNING COMMISSION MINUTES DATED OCTOBER 11, 2011**

Motion was made by Council Member Gouquet, seconded by Council Member Watkins to accept Planning Commission Minutes dated October 11, 2011.

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO MOVE REQUEST TO ADOPT AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF PICAYUNE TO THE FOOT OF THE AGENDA**

Motion was made by Council Member Breland, seconded by Council Member Gouquet to move the request to adopt an ordinance extending the corporate limits of the City of Picayune to the foot of the agenda.

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE INTERLOCAL AGREEMENT BETWEEN CITY OF PICAYUNE AND PEARL RIVER COUNTY TO ADMINISTER THE CITY'S FLOOD DAMAGE PREVENTION ORDINANCE**

Motion was made by council Member Gouquet, seconded by Council Member Watkins to approve Interlocal Agreement between City of Picayune and Pearl River County to administer the City's Flood Damage Prevention Ordinance.

**INTERLOCAL AGREEMENT**

Inter-local Agreement between Pearl River County and the City of Picayune.

This resolution/agreement, made and entered into this the 14 day of November 2011, by and between the City of Picayune, a municipal corporation organized and existing pursuant to the laws of the State of Mississippi, Party of the First Part and hereinafter referred to as the CITY and Pearl River County, a political subdivision of the State of Mississippi established and operating pursuant to the laws of the State of Mississippi, Party of the Second Part and hereinafter referred to as the COUNTY;

WITNESSETH:

WHEREAS, the CITY and the COUNTY, pursuant to the authority granted by Title 29 of the Mississippi Code of 1972, as annotated and amended, hereby covenant and agree as follows:

1. That the CITY hereby contracts with the COUNTY to use the services of the Planning Department of the COUNTY to administer the CITY's Flood Damage Prevention Ordinance within the corporate limits and extra-territorial jurisdiction of the CITY.
2. That the services of the Pearl River County Planning Department shall be performed at no cost to the CITY. However, should any claims arise out of the services provided by the COUNTY under this agreement, the CITY agrees to indemnify and hold the COUNTY, its employees, agents and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, costs or attorney's fees resulting from any action brought against Pearl River County, its employees, agents, contractors and Commissioners arising as a result of these services performed on behalf of the CITY that are the subject matter of this Agreement.
3. That all fees and charges associated with administering the Flood Damage Prevention Ordinance as adopted by the Pearl River County Board of Supervisors, shall be collected by the COUNTY, shall be the sole property of the COUNTY, and no part thereof shall be payable to the CITY.
4. That all development to take place within the CITY's corporate limits or extra-territorial jurisdiction shall be subject to the rules and regulations set forth in the aforementioned Flood Damage Prevention Ordinance. No building permits shall be issued for any property until the flood zone is determined and the necessary building standards are met. If the property is located within the Special Flood Hazard Area and if the structure is to be constructed within the flood hazard area, preliminary and final elevation certificates will be required.
5. That the Pearl River County Planning Department will use every effort to enforce the Flood Damage Prevention Ordinance, except that if any civil or criminal action becomes necessary, the CITY shall bring any legal action as may be required to effectively enforce said Ordinance, upon written notice from the Pearl River County Planning Department of such violations.

REGULAR MEETING NOVEMBER 15, 2011

6. That this Agreement shall continue until such time as either the CITY or COUNTY resolves to discontinue the Agreement and presents six (6) months written notice to the other party of said termination or upon mutual agreement of both parties.
7. This Agreement may only be modified in writing and executed by both parties.
8. That the effective date of this Inter-local Agreement shall be the 14 day of November, 2011.

IN WITNESS WHEREOF, the City of Picayune has caused this Agreement to be signed in its name by its Mayor, attested by its Clerk, and its Official Seal to be hereunto affixed, and Pearl River County has caused this agreement to be signed in its name by the President of the Board of Supervisors and attested by the Clerk of its Board and its Official Seal to be hereunto affixed, the day and year first above written.

CITY OF PICAYUNE

By: Edward Pinero Mayor

ATTEST: David Earl Johnson Clerk

PEARL RIVER COUNTY

By: Patrick Lee Vice-President, Board of Supervisors

ATTEST: David Earl Johnson Clerk

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO ACCEPT MONTHLY BUDGET REPORT FOR THE MONTH OF OCTOBER 2011**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to accept the monthly budget report for the month of October 2011.

REGULAR MEETING NOVEMBER 15, 2011

Run: 11/10/2011 at 11:39 AM

GF Statement of Activity - MTD and YTD with Budget  
City of PicaYune  
For 10/31/2011

Page: 1

29

Financial Report	Annual Budget	MT-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Revenues</b>						
001-000-200-00-000-000 AD VALORM TAXES-CURRENT	1,291,395	356	356	107,616	(107,260)	0
001-000-201-00-000-000 AUTO AND MOBILE HOME	239,509	17,097	17,097	19,959	(2,862)	7
001-000-202-00-000-000 PERSONAL TAXES	377,895	636	636	31,491	(30,855)	0
001-000-203-00-000-000 AD VALORM-DELINQUENT	6,500	534	534	542	(8)	8
001-000-210-00-000-000 PENALTIES & INTEREST	7,400	781	781	617	164	11
001-000-211-00-000-000 OTHER FEES	1,200	0	0	1,000	(200)	0
001-000-214-00-000-000 TAX COLLECTION COSTS	46,000	891	891	4,000	(3,109)	18
001-000-216-00-000-000 FEE PER LICENSURE	30,000	5,307	5,307	2,500	2,807	18
001-000-220-01-000-000 LICENSE FEES	815,075	0	0	51,250	(51,250)	0
001-000-221-00-000-000 FRANCHISE CHARGES-UTILITIES	815,075	104,904	104,904	131	83,824	17
001-000-222-00-000-000 BUILDING PERMITS	40,000	3,437	3,437	3,437	0	9
001-000-223-00-000-000 PLANNING/ZONING APPLICATIONS	6,500	325	325	542	(217)	5
001-000-224-00-000-000 LOT CLEAN UP	35,000	0	0	2,817	(2,817)	0
001-000-225-00-000-000 SPECIAL USE RESORT ZONING PERMITS	9,000	0	0	750	(750)	0
001-000-241-00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	2,292	(2,292)	0
001-000-247-02-000-000 BULLET PROOF VEST 2006	11,412	0	0	951	(951)	0
001-000-250-00-000-000 MUNICIPAL-STATE AID	17,500	5,446	5,446	1,458	3,988	31
001-000-251-00-000-000 HOMESTEAD EXEMPTION REIMB.	106,050	0	0	8,838	(8,838)	0
001-000-253-11-000-000 DOMESTIC VIOLENCE GRANT	45,000	0	0	3,750	(3,750)	0
001-000-253-28-000-000 USM PROJECT SAFE	0	10,480	10,480	0	10,480	0
NEIGHBORHOOD GRANT						
001-000-256-00-000-000 DRUG/ALCOHOL CM GRANT	75,000	22,188	22,188	6,250	15,938	30
001-000-260-00-000-000 GENERAL SALES TAX	3,960,000	318,785	318,785	330,000	(11,215)	8
001-000-262-01-000-000 MUN. FIRE REBATE FUND	55,647	0	0	4,629	(4,629)	0
001-000-262-02-000-000 1/4 WILL LEVY FIRE PROTECTION	19,959	199	199	1,663	(1,464)	1
001-000-262-03-000-000 MUN. FIRE REBATE FUNDS-CODE	1,831	0	0	153	(153)	0
001-000-262-04-000-000 ANNUAL SHELTER	6,500	0	0	542	(542)	0
001-000-270-00-000-000 FEA TAXES	220,000	2,330	2,330	18,533	(16,203)	1
001-000-271-00-000-000 FEA TAXES	120,000	20,716	20,716	10,658	10,058	17
001-000-276-00-000-000 SCHOOL PATROL	12,000	20,061	20,061	28,800	(6,739)	8
001-000-289-00-000-000 MUN. COURT VARRANT OFFICER	322,000	2,079	2,079	2,875	(806)	6
001-000-330-00-000-000 COURT FINES & FEES	3,800	0	0	317	(317)	0
001-000-334-00-000-000 SPECIAL POLICE SERVICE	1,000	135	135	83	52	14
001-000-335-00-000-000 POLICE EQUIP ASSESSMENTS	11,000	674	674	917	(243)	6
001-000-336-00-000-000 COLLECTION FEE	20,000	1,064	1,064	1,667	(603)	5
001-000-338-10-000-000 MUNICIPAL COURT EVIDENCE	0	200	200	0	200	0
001-000-340-00-000-000 INTEREST EARNED	0	820	820	0	820	0
001-000-348-10-000-000 SUMMER YOUTH CAMP DONATION	0	56	56	0	56	0
001-000-348-02-000-000 ADOPT A FLOWERBED	0	0	0	0	0	0
001-000-355-00-000-000 MISCELLANEOUS INCOME	0	17,800	17,800	0	17,800	0
001-000-393-00-000-000 SALE OF PROPERTY	0	0	0	0	0	0
<b>Total Revenues</b>	<b>7,768,269</b>	<b>557,381</b>	<b>557,381</b>	<b>647,357</b>	<b>(89,976)</b>	<b>7</b>
<b>Expenditures</b>						
<b>Municipal Council Expenses</b>	<b>65,527</b>	<b>7,603</b>	<b>7,603</b>	<b>5,461</b>	<b>(2,142)</b>	<b>12</b>
<b>PERSONNEL</b>	<b>500</b>	<b>0</b>	<b>0</b>	<b>42</b>	<b>42</b>	<b>0</b>
<b>SUPPLIES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

GF Statement of Activity - MTD and YTD with Budget  
City of Piquette  
For 10/31/2011

Financial Report	Annual Budget	MTD Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
OUTSIDE SERVICES	49,200	4,182	12,134	9,603	(431)	9
Total Municipal Council Expenses	113,227	11,790	12,134	9,603	(2,531)	11
<b>Municipal Court Expenses</b>						
PERSONNEL	231,683	24,951	24,951	19,308	(5,643)	11
SUPPLIES	3,000	1,039	1,139	250	(949)	40
OUTSIDE SERVICES	55,908	3,709	3,709	4,859	950	7
Total Municipal Court Expenses	290,591	29,699	29,859	24,217	(5,642)	10
<b>City Attorney Expenses</b>						
PERSONNEL	9,531	1,062	1,062	796	(266)	11
OUTSIDE SERVICES	20,000	5,685	5,685	1,667	(4,018)	28
Total City Attorney Expenses	29,531	6,747	6,747	2,463	(4,284)	23
<b>City Manager Expenses</b>						
PERSONNEL	128,848	15,906	15,906	10,738	(5,168)	12
SUPPLIES	4,750	1,239	1,178	396	(782)	25
OUTSIDE SERVICES	16,500	1,479	1,594	1,359	(195)	10
Total City Manager Expenses	149,998	18,624	18,638	12,493	(6,145)	12
<b>General Services Expenses</b>						
PERSONNEL	16,627	1,854	1,854	1,387	(467)	11
SUPPLIES	7,700	1,012	797	642	(145)	10
OUTSIDE SERVICES	216,500	7,747	7,747	18,042	10,295	4
Total General Services Expenses	240,827	10,613	10,398	20,071	9,683	4
<b>Financial Expenses</b>						
PERSONNEL	156,312	20,758	20,758	13,026	(7,732)	13
SUPPLIES	7,500	1,947	887	825	(122)	12
OUTSIDE SERVICES	69,400	3,799	3,401	5,784	2,383	5
Total Financial Expenses	233,212	26,404	25,056	19,435	(3,621)	11
<b>Code Enforcement Expenses</b>						
PERSONNEL	173,890	15,151	15,151	14,491	(660)	9
SUPPLIES	3,250	1,245	602	271	(331)	19
OUTSIDE SERVICES	16,500	1,341	1,341	1,375	34	8
Total Code Enforcement Expenses	193,640	17,737	17,094	16,137	(657)	9
<b>Police Administration Expenses</b>						
PERSONNEL	153,360	14,875	14,875	12,780	(2,095)	10
SUPPLIES	6,900	498	241	542	301	4
OUTSIDE SERVICES	69,400	5,084	5,184	5,534	350	8
Total Police Administration Expenses	229,660	20,457	20,300	18,856	(1,444)	9
<b>Patrol &amp; Investigations Expenses</b>						
PERSONNEL	1,289,622	134,133	134,133	107,459	(26,674)	10
SUPPLIES	80,200	10,942	9,317	11,600	2,183	7
OUTSIDE SERVICES	180,500	11,232	5,483	6,088	1,205	7
CAPITAL OUTLAY	11,412	9,000	0	951	951	0
Total Patrol & Investigations Expenses	1,571,734	160,307	148,933	126,598	(22,335)	10

GF Statement of Activity - MTD and YTD with Budget  
City of Piquette  
For 10/31/2011

31

Financial Report	Annual Budget	MTD Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Domestic Violence Grant Expenses</b>						
PERSONNEL	44,897	5,200	5,200	3,741	(1,459)	12
Total Domestic Violence Grant Expenses	44,897	5,200	5,200	3,741	(1,459)	12
<b>Custody of Prisoners Expenses</b>						
PERSONNEL	163,572	14,271	14,271	13,630	(641)	9
SUPPLIES	46,500	3,677	3,634	3,674	240	8
OUTSIDE SERVICES	15,500	299	239	1,292	1,053	2
Total Custody of Prisoners Expenses	225,572	18,247	18,144	18,796	652	8
<b>Alcohol Countermeasures Grant Expenses</b>						
PERSONNEL	74,648	12,987	12,987	6,222	(6,765)	17
CAPITAL OUTLAY	0	0	4,145	0	(4,145)	0
Total Alcohol Countermeasures Expenses	74,648	12,987	17,132	6,222	(10,910)	23
<b>Records &amp; Communications Expenses</b>						
PERSONNEL	403,283	43,726	43,726	33,608	(10,118)	11
SUPPLIES	77,400	5,700	6,500	264	(285)	12
OUTSIDE SERVICES	20,800	5,672	5,720	1,733	(3,987)	28
Total Records & Communications Expenses	431,083	49,973	50,296	35,625	(14,371)	12
<b>School Patrol Expenses</b>						
PERSONNEL	89,329	6,717	6,717	7,445	728	8
SUPPLIES	6,500	320	320	541	221	5
OUTSIDE SERVICES	2,750	92	92	230	138	3
Total School Patrol Expenses	98,579	7,129	7,129	8,216	1,087	7
<b>Animal Control Expenses</b>						
PERSONNEL	33,832	3,973	3,973	2,819	(1,154)	12
SUPPLIES	8,000	291	291	667	376	4
OUTSIDE SERVICES	48,050	3,668	3,668	4,005	337	8
Total Animal Control Expenses	89,882	7,932	7,932	7,491	(441)	9
<b>Fire Department Expenses</b>						
PERSONNEL	1,994,433	205,136	205,136	165,572	(39,764)	10
SUPPLIES	45,800	4,769	1,884	3,816	1,932	4
OUTSIDE SERVICES	57,000	4,815	4,952	4,751	(201)	9
Total Fire Department Expenses	2,097,233	214,720	211,972	173,939	(38,033)	10
<b>Streets &amp; Drainage Expenses</b>						
PERSONNEL	390,836	38,441	38,441	31,736	(6,705)	10
SUPPLIES	1,100	13,200	9,169	9,632	3,123	6
OUTSIDE SERVICES	311,200	23,639	23,929	23,933	2,024	8
Total Streets & Drainage Expenses	803,336	83,300	65,519	66,961	(1,558)	9
<b>Grounds &amp; Beautification Expenses</b>						
PERSONNEL	411,455	42,460	42,460	34,287	(8,173)	10
SUPPLIES	74,119	8,140	74,119	6,176	1,191	7
OUTSIDE SERVICES	16,250	1,072	1,618	1,355	(263)	10

Run: 11/10/2011 at 11:39 AM

**GF Statement of Activity - MTD and YTD with Budget**  
**City of Picaune**  
**For 10/31/2011**

Page: 4

Financial Report	Annual	M-T-D	Y-T-D	Y-T-D	Variance	Percent
	Budget	Actual	Actual	Budget		YTD
Total Grounds & Beautification Expenses	501,824	51,672	49,063	41,878	(7,245)	10
<u>Equipment Maintenance Expenses</u>						
PERSONNEL	47,094	3,055	3,055	3,925	870	6
SUPPLIES	10,800	333	467	883	416	4
OUTSIDE SERVICES	11,800	613	613	984	371	5
Total Equipment Maintenance Expenses	69,494	4,001	4,135	5,792	1,657	6
<b>Total Expenditures</b>	<b>7,425,136</b>	<b>757,539</b>	<b>728,671</b>	<b>618,774</b>	<b>(109,897)</b>	<b>10</b>
Excess Revenue Over (Under) Expenditures	343,133	(200,158)	(171,290)	28,583	19,921	(50)

32

Run: 11/10/2011 at 11:38 AM

ED Statement of Activity - MTD and YTD with Budget  
City of Piquette  
For 10/31/2011

Page 1

Financial Report

	Annual Budget	MTD Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Revenues</b>						
110-043-341-00-000-000 RENT	48,792	4,066	4,066	4,066	0	8
110-043-341-02-000-000 NANNYA MINISTRIES LEASE	1	0	0	0	0	0
110-402-260-00-000-000 SALES TAX-TOURISM	427,000	35,233	35,233	35,583	(350)	8
110-402-314-00-000-000 PARK BLDG RENTAL FEES	1,900	350	350	125	225	23
110-402-314-02-000-000 PARK CONCESSION REVENUE	1,900	0	0	83	(83)	0
110-402-314-07-000-000 PARK CONCESSION REVENUE	1,900	0	0	8	(8)	0
110-402-340-00-000-000 INTEREST INCOME-TOURISM	1,500	121	121	125	(4)	8
<b>Total Revenues</b>	<b>479,993</b>	<b>39,770</b>	<b>39,770</b>	<b>39,990</b>	<b>(220)</b>	<b>8</b>
<b>Expenditures</b>						
<b>Sale of Lots Expenses</b>						
OUTSIDE SERVICES	0	5,345	0	0	0	0
Total Sale of Lots Expenses	0	5,345	0	0	0	0
<b>Recreation Expenses</b>						
PERSONNEL	125,675	14,141	14,141	10,474	(3,667)	11
SUPPLIES	28,160	3,402	3,616	2,347	(1,269)	13
OUTSIDE SERVICES	82,960	28,283	28,443	6,913	(21,530)	34
CAPITAL OUTLAY	0	32	0	0	0	0
Total Recreation Expenses	236,795	45,858	46,200	19,734	(26,466)	20
<b>Retirement Development Expenses</b>						
PERSONNEL	11,003	1,267	1,267	918	(349)	12
SUPPLIES	900	175	175	42	(133)	35
OUTSIDE SERVICES	13,500	237	237	1,109	(872)	2
Total Retirement Development Expenses	24,903	1,699	1,699	2,069	(370)	7
<b>Total Expenditures</b>	<b>261,598</b>	<b>52,902</b>	<b>47,899</b>	<b>21,803</b>	<b>(26,095)</b>	<b>18</b>
Excess Revenue Over (Under) Expenditures	218,295	(13,132)	(8,129)	18,187	25,876	(4)

33

Run: 11/10/2011 at 11:38 AM

AF Statement of Activity - MTD and YTD with Budget  
City of Piquette  
For 10/31/2011

Page 1

34

Financial Report	Annual Budget	MTD Actual	YTD Actual + Encumbrances	YTD Budget	Variance	Percent YTD
<b>Revenues</b>						
331-000-341.01-000-000 RENT THANGARS	102,700	25,110	25,110	8,558	16,552	24
331-000-341.02-000-000 GROUND LEASES	13,050	0	0	1,288	(1,088)	0
331-000-374.00-000-000 FUEL SALES	6,000	545	545	500	45	9
<b>Total Revenues</b>	<b>121,750</b>	<b>25,655</b>	<b>25,655</b>	<b>10,146</b>	<b>15,509</b>	<b>21</b>
<b>Expenditures</b>						
<b>Airport Expenses</b>						
PERSONNEL	55,486	5,550	5,550	4,824	(926)	10
SUPPLIES	13,600	144	1,394	1,134	(260)	10
OUTSIDE SERVICES	36,600	1,234	1,761	3,050	1,289	5
<b>Total Airport Expenses</b>	<b>105,686</b>	<b>6,928</b>	<b>8,705</b>	<b>8,808</b>	<b>103</b>	<b>8</b>
<b>Total Expenditures</b>	<b>105,686</b>	<b>6,928</b>	<b>8,705</b>	<b>8,808</b>	<b>103</b>	<b>8</b>
Excess Revenue Over (Under) Expenditures	16,064	18,727	18,950	1,338	15,406	106

UF Statement of Activity - MTD and YTD with Budget  
City of Piquette  
For 10/31/2011

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Revenues</b>						
405-000-230 02-000-000 EPA WTRMSTWTR INFRA IMP	1,290,000	0	0	100,000	(100,000)	0
405-000-340 00-000-000 INTEREST INCOME	20,000	800	800	1,667	(867)	4
405-000-340 01-000-000 CD Interest Earned & Int.	100	0	0	3	(3)	0
405-000-340 02-000-000 CD Interest Earned Sew Imp.	100	0	0	3	(3)	0
405-000-340 03-000-000 CD Interest Earned Meter	1,500	0	0	125	(125)	0
405-000-351 02-000-000 MISC TAP INCOME	15,000	1,000	1,000	1,250	(250)	7
405-000-355 00-000-000 MISC INCOME	50,000	8,638	8,638	4,167	4,471	17
405-000-355 01-000-000 MISC INCOME BAGS	4,000	413	413	333	80	10
405-000-360 01-000-000 METERED SALES GAS WATER	1,656,138	124,532	124,532	138,012	(13,480)	8
405-000-360 02-000-000 METERED SALES GAS	1,907,656	91,262	91,262	158,971	(67,709)	5
405-000-362 00-000-000 SERVICE CONNECTION CHARGES	3,000	109	109	250	(141)	4
405-000-364 00-000-000 UTILITY LATE CHARGES	100,000	12,534	12,534	8,333	4,201	13
405-000-366 00-000-000 GARBAGE REVENUE	915,000	77,561	77,561	76,250	1,311	8
405-000-393 02-000-000 SALE OF EQUIPMENT & MACHINERY	0	23,236	23,236	0	23,236	0
<b>Total Revenues</b>	<b>5,872,794</b>	<b>340,085</b>	<b>340,085</b>	<b>489,399</b>	<b>(149,314)</b>	<b>6</b>
<b>Expenditures</b>						
<b>Interfund Transfers Expenses</b>						
TRANSFERS	50,000	12,084	12,084	4,167	(7,917)	24
<b>Total Interfund Transfers Expenses</b>	<b>50,000</b>	<b>12,084</b>	<b>12,084</b>	<b>4,167</b>	<b>(7,917)</b>	<b>24</b>
<b>Utility Administration Expenses</b>						
PERSONNEL	520,104	65,689	65,689	43,342	(22,347)	13
SUPPLIES	30,000	422	1,929	2,500	(571)	6
OUTSIDE SERVICES	220,250	4,359	4,359	13,994	(13,994)	2
CAPITAL OUTLAY	1,600,000	229,653	229,653	133,333	(96,320)	14
<b>Total Utility Administration Expenses</b>	<b>2,370,354</b>	<b>300,123</b>	<b>301,630</b>	<b>197,528</b>	<b>(104,102)</b>	<b>13</b>
<b>Director of Public Works Expenses</b>						
PERSONNEL	124,653	14,768	14,768	10,388	(4,380)	12
SUPPLIES	8,000	400	667	667	(749)	9
OUTSIDE SERVICES	74,500	2,451	1,357	6,209	(4,852)	2
CAPITAL OUTLAY	0	4,627	1,953	0	(1,953)	0
<b>Total Director of Public Works Expenses</b>	<b>207,153</b>	<b>22,246</b>	<b>17,329</b>	<b>17,264</b>	<b>(65)</b>	<b>8</b>
<b>Water Regulations Expenses</b>						
PERSONNEL	36,114	4,521	4,521	3,010	(1,511)	13
SUPPLIES	12,000	2,829	4,624	1,001	(3,623)	39
OUTSIDE SERVICES	1,900	0	(272)	158	430	(14)
<b>Total Water Regulations Expenses</b>	<b>50,014</b>	<b>7,350</b>	<b>8,873</b>	<b>4,169</b>	<b>(4,704)</b>	<b>18</b>
<b>Well and Pump Maintenance Expenses</b>						
SUPPLIES	33,000	37	37	2,750	(2,713)	0
OUTSIDE SERVICES	104,200	7,795	7,795	8,064	(869)	7

Run: 11/10/2011 at 11:39 AM

UF Statement of Activity - MTD and YTD with Budget  
City of Piquette  
For 10/31/2011

Page: 2

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Financial Report</b>						
<b>CAPITAL OUTLAY</b>						
Total Well and Pump Maintenance Expenses	153,000	0	0	12,750	12,750	0
<b>Sewer Construction Expenses</b>	290,200	7,832	7,832	24,184	16,352	3
<b>CAPITAL OUTLAY</b>	0	134,225	134,225	0	(134,225)	0
Total Sewer Construction Expenses	0	134,225	134,225	0	(134,225)	0
<b>Utility Construction Expenses</b>						
<b>PERSONNEL</b>	131,404	21,025	21,025	10,951	(10,074)	16
<b>SUPPLIES</b>	41,619	2,768	749	3,469	2,720	2
<b>OUTSIDE SERVICES</b>	25,500	9,429	18,802	2,126	(16,676)	74
Total Utility Construction Expenses	198,523	33,222	40,576	16,546	(24,030)	20
<b>Water Operations Expenses</b>						
<b>PERSONNEL</b>	220,597	27,378	27,378	18,384	(8,994)	12
<b>SUPPLIES</b>	68,089	2,395	1,574	1,241	1,133	2
<b>OUTSIDE SERVICES</b>	4,800	2,995	1,960	1,243	1,053	1
<b>CAPITAL OUTLAY</b>	33,000	88,834	82,054	2,750	(79,304)	249
Total Water Operations Expenses	356,596	117,319	111,196	28,718	(91,478)	31
<b>Gas Operations Expenses</b>						
<b>PERSONNEL</b>	229,493	27,826	27,826	19,125	(8,701)	12
<b>SUPPLIES</b>	1,074,620	74,167	72,591	89,551	16,960	7
<b>OUTSIDE SERVICES</b>	82,482	1,222	641	6,875	6,234	1
<b>CAPITAL OUTLAY</b>	650,000	15,000	20,300	54,167	33,867	3
Total Gas Operations Expenses	2,036,605	118,215	121,358	169,718	48,360	6
<b>Garbage Expenses</b>						
<b>GARBAGE EXPENSES</b>	810,000	69,756	69,756	810,000	740,244	9
Total Garbage Expenses	810,000	69,756	69,756	810,000	740,244	9
<b>Loan Interest Expenses</b>						
<b>INTEREST EXPENSE</b>	0	788	788	0	(788)	0
Total Loan Interest Expenses	0	788	788	0	(788)	0
<b>Total Expenditures</b>	<b>6,369,435</b>	<b>823,156</b>	<b>825,647</b>	<b>1,273,294</b>	<b>447,647</b>	<b>13</b>
<b>Excess Revenue Over (Under) Expenditures</b>	<b>(496,641)</b>	<b>(483,071)</b>	<b>(485,562)</b>	<b>(783,895)</b>	<b>(596,951)</b>	<b>(98)</b>

Run: 11/10/2011 at 11:38 AM

CF Statement of Activity - MTD and YTD with Budget  
City of Picayune  
For 10/31/2011

Page: 37

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Revenues</b>						
406-000-211 00-000-000 RECORDING FEES	300	48	48	25	23	16
406-000-340 00-000-000 INTEREST INCOME	300	26	26	2	1	9
406-000-340 01-000-000 CD Interest Earned	1,300	40	40	125	(125)	0
406-000-380 01-000-000 SALES TAX FROM GENERAL FUND	42,500	5,187	5,187	3,542	1,625	12
406-000-382 00-000-000 SALE OF LOTS	20,000	2,208	2,208	1,667	541	11
<b>Total Revenues</b>	<b>64,600</b>	<b>7,449</b>	<b>7,449</b>	<b>5,384</b>	<b>2,065</b>	<b>12</b>
<b>Expenditures</b>						
<b>Cemetery Expenses</b>						
PERSONNEL	54,455	7,185	7,185	4,539	(2,646)	13
SUPPLIES	7,050	1,425	489	588	99	7
OUTSIDE SERVICES	3,050	302	302	254	(48)	10
CAPITAL OUTLAY	0	1,025	1,025	0	(1,025)	0
Total Cemetery Expenses	64,555	9,937	9,001	5,381	(3,620)	14
<b>Total Expenditures</b>	<b>64,555</b>	<b>9,937</b>	<b>9,001</b>	<b>5,381</b>	<b>(3,620)</b>	<b>14</b>
Excess Revenue Over (Under) Expenditures	45	(2,488)	(1,552)	3	5,685	(3,448)

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT FOR THE BEECH STREET MAINTENANCE OVERLAY PROJECT**

Motion was made by Council Member Watkins, seconded by Council Member Breland to approve Construction Engineering and Inspection Services Contract for the Beech Street Maintenance Overlay Project by and between the City of Picayune and Dungan Engineering.

**THE CITY OF PICAYUNE  
CONSTRUCTION ENGINEERING & INSPECTION  
SERVICES CONTRACT**

**FOR**

**BEECH STREET MAINTENANCE OVERLAY  
PROJECT NO. STP-0400-00(024) LPA106004-701000  
PEARL RIVER COUNTY, MS**

PICAYUNE, MS

October 2011



Prepared By:



DUNGAN ENGINEERING, P.A.  
925 GOODYEAR BOULEVARD  
PICAYUNE, MISSISSIPPI 39466  
(601) 799-1037

SET NO. \_\_\_

43

ESC  
Rev. 06/28/94 (Base)  
Rev. 03/02 (This form)

**CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT**

*Beech Street, Maintenance Overlay, City of Picayune*  
Project No. *STP-0400-00(024)LPA/106004-701000*  
*Pearl River County, Mississippi*

THIS CONTRACT, is made and entered into by and between the *City of Picayune*, a body Corporate of the State of Mississippi (the "LPA"), and, *Dungan Engineering, P.A.* (the "CONSULTANT"), a *Mississippi* Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is *925 Goodyear Blvd, Picayune, MS, 39466*, effective as of the date of latest execution below.

**WITNESSETH:**

WHEREAS, the LPA proposes to perform the construction *engineering* services for *Maintenance Overlay from Jackson Landing Road to Goodyear Blvd (STP-0400-00(024)LPA/106004-701000)* hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform *engineering* services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000; (March 1, 2001, as amended) and Federal Aid Policy Guide Part 172 and found satisfactory; to the end that both parties are now desirous of entering into a contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

**ARTICLE I. GENERAL RECITALS**

CONSULTANT shall, for the agreed fees, furnish all *engineering* services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

44

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

**ARTICLE II. SCOPE OF WORK**

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

**ARTICLE III. CONTRACT TERM**

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction *engineering* services of the CONSULTANT under this contract shall start with the date of FHWA/MDOT concurrence in the award of the construction contract by the LPA, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction *engineering* services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

**ARTICLE IV. TIME OF PERFORMANCE**

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

**ARTICLE V. RELATIONSHIP OF THE PARTIES**

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or

employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

**ARTICLE VI. COMPENSATION, BILLING & AUDIT**

**A. Cost and Fees**

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

**B. Monthly Billing**

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

**C. Record Retention**

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

**D. Retainage**

The LPA shall retain 5% of the CONSULTANT'S contract amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

**ARTICLE VII. FINAL PAYMENT**

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

**ARTICLE VIII. REVIEW OF WORK**

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA

may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

**ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY**

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT.

Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

**ARTICLE X. INSURANCE**

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be admitted to do business in the State of Mississippi by the Mississippi Insurance Department.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

**ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING**

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

**ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL**

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

**ARTICLES XIII. MODIFICATION**

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this

CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

**ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER**

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the LPA in advance of their execution.

**ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE**

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights

and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

**ARTICLE XVI. PUBLICATION AND PUBLICITY**

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

*The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.*

**ARTICLE XVII. CONTRACT DISPUTES**

This CONTRACT shall be deemed to have been executed in *insert County name here* County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in *insert County name here*, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

**ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW**

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility - as stated in "Exhibit 5".

58

- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT.
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

**ARTICLE XIX. WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

**ARTICLE XX. SEVERABILITY**

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

**ARTICLE XXI. ENTIRE AGREEMENT**

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

**ARTICLE XXII. CONFLICT OF INTEREST**

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

**ARTICLE XXIII. AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi

Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

**ARTICLE XXIV. STOP WORK ORDER**

- A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:
- (1) cancel the stop work order; or
  - (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT may notify the CONSULTANT, in writing, of MDOT'S intentions to ask the LPA to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT, CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

**ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS**

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

**LPA: City of Picayune**  
Fax (601) 798-0564  
Email: picstaffass@bellsouth.net

For Contractual Matters:  
**Ed Pintero, Jr., Ph.D., Mayor**  
Mayor, City of Picayune  
815 N. Beech Street  
Picayune, MS 39466  
601-798-9770

For Technical Matters:  
**Ed Pintero, Jr., Ph.D., Mayor**  
Mayor, City of Picayune  
815 N. Beech Street  
Picayune, MS 39466  
601-798-9770

**CONSULTANT:**

**Dungan Engineering, P.A.**

For Contractual Matters:  
**Brooks Wallace, P.E.**  
925 Goodyear Blvd  
Picayune, MS 39466  
601-799-1037

For Technical Matters:  
**Brooks Wallace, P.E.**  
925 Goodyear Blvd  
Picayune, MS 39466  
601-799-1037

Licensure Number  
from the Mississippi  
Board of Licensure  
for Professional  
Engineers/Architects and Surveyors:

P.E. # 17699  
Surveyor # NA  
Or  
Architect's # NA

Licensure Number  
from the Mississippi  
Board of Licensure  
for Professional  
Engineers/Architect's and Surveyors:

P.E.# 17699  
Surveyor # NA  
Or  
Architect's # NA

55

**ARTICLE XXVI. AUTHORIZATION**

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*CITY OF PICAYUNE*

\_\_\_\_\_  
*Ed Pinero, Jr., Ph.D, Mayor*

WITNESS this my signature in execution hereof, this the 18 day of October, 2011.

*DUNGAN ENGINEERING, P.A.*

BY: *BRW*  
Brooks Wallace, P.E.

ATTEST: *Dianne L. Bunch*

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant BEV Certification and Agreement

EXHIBIT 1

[[[Attach a copy of authority to execute contracts on behalf of the LPA]]]

[[[Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here]]]

50

REGULAR MEETING APRIL 5, 2011

**MOTION TO RESCIND ANNEXATION ORDINANCE NO. 885**

Motion was made by Council Member Watkins, seconded by Council Member Lane to rescind Annexation Ordinance No. 885 adopted at the meeting of March 15, 2011; and, direct the City Manager to prepare and present new Annexation Ordinance for review, comment and approval at an upcoming meeting.

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.

**ACCEPT GRANT AWARD FROM THE HOME DEPOT FOUNDATION ON BEHALF OF PENNIES FOR YOUR PARK II**

Motion was made by Council Member Breland, seconded by Council Member Watkins to accept grant award in the amount of \$10,000 for the Home Depot Foundation on behalf of Pennies For Your Park II.

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.

**AUTHORIZE MAYOR AND LPA COORDINATOR TO EXECUTE FORMS TO MDOT FOR COOPER ROAD AND BEECH STREET OVERLAY PROJECT**

Motion was made by Council Member Watkins, seconded by Council Member Lane to authorize the Mayor and the LPA Coordinator to execute the ENV160 and the LPA-001 forms from MDOT for the LPA Project-STP-0400-00(24)-City of Picayune Cooper Road and Beech Street Overlay Project and to continue to execute forms for the aforementioned project as it progresses.

59

UNANIMOUS CONSENT TO ACTION BY THE DIRECTORS OF  
DUNGAN ENGINEERING, P.A.  
IN LIEU OF THE ANNUAL MEETING OF DIRECTORS

The undersigned, constituting all of the directors of DUNGAN ENGINEERING, P.A., a Mississippi Corporation, do hereby, pursuant to Mississippi Code Annotated Section 79-4-8.21, consent to the following actions undertaken in the name of and on behalf of the directors of the corporation, without the necessity of a meeting, in lieu of the annual meeting of the directors:

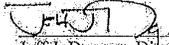
RESOLVED:

The following employees in their respective positions listed below are authorized to execute contracts on behalf of Dungan Engineering, P.A.

- H. Les Dungan III, Corporate President and Principal Engineer
- J. Lee Mock, Corporate Vice President and Principal Engineer
- Brooks Wallace, Corporate Vice President and Principal Engineer
- Jeff J. Dungan, Corporate Secretary-Treasurer and Principal Engineer
- Jeremy Cooper, Survey Manager
- Dewayne Morea, Materials Testing Manager
- Ryan Holmes, Engineering Manager Brookhaven Office
- Sean Burns, City of Columbia Engineer
- Stephen Sowell, Structural Engineer

The undersigned, constituting all of the directors of DUNGAN ENGINEERING, P.A., have executed this unanimous consent action as of the ~~19<sup>th</sup>~~ <sup>20<sup>th</sup></sup> day of January 2011, A.D.

  
H. Les Dungan, III, Director

  
Jeff J. Dungan, Director

  
J. Lee Mock, Director

  
Brooks R. Wallace, Director

66

EXHIBIT 2

Scope of Work

**ENGINEERING ADMINISTRATION:**

The **engineering** administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

**CONSTRUCTION (select ENGINEERING or ARCHITECTURAL) SERVICES:**

Construction **engineering** services shall consist of all **engineering** work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

- A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project **Engineer** and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.
- B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and the **Engineer's** daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.
- C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

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

D. The duties, responsibilities, and limitations of authority of the resident Project **Engineer** are listed in this scope of work.

**A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT ENGINEER.**

The CONSULTANT shall furnish a resident Project **Engineer**, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project **Engineer** and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project **Engineer** are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project **Engineer's** dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project **Engineer** dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project **Engineer** shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project **Engineer**:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR'S operations affect the LPA'S on-site operations.

b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

a. Record the date of receipt of Shop Drawings and samples.

- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the the LPA of availability of samples for examination.
  - c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.
- E. Review of Work, Rejection of Defective Work, Inspections and Tests:
- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
  - d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to theLPA.
- F. Interpretation of Contract Documents:  
Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by theLPA.
- G. Modifications:  
Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to theLPA. Transmit to the CONTRACTOR decisions as issued by theLPA.
- H. Records:
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
  - b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of

the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.

- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
- I. Reports:
  - a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
  - b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
  - c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
  - d. Report immediately to the LPA upon the occurrence of any accident.
- J. Payment Requests:
  - a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.
- K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.
- L. Completion:
  - a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
  - b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
  - c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.
- III. Limitations of Authority

The resident Project *Engineer*.

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

65

EXHIBIT 3

FEEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of \$ 41,279.00 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

**Direct Costs:**

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (e.g. no meal reimbursement when there is no overnight stay).

**Labor Hour / Unit-cost Rates:**

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs and profit. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT'S cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall be paid based on the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

"Table 1: Rate Schedule for Labor Hours"

Classification	Labor Rate
Project Manager (Brooks Wallace)	\$ 141.46
Project Engineer (Vernon Moore)	\$ 110.03
Survey Manager (Jeremy Cooper)	\$ 110.03
Engineering Technician I	\$ 69.16
Lab Technician I	\$ 62.87
Party Chief	\$ 62.87
Instrument Operator	\$ 47.15
Rodman No. 1	\$ 34.58

67

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$ 41,279.00 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	Fixed Fee	Materials Testing	Total
\$ 35,941.07	\$ 1,025.00	\$ 4,312.93	\$ 0.00	\$ 41,279.00

Direct Costs:

Equipment Calibration - \$700.00

Cylinder Molds - \$50.00

Sieves - \$125.00

Concrete - \$100.00

Bags - \$50.00

68

**COST FEE BREAKDOWN**

Classification	Hours	Hourly Wage	Overhead % (approved by audit)	Overhead Costs	Profit Costs	Total Labor Rate	Total Labor cost
Project Manager				\$ 81.31	\$ 15.16	141.46	\$ 4,243.88
Project Engineer				\$ 63.24	\$ 11.79	110.03	\$ 4,951.2
Survey Manager				\$ 63.24	\$ 11.79	110.03	\$ 1,100.27
Engineering Technician I				\$ 39.75	\$ 7.41	69.16	\$ 8,299.15
Lab Technician I				\$ 36.14	\$ 6.74	62.87	\$ 19,490.42
Party Chief				\$ 36.14	\$ 6.74	62.87	\$ 943.08
Instrument Operator				\$ 27.10	\$ 5.05	47.15	\$ 707.31
Rodman No. 1				\$ 19.87	\$ 3.70	34.58	\$ 518.70

Total Labor  
\$40,254.00

Direct Costs:  
 Mileage  
 Lodging  
 Meals



Total Direct Cost

Subconsultant Cost:

Subconsultant A

Total Subconsultant Cost

\*\*\* All subconsultants must also provide back-up \*\*\*

Project Total

\$40,254.00  
 - \$ 0.00  
 \$41,279.00

26

69

REGULAR MEETING NOVEMBER 15, 2011

DUNGAN ENGINEERING PA  
Statement of Direct Labor, Fringe Benefits, and General Overhead  
For the Year Ended December 31, 2010

Description	Financial Statement Expense	Unallowable Expense	FAR Ref	Total Proposed Costs
<b>Direct Labor</b>	\$ 1,818,297	-		\$ 1,818,297
<b>FRINGE BENEFITS</b>				
Vacation/holiday/paid leave	212,705			212,705
Payroll taxes	195,267			195,267
Group insurance	208,795	(9,093)	(7)	200,702
Seminars/education	13,738	(2,726)	(5)	11,012
Retirement plan	61,001			61,001
<b>TOTAL FRINGE BENEFITS</b>	<u>692,506</u>	<u>(11,819)</u>		<u>680,687</u>
<b>GENERAL OVERHEAD</b>				
Non-project labor	1,202,166			1,202,166
Building costs (rent)	377,400	(88,800)	(6)	288,600
Other occupancy costs (utilities)	28,927			28,927
Supplies	117,912	(2,250)	(4)	115,662
Field supplies and equipment	2,504			2,504
Postage & shipping	10,791			10,791
Equipment rent/maintenance	257,247	(29,929)		227,318
Interest	17,335	(17,335)	(1)	-
Telephone	57,444			57,444
Business insurance	139,953			139,953
Legal & other professional fees	99,076	(1,025)	(5)	98,051
Administrative travel	28,290	(2,406)	(4)	25,884
Dues, memberships & registrations	17,832	(80)	(5)	17,742
Depreciation	428,144	(85,024)		343,120
Personal property taxes	5,756			5,756
Contributions	1,525	(1,525)	(3)	-
Advertising	26,090	(26,090)	(2)	-
Miscellaneous	3,598			3,598
<b>TOTAL GENERAL OVERHEAD</b>	<u>\$ 2,821,990</u>	<u>\$ (254,474)</u>		<u>\$ 2,567,516</u>
<b>TOTAL OVERHEAD</b>	<u>\$ 3,514,496</u>			<u>\$ 3,248,203</u>
<b>OVERHEAD RATE - Percent of direct labor</b>				<u>178.6398%</u>
<b>Facilities Capital Cost of Money (FCCM)</b>				
<b>FCCM Percent of direct labor</b>				<u>2.0369%</u>

FAR References

- (1) 31.205-20 - Interest and other financial costs are not allowable.
- (2) 31.205-1 - Advertising other than want ads are not allowable.
- (3) 31.205-10 - Contributions are not allowable costs.
- (4) 31.201-2(d) - Supporting documentation not maintained for monthly expense allowances.
- (5) 31.201-3 - Costs not recognized as ordinary and necessary for the conduct of the business are not allowed.
- (6) 31.205-35(b)(3) - Adjust rental costs to actual costs incurred to eliminate markups between related parties.
- (7) 31.205-19 - Unallowable officer life insurance.

See report and notes to schedule.

EXHIBIT 4

**SAMPLE INVOICE**  
**[Labor-Hour/Unit Cost]**

LPA's name  
 LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000  
 PERIOD \_\_\_\_\_, 20\_\_ THROUGH \_\_\_\_\_, 20\_\_  
 PROFESSIONAL SERVICES IN ACCORDANCE WITH  
 CONTRACT DATED \_\_\_\_\_, 20\_\_, AS RELATES TO  
 PROJECT NO. \_\_\_\_\_ IN \_\_\_\_\_ COUNTY, HIGHWAY \_\_\_\_\_

CONSULTANT:  
 CUSTOMER NUMBER 0000000000 FILE NO. 000-000000  
 REPORT NUMBER: 0000 through 00000

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
* DIRECT SALARIES	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

- 1.\* ATTACH SUPPORTING DATA
- 2.\*\* DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED.  
 PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

71

**SUPPORTING DATA**

Project No. 00-0000-00-000-00  
 County \_\_\_\_\_

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.000	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	0.00	0.00	0.00	0.00
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			0.00	0.00
Project Total			0.00	0.00

2

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT  
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT  
CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT  
DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5).

Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
  - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
  - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

75

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 18<sup>th</sup> day of October, 2011.

CONSULTANT  
DUNGAN ENGINEERING, P.A.

BY: FRW

ATTEST: Deborah Harrison

My Commission Expires: 7-19-15

Dianne R. Burch

Notary



76

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

*LPA: CITY OF PICAYUNE*

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*Chief Administrative Official  
Ed Pinero, Jr., Ph.D, Mayor*

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program\* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

134671  
EEV\* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: BRW 10-18-11  
Authorized Officer or Agent Date

Brooks Wallace Vice President  
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 18th day of October, 2011.



Dianne R. Burck  
NOTARY PUBLIC  
My Commission Expires: 7-19-15

\* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security in conjunction with the Social Security Administration.

79

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE PAYMENT TO THE MISSISSIPPI MUNICIPAL LIABILITY PLAN FOR LIABILITY COVERAGE FROM JANUARY 2012 THROUGH DECEMBER 2012**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to approve payment to Mississippi Municipal Liability Plan for Liability Coverage from January 2012 through December 2012. Early payment allows a 2% discount.

**\*\* INVOICE \*\***

**Mississippi Municipal Liability Plan**  
600 East Amite St. Suite 200

Jackson, MS 39201

October 27, 2011

**Picayune**

Invoice Number: 3640

Due Date: 12/31/2011

Liability Coverage Period: 1/1/2012 - 12/31/2012

Total Billed Premium: \$95,710.00

**TOTAL DUE : \$95,710.00**

\*\*\*\*\*  
PLEASE PAY THIS AMOUNT => \$95,710.00  
\*\*\*\*\*

**PLEASE NOTE:**

If payment is made before 11/30/2011, you will be eligible for a 2% discount of  
\$1,914.00

*The amount due if payment is made before 11/30/2011*  
**\$93,796.00**

To insure proper handling, please return a copy of this invoice with your check.

PICAYUNE

Attn: City Clerk  
815 N. Beech Street  
Picayune

MS 39466

81

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE AMBER HINTON AND/OR TERI FEELEY AS THE SIGNATORY OFFICIALS FOR THE LOCAL LAW JUSTICE ASSISTANCE GRANT**

Motion was made by Council Member Breland, seconded by Council Member Watkins to authorize Amber Hinton and/or Teri Feeley as the signatory officials for the Local Law Justice Assistance Grant.

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING: None**

The motion was declared carried.

**APPROVE CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT NO. 6 ON THE SEWER REHABILITATION PROJECT**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to approve Contractor's Request for Progress Payment No. 6 from Insituform Technologies, Inc. in the amount of \$189,614.69 for the Sewer Rehabilitation Project.

Customer No. 2310942      Job No. 111068      REVISED \_\_\_\_\_

Invoice No. 100018      Invoice Date 10/31/11

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO OWNER: City of Prairieville, 815 North Beach St, Prairieville, MS 39466

FROM CONTRACTOR: Insituform Technologies, Inc., PO Box 674060, Dallas, TX 75267-4060

PROJECT: Sewer Rehabilitation in Pump Station, Service Areas 2, 16 & 22, Wastewater Infrastructure Improvements

VIA ARCHITECT: Hartman Engineering, Inc., 527 W. Esplanade Ave., Suite 300, Kenner, LA 70065, Attn: Bryan Joseph

CONTRACT FOR: \$ 1,119,012.45

CONTRACT DATE: June 6, 2011

Page One of Two Pages

AIA DOCUMENT G702 (Instructions on reverse side)

APPLICATION NO.: 5  
PERIOD TO: 10-31-11  
PROJECT NOS.: XP-9727403-3

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

**CONTRACTORS APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 1,119,012.45

2. Net change by Change Orders \$ 0.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,119,012.45

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 612,181.95

5. RETAINAGE:

a. 10 % of Completed Work \$ 61,218.20  
(Columns D + E on G703)

b. 0.00 of Stored Material \$ 0.00  
(Column F on G703)

Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 61,218.20

6. TOTAL EARNED, LESS RETAINAGE \$ 550,963.75

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 361,349.06

8. CURRENT PAYMENT DUE \$ 189,614.69

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$568,048.70

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous applications	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

AMOUNT CERTIFIED: \$ 189,614.69

(Which explanation if amount certified differs from the amount applied for, Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

By: *Rachel S. Gomez* Date: 11/14/2011

Notary Public: Rachel S. Gomez, #91208, Notary Public, Commissioned for Life, Tangipahoa Parish, Louisiana

My Commission expires at death

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 189,614.69

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

6702-1992

LS



INVOICE

PLEASE MAIL REMITTANCE WITH COPY TO:

Hammond, Louisiana (985) 345-4474  
(800) 256-4474

P.O. Box 674060  
Dallas, Texas 75267-4060

LOCATION OF WORK	DATE	OUR JOB NO	YOUR ORDER NO
Picayune, MS	10/31/11	<b>111068</b>	<b>Sewer Rehabilitation Project</b> EPA Project No. XP-97477403-3
			INVOICE NUMBER <b>100018</b>

Sold To

Name	City of Picayune		
	Hartman Engineering, Inc.		
Address	815 N. Beech Street		
City	Picayune	State	MS
		ZIP	39466
CUSTOMER NUMBER	2310942		

This is your INVOICE

TERMS: NET 30 DAYS  
NO STATEMENT WILL BE ISSUED

WE INVOICE YOU FOR THE FOLLOWING WORK PERFORMED:

BID ITEM	DESCRIPTION	QUANTITY	UM	UNIT PRICE	AMOUNT
5	Replacement of Existing SS Pipe w/ new 8" SS Pipe	280.00	LF	100.00	28,000.00
5A	Sewer Service Connection Fittings	30.00	EA	105.00	3,150.00
7	CIPP 8"	7720.00	LF	21.25	164,050.00
12	Point Repair, 6", 4'-6" Deep	22.00	LF	166.50	3,663.00
16	Point Repair, 8", 4'-6" Deep	8.00	LF	91.00	728.00
19	Point Repair, 8", 10'-14' Deep	7.00	LF	140.00	980.00
22	Point Repair, 10", 8'-10' Deep	8.00	LF	200.00	1,600.00
23	Point Repair, 10", 10'-14' Deep	20.00	LF	200.00	4,000.00
26	Install New Manhole	1.00	EA	3800.00	3,800.00
28	Concrete Pavement Restoration	10.87	CY	65.50	711.99

NET TOTAL DUE	210,682.99
10% RETENTION	21,068.30
NET AMOUNT DUE	189,614.69

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE DUNGAN ENGINEERING TO PROCEED WITH THE NATURAL GAS GIS MAPPING PROJECT AND AUTHORIZE MAYOR TO SIGN THE AGREEMENT**

Motion was made by Council Member Breland, seconded by Council Member Watkins to authorize Dungan Engineering to proceed with the Natural Gas GIS Mapping Project (100% Federal PHMSA Grant) and authorize Mayor to sign the agreement.

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

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REGULAR MEETING NOVEMBER 15, 2011

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

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,

REGULAR MEETING NOVEMBER 15, 2011

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

REGULAR MEETING NOVEMBER 15, 2011

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:** Council Members Watkins, Bumpers, Lane Breland and Gouguet

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACCEPT THE AWARD FROM FEMA/MEMA FOR THE HAZARD MITIGATION IMPROVEMENT PROJECT ON ALLIGATOR AND MONROE BRANCHES**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept award of \$516,000.00 from FEMA/MEMA for the Hazard Mitigation Improvement Project on Alligator and Monroe Branches (95% federal/5% in-kind local) and authorize Mayor to sign the Program Agreement with MEMA.

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### HAZARD MITIGATION GRANT PROGRAM AGREEMENT

Under this Agreement, the interests and responsibilities of the Grantee, herein after referred to as the State, will be executed by the Mississippi Emergency Management Agency. The individual designated to represent the State is Thomas M. Womack, Governor's Authorized Representative (GAR). The Subgrantee to this Agreement is: **Picayune, City of**

The interests and responsibilities of the Subgrantee will be executed by the Subgrantee's designated applicant's agent.

Pursuant to the Hazard Mitigation Grant **1604-332**, funds in the amount of **\$490,200.00** are hereby awarded to the Subgrantee as stated below under the following conditions:

Approved Total Project Cost:	<b>\$516,000.00</b>	
Federal Cost Share:	<b>\$490,200.00</b>	<b>95%</b>
State Cost Share:	<b>\$0.00</b>	<b>0%</b>
Local Cost Share:	<b>\$25,800.00</b>	<b>5%</b>

The Federal cost share may not be greater than 75% of the approved total project cost and the non-Federal cost share (State and Local cost share combined) may not be less than 25% of the approved total project cost.

The Subgrantee agrees that:

1. He/She has legal authority to apply for assistance on behalf of the Subgrantee.
2. The Subgrantee will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Subgrantee will use disaster assistance funds solely for the purposes for which these funds are provided and as approved by the Governor's Authorized Representative. Allowable costs shall be determined in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 44 CFR § 206 and 44 CFR Part 13.
4. The payments for approved projects will be on an eligible cost reimbursement basis and subject to receipt and approval of invoices.
5. The Subgrantee is aware that limited funding available for mitigation requires cost sharing, and that the Subgrantee is required to provide the full non-federal share for such mitigation activities.

6. The Subgrantee will establish and maintain a proper accounting system to record expenditure of disaster assistance funds in accordance with generally accepted accounting standards or as directed by the Governor's Authorized Representative.
7. The local cost share funding will be available within the specified time.
8. The Subgrantee will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
9. The Subgrantee will return to the state, within 15 days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Subgrantee.
10. The Subgrantee will comply with all applicable codes and standards as pertains to this project and agrees to provide maintenance as appropriate.
11. The Subgrantee will comply with all applicable provisions of federal and state law and regulation in regard to procurement of goods and services.
12. The Subgrantee will comply with all federal and state statutes and regulations relating to non-discrimination. The Subgrantee will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subgrantee actions pursuant to this Agreement.
13. The Subgrantee will comply with provisions of the Hatch Act limiting the political activities of public employees.
14. The Subgrantee will comply, as applicable, with provisions of the Davis Bacon Act relating to labor standards.
15. The Subgrantee will comply with the National Flood Insurance Program and the community's flood protection ordinance.
16. The Subgrantee will not enter into cost-plus-percentage-of-cost contracts for completion of Hazard Mitigation Grant projects.
17. The Subgrantee will not enter into any contract with any party that is debarred or suspended from participating in State or Federal assistance programs.
18. The Subgrantee will provide the Grantee copies of audit reports that include funds provided under this agreement.

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19. The Subgrantee agrees that the disaster relief project contained in this Agreement will be completed by Oct. 24, 2013. Completion dates may be extended upon justification by the Subgrantee and approval by the Governor's Authorized Representative.

20. There shall be no changes to this Agreement unless mutually agreed upon, in writing, by both parties to the Agreement.

If the Subgrantee violates any of the conditions of this Agreement, or applicable federal and state regulations; the State shall notify the Subgrantee that financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made available to the Subgrantee for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.

The undersigned does hereby agree with all terms and conditions of this agreement.

\_\_\_\_\_  
Thomas M. "Mike" Womack  
Governor's Authorized Representative

\_\_\_\_\_  
Subgrantee's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE HOME OCCUPATIONAL LICENSE AT 906 NORTH MAGNOLIA STREET**

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to accept Planning Commission recommendation to approve request from First Presbyterian Church for a Home Occupational License at 906 North Magnolia Street to have a home office for the sale of instruments and books to pre-school students.

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE HOME OCCUPATIONAL LICENSE AT 802 WEEMS STREET**

Motion was made by Council Member Breland, seconded by Council Member Bumpers to accept Planning Commission recommendation to approve request from Toni Watts for a Home Occupational License at 802 Weems Street to have a home office for a Business Resource Service.

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE HOME OCCUPATIONAL LICENSE AT 1100 JACKSON LANDING ROAD**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept Planning Commission recommendation to approve request from Louise Cochran for a Home Occupational License at 1100 Jackson Landing Road to have a home office for Tax and Business Resource Service.

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO TABLE REQUEST FOR A HOME OCCUPATIONAL LICENSE AT 429 MILLBROOK PARKWAY**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to table the request by Pamela Thomas for a Home Occupational License at 429 Millbrook Parkway to have a home office for a Tax and Business Resource Service.

The following roll call was made:

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

**VOTING NAY:** Council Member Bumpers

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE HOME OCCUPATIONAL LICENSE AT 627 A NORTH BEECH STREET**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept Planning Commission recommendation to approve request from Tiffany Watts for a Home Occupational License at 627 A North Beech Street to have a home office for Tax and Business Resource Service.

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE HOME OCCUPATIONAL LICENSE AT 311 BRUCE STREET**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept Planning Commission recommendation to approve request from Gina M Anderson for a Home Occupational License at 311 Bruce Street to have a home office for Lawn Care Service.

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE HOME OCCUPATIONAL LICENSE AT 2612 ROGERS STREET**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept Planning Commission recommendation to approve request from LaVar Thompson for a Home Occupational License at 2612 Rogers Street to have a home office for a Construction Business.

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE HOME OCCUPATIONAL LICENSE AT 322 DOZIER STREET**

Motion was made by Council Member Gouguet, seconded by Council Member Breland to accept Planning Commission recommendation to approve request from

Marvin J Rabalais Jr. for a Home Occupational License at 322 Dozier Street to have a home office for a Mobile Fiberglass Repair Business.

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE ORDINANCE 893 TO REZONE PARCELS FROM A-1 AGRICULTURAL DISTRICT TO C-3 HIGHWAY COMMERCIAL**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to approve Ordinance 893 to rezone parcel 6172040000001000, New Orleans Fish House and parcels 6172040000001102S and 6172040000001102H, Mom & Pop LLC from A-1 Agricultural District to C-3 Highway Commercial. These properties were recently annexed into the City and Ordinance is to take effect immediately.

ORDINANCE NO. 893

**AN ORDINANCE TO REZONE THE FOLLOWING DESCRIBED PROPERTY FROM C-1, NEIGHBORHOOD COMMERCIAL TO C-3, HIGHWAY COMMERCIAL**

Be it Ordained by the City Council of the City of Picayune, Pearl River County, Mississippi, in meeting duly assembled:

**Section 1:** The following described property shall be rezoned from A-1, Agriculture to C-3 Highway Commercial:

**Said property located on the corner of Highway 43 North and Liberty Road**  
Parcel 6172040000001102 and 6172040000001000. Being more particularly described as follows to wit:

Tract I: Being .68 acres, more or less, in South Part of the NE ¼ of NE 14, of Section 4, Township 6 South, Range 17 West, Pearl River County, Mississippi.

Tract 2: Being .50 acres, more or less, in NE ¼ of NE ¼, of Section 4, Township 6 South, Range 17 West, Pearl River County, Mississippi.

**Section 2. 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 of any other section, clause, paragraph, provision, or part of this ordinance. All provisions of this ordinance shall be considered separate provisions, 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 other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this ordinance, the provisions shall take precedence.

This ordinance shall take effect and be in force after receiving the affirmative vote of the majority of the members present.

The foregoing ordinance, having first been reduced to writing, was moved upon Councilmember Gouguet, Seconded by Councilmember Watkins, and voted upon as follows:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Pinero

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 15th day of November 2011.

ATTEST:

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

Published:  
January 31, 2012

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE ORDINANCE 894 TO REZONE AND RECLASSIFY PARCELS LOCATED ON HWY 11 NORTH FROM C-1 NEIGHBORHOOD COMMERCIAL TO C-3 HIGHWAY COMMERCIAL**

Motion was made by Council Member Gouguet, seconded by Council Member Breland to approve Ordinance 894 to rezone and reclassify from C-1 Neighborhood Commercial to C-3 Highway Commercial located on Hwy 11 North which contains approximately 33.00 acres, more or less, being described as 6171020000007601, 6171020000000914, 6171020000000916, 6171020000000917, 6171020000000920, 6171020000000913, 6171020000000903, 6171020000000915, 6171020000007701, 6171020000007700 and 6171020000007800 and Ordinance is to take effect immediately.

ORDINANCE NO. 894

**AN ORDINANCE TO REZONE THE FOLLOWING DESCRIBED PROPERTY FROM C-1, NEIGHBORHOOD COMMERCIAL TO C-3, HIGHWAY COMMERCIAL**

Be it Ordained by the City Council of the City of Picayune, Pearl River County, Mississippi, in meeting duly assembled:

**Section 1:** The following described property shall be rezoned from C-1, Neighborhood Commercial to C-3 Highway Commercial:

**Said property located on Highway 43 North.** which contains approx. 33.00 acres, more or less, being described as 6171020000007601, 6171020000000914, 6171020000000916, 6171020000000917, 6171020000000920, 6171020000000913, 6171020000000903, 6171020000000915, 6171020000007701, 6171020000007700, and 6171020000007800. Being more particularly described as follows to wit:

- Tract 1: Being 1.45 acres, more or less, in the SE ¼ of SE ¼, East of Highway 11, Section 2, Township 6 South, Range 17 West, Pearl River County, Mississippi
- Tract 2: Being 0.861 acres, more or less, in the NE ¼ of SE ¼, East of Highway 11, Section 2, Township 6 South, Range 17 West, Pearl River County, Mississippi
- Tract 3: Being 1.38 acres, more or less, in the NE ¼ of SE ¼, East of Highway 11, Section 2, Township 6 South, Range 17 West, Pearl River County, Mississippi
- Tract 4: Being .69 acres, more or less, in the NE ¼ of SE ¼, Section 2, Township 6 South, Range 17 West, Pearl River County, Mississippi
- Tract 5: Being 1.25 acres, more or less, in the NE ¼ of SE ¼ East of Highway 11, Section 2, Township 6 South, Range 17 West, Pearl River County, Mississippi
- Tract 6: Being 5.21 acres, more or less in the NE ¼ of SE ¼ East of Highway 11, Section 2, Township 6 South, Range 17 West, Pearl River County, Mississippi
- Tract 7: Being 3.59 acre, more or less in the NE ¼ of SE ¼ East of Highway 11, Section 2, Township 6 South, Range 17 West, Pearl River County, Mississippi
- Tract 8: Being 1.90 acres, more or less in the NE ¼ of SE ¼ East of Highway 11, Section 2, Township 6 South, Range 17 West, Pearl River County, Mississippi
- Tract 9: Being 4.95 acres, more or less in the SE ¼ of NE ¼ East of Highway 11, Section 2, Township 6 South, Range 17 West, Pearl River County, Mississippi
- Tract 10: Being 5.81 acres, more or less in the SE ¼ of NE ¼ East of Highway 11, Section 2, Township 6 South, Range 17 West, Pearl River County, Mississippi
- Tract 11: Being 5.9 acres, more or less in the SE ¼ of NE ¼ East of Highway 11, Section 2, Township 6 South, Range 17 West, Pearl River County, Mississippi

**Section 2. 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 of any other section, clause, paragraph, provision, or part of this ordinance. All provisions of this ordinance shall be considered separate provisions, 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 other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this ordinance, the provisions shall take precedence.

This ordinance shall take effect and be in force after receiving the affirmative vote of the majority of the members present.

The foregoing ordinance, having first been reduced to writing, was moved upon Councilmember Gouguet, Seconded by Councilmember Breland, and voted upon as follows:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Mitchell

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 15th day of November 2011.

\_\_\_\_\_  
Dr. Ed Pinero, Jr., Mayor

ATTEST:

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

Published January 31, 2012

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE SPECIAL USE PERMIT TO NEW ORLEANS FISH HOUSE**

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to approve Special Use Permit to New Orleans Fish House of Picayune under Ordinance No. 882 for Alcoholic Beverages of less than 5%, which includes beer and light wines.

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**SET A DATE FOR A PUBLIC HEARING TO BE HELD ON DECEMBER 20, 2011**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to set a date for a Public Hearing on property clean up for the following parcels:

South Jackson Ave-6176140040303300  
300 N Steele-6176140020600800  
1907 Daniels-6171110010402300  
1911 Daniels-6171110010402100  
1502 Adcox Rd-6171110040300301  
Adcox Rd-6171110040300302  
Griffin Lane-6175150010301700  
Jarrell Street-6175150030402901  
Jarrell Street -6175150030402800

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**HOLD PUBLIC HEARING FOR PROPERTY CLEANUP**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to hold a hearing for property cleanup and determine if properties should be declared public nuisances.

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 724 N HARVEY A PUBLIC NUISANCE**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to declare property at 724 N Harvey parcel 6171110030202500 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 DECLARE 213 WILLIAMS AVE A PUBLIC NUISANCE**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to declare property at 213 Williams Avenue parcel 6175150010500500 a public nuisance with a 30-day extension.

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE 301 CLARK STREET A PUBLIC NUISANCE**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to declare property at 301 Clark Street parcel 6175150020302300 a public nuisance with a 30-day extension.

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING: None**

The motion was declared carried.

**MOTION TO DECLARE 117 CLARK STREET A PUBLIC NUISANCE**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to declare property at 117 Clark Street parcel 6175150020301700 a public nuisance.

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE 115 CLARK STREET A PUBLIC NUISANCE**

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to declare property at 115 Clark Street parcel 6175150020301900 a public nuisance.

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE 1920 PALESTINE RD A PUBLIC NUISANCE**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to declare property at 1920 Palestine Road parcel 6175160010403500 a public nuisance with a 60-day extension.

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

*AT THIS TIME MAYOR PINERO ENTERED THE MEETING*

**MOTION TO DECLARE 2613 DOUGLAS STREET A PUBLIC NUISANCE**

Motion was made by Council Member Breland Watkins, seconded by Council Member Lane to declare property at 2613 Douglas Street parcel 6175210030402000 a public nuisance.

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 DECLARE 700 CHARLOTTE DRIVE A PUBLIC NUISANCE**

Motion was made by Council Member Bumpers, seconded by Council Member Watkins to declare property at 700 Charlotte Drive parcel 6175210020303100 a public nuisance with a 60-day extension.

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 DECLARE CORNER OF 3<sup>RD</sup> & FOREST STREETS A PUBLIC NUISANCE**

Motion was made by Council Member Gouquet, seconded by Council Member Lane to declare property at corner of 3<sup>rd</sup> and Forest Streets parcel 6172100030200700 a public nuisance.

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 CLOSE PUBLIC HEARING FOR PROPERTY CLEAN UP**

Motion was made by Council Member Lane, seconded by Council Member Watkins to close the public hearing for property 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.

**ACCEPT DONATIONS TO PUBLIC WORKS FOR EMPLOYEE APPRECIATION LUNCHEON**

Motion was made by Council Member Breland, seconded by Council Member Lane to accept donations to Public Works for employee appreciation luncheon as follows; Dungan Engineering-\$200, Ted Musgrove-\$100, Southern Pipe-\$100, Galleria Home Center-\$25 and HIS-\$500.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE MAYOR TO SIGN ADDENDUM #1 TO THE AGREEMENT TO PROVIDE SECURITY SERVICES TO THE PICAYUNE SCHOOL DISTRICT**

Motion was made by Council Member Breland, seconded by Council Member Watkins to authorize Mayor to sign Addendum #1 to the Agreement to Provide Security Services to the Picayune School District.

REGULAR MEETING NOVEMBER 15, 2011

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

AGREEMENT TO PROVIDE SECURITY SERVICES

ADDENDUM #1

**I. MODIFICATION**

THIS AGREEMENT made and entered into upon this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2011, by and between the CITY OF PICAYUNE and the PICAYUNE SCHOOL DISTRICT. The 2011/2012 AGREEMENT TO PROVIDE SECURITY SERVICES is hereby modified for the addition of one (1) School Resource Officer for the remainder of the 2011/2012 school year. This additional School Resource Officer will be primarily assigned to Nicholson Elementary School. When school is not in session, said School Resource Officer will be provided assignment by the Chief of Police or his designee.

**II. CONTRACT PRICE**

The agreed upon contract price for the security services specified above shall be the sum of \$12,294.84. The School shall make payment under the terms of this contract with the City in the form of eight (8) monthly installments of \$1,536.96 which will be combined with the current monthly installments to the City.

Executed in duplicate on the day and date first herein mentioned.

**THE CITY OF PICAYUNE**

By: \_\_\_\_\_  
Mayor, City of Picayune

**THE PICAYUNE SCHOOL DISTRICT**

By: \_\_\_\_\_  
Superintendent of Education

By: \_\_\_\_\_  
President of the Board of Trustees

147

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.

**ADOPT ORDINANCE 892 EXTENDING THE CORPORATE LIMITS OF THE CITY OF PICAYUNE AND DESCRIBING THE IMPROVEMENTS THERETO-PENDING CONFIRMATION BY CHANCERY COURT**

Motion was made by Council Member Watkins, seconded by Council Member Lane adopt Ordinance 892 Extending the Corporate Limits of the City of Picayune and describing the improvements thereto-pending confirmation by Chancery Court.

ORDINANCE NO.

**AN ORDINANCE ENLARGING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI, DEFINING WITH CERTAINTY THE TERRITORY INCLUDED WITHIN THE CORPORATE LIMITS AND DEFINING THE ENTIRE BOUNDARY AS CHANGED BY THIS ORDINANCE, AND DESCRIBING IN GENERAL TERMS THE IMPROVEMENTS TO BE MADE IN THE ANNEXED TERRITORY AND DESCRIBING THE MUNICIPAL OR PUBLIC SERVICES WHICH ARE TO BE RENDERED IN THE ANNEXED TERRITORY**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PICAYUNE, MISSISSIPPI:

**SECTION 1.** That upon and after this Ordinance takes effect, the Corporate limits of the City of Picayune, Mississippi, shall be enlarged or extended by including therein the adjacent unincorporated territory situated in Pearl River County, Mississippi, described as follows, to-wit:

**AREA #1 TO BE ANNEXED**

Beginning at the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 4; thence North, a distance of 1,284.76 feet to an iron rod on the South right-of-way Miss. State Highway 43; thence South 62°59'28" East along the South right-of-way of MS Highway 43, a distance of 1430 feet, more or less, to a concrete marker; thence South 27°00'29" West along said right-of-way, a distance of 35 feet, to a concrete marker; thence South 62°59'29" East along said right-of-way, a distance of 313.60 feet to a concrete marker; thence South 54°58'37" East along said right-of-way, a distance of 201.77 feet, more or less, to a point located on the West right-of-way of North Beech Street, said road also being known as Old Highway No. 43; thence Southeasterly along said West right-of-way, a distance of 244.79 feet, more or less to the center of a road; thence South 70°45' West along the centerline of said road, a distance of 136.5 feet; thence South 01°34' East, a distance of 115 feet to a point located on the South line of the Northeast quarter of the Northeast quarter of said Section 4; thence East along the South line of said forty, a distance of 313.50 feet, more or less, to a point located on the East right-of-way line of said North Beech Street; thence Northwesterly along said East right-of-way, a distance of 382.94 feet, more or less, to a point located on the South right-of-way of MS Highway 43; thence South 55°05'41" East along said South right-of-way, a distance of 9.23 feet to a point; thence North 27°00'29" East along said South right-of-way, a distance of 43.00 feet; thence North 13°10'46" East, a distance of 133.88 feet to the North right-of-way of MS Highway 43; thence North 35°04'22" West, a distance of 143.49 feet, to a concrete marker located on the North right-of-way of MS Highway 43; thence North 71°53'50" East, a distance of 7.36 feet to a iron pin located on the West right-of-way of Liberty Road; thence along said West right-of-way and a

curve to the left having a radius of 225.00 feet and a length of 41.145 feet and a chord length of 41.088 feet bearing North 13°29'09" West to an iron rod; thence North 18°43'29" West, a distance of 127.85 feet to an iron pin; thence South 55°20'07" West, a distance of 217.14 feet, more or less, to a point located on the North right-of-way of MS Highway 43; thence North 63°03'30" West, a distance of 248.97 feet to a iron pin; thence South 26°56'30" West along said right-of-way, a distance of 35.19 feet to a concrete marker; thence North 63°02'30" West along said North right-of-way, a distance of 352.32 feet; thence, leaving said highway, North 62°05'15" East, a distance of 713.23 feet to a point located on the East margin of Liberty Road; thence South 19°00'41" East along said margin, a distance of 410.53 feet; thence, leaving said margin, North 89°50'24" East, a distance of 352.88 feet; thence South 19°45'57" East, a distance of 335.06 feet; thence South 86°17'01" East, a distance of 95.03 feet; thence South 19°21'22" East, a distance of 160.53 feet; thence North 84°30' East, a distance of 148.14 feet; thence North 87°28'03" East, a distance of 43.83 feet, more or less, to a point located on the East margin of Inside Road; thence East, a distance of 610.00 feet; thence South, a distance of 164.00 feet; thence West, a distance of 86.41 feet; thence South, a distance of 104.09 feet; thence West, a distance of 49.30 feet; thence South, a distance of 105.00 feet; thence West, a distance of 232.16 feet, more or less, to a point located on the North right-of-way of MS Highway 43; thence, along said North right-of-way as follows: South 63°01'07" East, a distance of 217.25 feet, North 86°50'56" East, a distance of 149.40 feet, South 63°01'07" East, a distance of 952.23 feet, North 81°20'35" East, a distance of 145.88 feet, South 63°01'07" East, a distance of 151.37 feet, South 62°57'46" East, a distance of 823.85 feet, South 28°44'50" East, a distance of 151.16 feet, South 62°57'46" East, a distance of 1412.73 feet, South 57°48'12" East, a distance of 391.45 feet; South 61°19'23" East, a distance of 204.53 feet to a point located on the East margin of McCormick Lane; thence, leaving said highway, North 37°20'28" East, along said East margin, a distance of 252.32 feet; thence leaving said margin, South 60°07'14" East, a distance of 305.56 feet; thence North 46°25'43" East, a distance of 276.14 feet; thence North 46°17'48" East, a distance of 361.52 feet; thence South 49°05'38" East, a distance of 307.41 feet to a point located on the West line of Section 2; thence South 00°15'57" West, a distance of 992.28 feet, to a point located on the North right-of-way of MS Highway 43; thence along said North right-of-way as follows: South 57°47'08" East, a distance of 389.24 feet, North 74°32'11" East, a distance of 182.42 feet, South 43°16'25" East, a distance of 148.25 feet; thence along said North right-of-way and curve to the left having a radius of 1115.92 feet, a arc length of 464.83 feet, and a chord length of 461.48 feet bearing S54°55'59" East; thence along said North right-of-way as follows: South 66°51'58" East, a distance of 210.45 feet, North 57°42'23" East, a distance of 114.94 feet, South 86°16'42" East, a distance of 60.00 feet, South 13°28'34" West, a distance of 102.81 feet, South 67°01'12" East, a distance of 633.25 feet to a point located on the East boundary of the right-of-way for the N.O. and the N.E. Southern Railroad and the boundary of the existing City of Picayune Corporate Limits; thence Southwesterly along said right-of-way and said existing limits a distance of 499.62 feet, more or less, to the North line of Section 11; thence West along the said Section line, a distance of 1,830 feet, more or less to the Northwest corner of Section 11; thence South, ½ mile, more or less to the South bank of Hobolochitto Creek; thence follow the meandering of said creek in a westerly direction

to the South line of Section 4; thence East along said Section line to the Southeast corner of Section 4; thence North along the East line of Section 4, ¼ mile to the Northeast corner of the Southeast quarter of the Southeast quarter of Section 4; thence West ½ mile to the Northwest corner of the Southwest quarter of the Southeast quarter of Section 4; thence North 01°03' East, a distance of 2654.9 feet, more or less, to the POINT OF BEGINNING.

**AREA #2 TO BE ANNEXED**

Commencing at the Northeast corner of Section 12, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence West along the North line of said Section 12, a distance of 54.26 feet, more or less, to the East right-of-way of Interstate 59 and the Point of Beginning; thence Northeasterly along said right-of-way, a distance of 11,731 feet, more or less, to a point located on the South line of Section 30; thence South 89°23'24" East, a distance of 872.43 feet, more or less, to the Southwest corner of Section 29; thence South 89°14'13" East along the South line of said Section 29, a distance of 5322.98 feet, more or less, to the Southeast corner of said Section 29; thence North 00°10'08" East along the East line of Section 29, a distance of 5350.55 feet, more or less, to the Northeast corner of Section 29; thence South 89°58'15" West along the North line of Section 29, a distance of 3657.35 feet, more or less, to a point located on the East right-of-way of Interstate 59; thence North 25°31'45" East, along the East right-of-way of said interstate, a distance of 2803.2 feet, more or less, to a point; thence South 89°48'31" East, a distance of 968.77 feet; thence North, a distance of 421.0 feet to a point located on the South margin of West Union Road; thence North 19°52'01" West, along said margin, a distance of 45.88 feet; thence, leaving said margin, North 64°40'55" East, a distance of 234.02 feet, more or less, to an iron pin; thence North 00°26'51" East, a distance of 571.14 feet, to an iron pin; thence South 89°33'09" East, a distance of 289.08 feet, to an iron pin; thence North 00°42'39" East, a distance of 1533.85 feet, to an iron pin; thence North 72°40'45" West, a distance of 150.68 feet, more or less, to a point located on the East right-of-way of Interstate 59; thence North 30°36'04" East, along said right-of-way, a distance of 69.33 feet, more or less, to a point located on the North line of Section 20; thence North 89°21'34" West, along the North line of said Section 20, a distance of 1549.1 feet, more or less, to a point located on the West margin of Lumpkin Road; thence Southwesterly along the West margin of Lumpkin Road, a distance of 967.34 feet, more or less, to a point located on the South margin of West Union Road; thence Northwesterly along the South margin of West Union Road, a distance of 1493.3 feet, more or less, to a point located on the North line of said Section 20; thence North 89°24'08" West, along the North line of said Section 20, a distance of 841.46 feet, more or less, to the Northwest corner of Section 20; thence South 00°40'07" West, along the West line of Section 20, a distance of 5321.5 feet, more or less, to the Southwest corner of Section 20, said point also being the Northwest corner of Section 29; thence South 00°39' West along the West line of Section 29, a distance of 2,772.2 feet, more or less, to a point located on the West right-of-way of Interstate 59; thence run Southwesterly along the West right-of-way of Interstate 59, a distance of 8,690.2 feet, more or less, to a point located on the North line of Section 6; thence North 88°23' West along the North line of Section 6, a

REGULAR MEETING NOVEMBER 15, 2011

distance of 1,221.8 feet, more or less, to a point located on the East right-of-way line of Cooper Road and the existing City of Picayune Corporate Limits; thence run along the existing City of Picayune Corporate Limits as follows: South 00°46'53" East, a distance of 1,335 feet, more or less, to a point located on the South line of the North half of the Northwest Quarter; thence South 88°30' East along said forty line, a distance of 574.00 feet, more or less, to a point located on the West right-of-way of Interstate 59; thence Southerly along the West right-of-way line of Interstate 59, a distance of 4,361 feet, more or less, to a point located on the South line of Section 1; thence East, along said South line, a distance of 285.76 feet, more or less, to the POINT OF BEGINNING.

**AREA #3 TO BE ANNEXED**

Commencing at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 22, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence South 00°24'11" East, a distance of 454.50 feet to a point; thence South 00°24'11" East, a distance of 1165.03 feet to a point; thence South 00°24'24" West, a distance of 784.70 feet to a point; thence South 02°26'42" East, a distance of 181.00 feet to a point; thence South 00°55' West, a distance of 460.65 feet, more or less, to a point located on the South line of Section 22 and the Point of Beginning; thence East along the South line of Section 22 and the existing City of Picayune Corporate Limits, a distance of 1057.36 feet, more or less, to a point; thence South 12°03'23" West along said existing corporate limits, a distance of 1,360.38 feet; thence South 12°56'41" West, a distance of 1435.11 feet, more or less, to a point on the South line of Lot 2 of Irregular Section 27 of said township and range; thence North 88°04'28" West, a distance of 456.9 feet, more or less, to the Southwest corner of Lot 2 of said Section 27; thence North 00°18'10" East, a distance of 861.37 feet; thence North 00°18'10" East, a distance of 460.65 feet; thence North 02°43'40" West, a distance of 194.76 feet; thence North 00°20'17" East, a distance of 771.70 feet; thence North 00°20'54" East, a distance of 425.44 feet, more or less, to the POINT OF BEGINNING.

**AREA #4 TO BE ANNEXED**

Beginning at the intersection of the Western margin of U.S. Interstate 59 and the South line of Section 23 of Township 6 South, Range 17 West, Pearl River County, Mississippi; thence East along the South line of Section 23 a distance of 1,402.21 feet, more or less, to a point 100 feet West of the Southeast corner of said Section 23 which is the East right-of-way line of a blacktop road; thence Southwesterly along said road, a distance of 1,325 feet; thence East, a distance of 220.00 feet, more or less, to the East line of Section 26; thence North, a distance of 3,755 feet; thence South 89°46'59" East, a distance of 747.32 feet; thence North 01°02'18" West, a distance of 265.98 feet; thence South 86°00'54" West, a distance of 744.06 feet; thence North, a distance of 1,108.62 feet; thence South 60°59'28" East, a distance of 619.45 feet; thence South 29°00'32" West, a distance of 145.00 feet; thence South 60°59'28" East, a distance of 160.00 feet; thence North 29°00'32" East, a distance of 145.00 feet; thence North 31°34'09" East, a distance of 504.07 feet; thence South 60°09'29" East, a distance of 448.18 feet; thence North 05°13'01" West, a distance of 182.34 feet; thence East, a

distance of 330.00 feet; thence South 88°42'54" East, a distance of 662.58 feet; thence North 02°51'15" East, a distance of 333.61 feet; thence South 89°06'49" East, a distance of 50.00 feet; thence North 00°53'11" East, a distance of 955.21 feet, more or less, to a point on the North boundary of said Section 24; thence East, a distance of 2,918.06 feet, more or less to the Southeast corner of Section 13, said corner also being the Northeast corner of Section 24 of said Township 6 South, Range 17 West; thence South 00°38' West along the East line of Section 24, a distance of 5,366.5 feet, more or less, to the Northeast corner of Section 25; thence South 00°07' West along the East line of Section 25, a distance of 5348 feet, more or less, to the Northeast corner of Section 36; thence North 88°25'45" West, along the North line of Section 36, a distance of 720 feet, more or less, to a point; thence South, a distance of 3906.24 feet, more or less, to a point; thence West, a distance of 1000 feet, more or less, to a point; thence North, a distance of 6050 feet, more or less, to a point; thence West, a distance of 1876.47 feet, more or less, to a point; thence North, a distance of 1160 feet, more or less, to a point located on the South right-of-way of Runway Road, as it is now laid out and maintained; thence West along said South right-of-way, a distance of 400 feet, more or less to a point; thence Westerly along said South right-of-way, with its meanderings, a distance of 1790 feet, more or less, to the East right-of-way of Ridge Road; thence South 15°54'34" West, along said right-of-way of Ridge Road, a distance of 427.4 feet, more or less, to a point; thence South 60°33'57" West across Ridge Road and along the South right-of-way of Robert Road and consequently along the South margin of a portion of Rhonda Lane, a distance of 1957.2 feet, more or less, to the East right-of-way of Interstate 59; thence Southwesterly along said East right-of-way of Interstate 59, a distance of 9210 feet, more or less, to a concrete right-of-way monument located at Station 491+16.18 of State Highway Federal Aid Project No. I-59-1(30)0; thence South 24°37'49" West along said East right-of-way, a distance of 626.42 feet, more or less; thence South 02°33'18" West along said East right-of-way, a distance of 206 feet, more or less, to a point; thence, leaving said Interstate, South 89°55'10" East, a distance of 451.6 feet, more or less, to a point located on the East right-of-way of Clyde Metzler Road; thence South 01°50'38" West along said road right-of-way, a distance of 296.13 feet, more or less, to a point; thence South 08°54'57" West, a distance of 45 feet, more or less, to a point located on the East right-of-way of non-constructed Short Street; thence South 01°15'42" West, along said East right-of-way, a distance of 150.6 feet, more or less, to a point; thence South 89°49'53" West, a distance of 58.13 feet, more or less, to a point; thence South 59°58'05" West, a distance of 120.46 feet, more or less, to a point located on the East right-of-way of Highway 607; thence South 55°45' West, a distance of 100 feet, more or less, to a point located on the West right-of-way of Highway 607; thence North 34°15'05" West, along said West right-of-way, a distance of 446.32 feet, to a point located on the East right-of-way of Interstate 59; thence South 55°44'56" West, along said East Interstate right-of-way, a distance of 115 feet, more or less; thence North 54°35'04" West, along said right-of-way, a distance of 201.1 feet, more or less, to a point; thence South 89°30'34" West, along said right-of-way, a distance of 127.5 feet, more or less, to a point; thence South 50°57'28" West, along said right-of-way, a distance of 568 feet, more or less, to a point; thence South 41°19'47" West, along said East right-of-way, a distance of 2473 feet, more or less, to the West boundary of Pearl River County, Mississippi; thence, leaving

said East right-of-way, North 48°40'13" West, along said West boundary of Pearl River County, a distance of 300 feet, more or less, to a point located on the West right-of-way of Interstate 59; thence North 41°19'47" East, along said West right-of-way, a distance of 2932.9 feet, more or less, to a point; thence North 18°02' East, along said West right-of-way, a distance of 303.43 feet, more or less, to a point; thence North 16°54'02" West, along said right-of-way, a distance of 154.36 feet, more or less, to a point; thence North 00°06'55" West, along said West right-of-way, a distance of 356.4 feet, more or less, to a point located on the West right-of-way of US Highway 11; thence, leaving said West right-of-way, North 89°40'28" West, along the North right-of-way of non-constructed Third Avenue, a distance of 361.1 feet, more or less, to the non-constructed East right-of-way of Claudine Street; thence North 01°18'50" East, along said non-constructed East right-of-way, a distance of 422 feet, more or less, to a point located on the non-constructed portion of the South right-of-way of Second Avenue; thence South 89°13'01" East, along said South right-of-way of Second Avenue, a distance of 719 feet, more or less, to a point located on the West right-of-way of George Street; thence South 01°18'50" West, along the platted West right-of-way of George Street, a distance of 462.0 feet, more or less, to a point located on the South right-of-way of non-constructed Third Avenue and the West right-of-way of Interstate 59; thence East along said West Interstate right-of-way, a distance of 50.00 feet; thence North 56°51'13" East, along said Interstate right-of-way, a distance of 560.45 feet, more or less, to a point located at Station 492+00 of State Highway Federal Aid Project No. I-59-1(30)0; thence Northeasterly along said West right-of-way, a distance of 8851 feet, more or less, to an iron rod at the northern margin of Shorty Burgess Road; thence North 15°24'51" East, a distance of 4,084.95 feet, more or less, to a point on the Western margin of U.S. Interstate 59 and the POINT OF BEGINNING.

**SECTION 2.** That upon and after the date when this Ordinance takes effect the corporate limits and boundaries of the City of Picayune, Mississippi, as changed by this Ordinance shall be as follows, to-wit:

**CORPORATE LIMITS DESCRIPTION – ANNEX AREAS INCLUSIVE**

Beginning at the Southwest corner of the Northeast quarter of the Southwest quarter of Section 21, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence South, a distance of 200.00 feet, more or less, to the South right-of-way of Jackson Landing Road; thence North 51°45'00" East along the South side of said road, a distance of 3,360.00 feet, more or less, to the West right-of-way of the Pearl River Valley Railroad; thence South along said railroad, a distance of 3,250.00 feet, more or less, to the South line of Section 21; thence East along the South line of Section 21, a distance of 473.14 feet; thence South 00°11'29" West, a distance of 346.68 feet; thence East, a distance of 1,481.46 feet; thence South, a distance of 77.43 feet; thence East, a distance of 2,050.77 feet, more or less, to a point; thence South 00°20'54" West, a distance of 1.32 feet, more or less, to a point; thence South 00°20'17" West, a distance of 771.7 feet, more or less, to a point; thence South 02°43'40" East, a distance of 194.76 feet, more or less, to a point; thence South 00°18'10" West, a distance of 460.65 feet, more or less, to a point; thence South 00°18'10" West, a distance of 861.37 feet,

more or less, to the Southwest corner of Lot 2 of Irregular Section 27; thence South 88°04'28" East, along the South line of said Lot 2, a distance of 456.9 feet, more or less, to a point; thence North 12°56'41" East, a distance of 1435.11 feet, more or less, to a point; thence South 89°12'12" East, a distance of 535.16 feet; thence South 00°14'13" East, a distance of 655.51 feet to an iron rod; thence North 89°50'17" East, a distance of 248.61 feet to an iron pipe; thence South 00°08'05" West, a distance of 280.45 feet to an iron rod; thence North 89°46'50" East, a distance of 1,073.60 feet to an iron rod; thence South 00°01'30" East, a distance of 1,500.21 feet; thence South 00°21'54" East, a distance of 1,229.43 feet to an iron pipe; thence South 00°32'39" West, a distance of 272.41 feet to an iron pipe being common to Sections 26, 27, 34 and 35; thence North 47°10'23" East, a distance of 48.21 feet to an iron rod; thence North 47°14'34" East, a distance of 181.29 feet to an iron rod; thence North 46°12'03" East, a distance of 797.18 feet to an iron rod; thence North 49°52'52" East, a distance of 135.65 feet to an iron rod; thence North 59°21'34" East, a distance of 95.55 feet to an iron pin; thence North 71°29'41" East, a distance of 536.15 feet to an iron rod; thence North 73°35'14" East, a distance of 204.17 feet to an iron rod; thence North 77°17'58" East, a distance of 197.06 feet to an iron rod; thence North 73°31'31" East, a distance of 857.12 feet to an iron rod at the northern margin of Shorty Burgess Road; thence Southwesterly along the West right-of-way of Interstate 59, a distance of 8851 feet, more or less, to a point located at Station 492+00 of State Highway Federal Aid Project No. I-59-1(30)0; thence South 56°51'13" West, along said West right-of-way, a distance of 560.45 feet, more or less, to a point; thence West, along said West right-of-way, a distance of 50.00 feet, more or less, to a point located at the intersection of the South right-of-way of Third Avenue and the West right-of-way of George Street; thence North 01°18'50" East, along the platted West right-of-way of George Street, a distance of 462.0 feet, more or less, to a point located on the South right-of-way of Second Avenue; thence North 89°13'01" West, along the South right-of-way of Second Avenue, a distance of 719 feet, more or less, to a point located on the South right-of-way of non-constructed Second Avenue; thence South 01°18'50" West, along the East right-of-way of non-constructed Claudine Street, a distance of 422 feet, more or less, to a point located on the North right-of-way of non-constructed Third Avenue; thence South 89°40'28" East, along said non-constructed North right-of-way, a distance of 361.1 feet, more or less, to a point located on the West right-of-way of US Highway 11; thence, leaving said highway right-of-way, South 00°06'55" East, along the West right-of-way of Interstate 59, a distance of 356.4 feet, more or less, to a point; thence South 16°54'02" East, along said West right-of-way, a distance of 154.36 feet, more or less, to a point; thence South 18°02' West, along said West right-of-way, a distance of 303.43 feet, more or less, to a point; thence South 41°19'47" West, along said West right-of-way, a distance of 2932.9 feet, more or less, to a point located on the West boundary of Pearl River County, thence South 48°40'13" East, along said West boundary of Pearl River County, a distance of 300 feet, more or less, to a point located on the East right-of-way of Interstate 59; thence North 41°19'47" East, along said East right-of-way, a distance of 2473 feet, more or less, to a point; thence North 50°57'28" East, along said East right-of-way, 568 feet, more or less, to a point; thence North 89°30'34" East, along said East right-of-way, a distance of 127.5 feet, more or less, to a point; thence South 54°35'04" East, along said East right-of-way, a distance of 201.1 feet, more or less, to a point; thence North 55°44'56" East, along

quarter of Section 21; thence West ¼ mile to the West line of Section 21; thence South 5/8 of a mile to the Southwest corner of the Northwest quarter of the Southwest Quarter of Section 21; thence East, a distance of 420.00 feet; thence South, a distance of 420.00 feet; thence South 89°28'38" West, a distance of 395.02 feet; thence South, a distance of 734.32 feet along the Eastern right-of-way line of Union School Road to a ½" iron rod; thence North 51°30'55" East, a distance of 888.33 feet along the North right-of-way line of Jackson Landing Road; thence North 01°00'13" West, a distance of 607.85 feet to a found ¾" iron pipe; thence East, a distance of 610.34 feet, more or less, to the POINT OF BEGINNING.

**SECTION 3.** The City of Picayune, Mississippi, shall make the following improvements in said annexed territory to be completed within a reasonable time, not to exceed five (5) years from the effective date of this Ordinance, unless delayed by war or military preparedness, to-wit:

1. Improve existing streets and drainage where necessary and economically feasible and legally permissible;
2. Install water lines, water service, sewage disposal lines, sewage treatment facilities and street lighting, where necessary and economically feasible and legally permissible;
3. Said services shall be furnished in the same manner as such services are being furnished to the present citizens, businesses and property owners of the municipality where necessary and economically feasible and legally permissible.

**SECTION 4.** That the City of Picayune shall furnish to the said annexed territory the following municipal and public services in the same manner and to the same extent as such services are being furnished to the present citizens, business and property owners of the municipality, such services to begin on the effective date of this Ordinance , to-wit:

1. Police protection;
2. Fire protection;
3. Animal control;
4. Planning and Zoning;
5. Garbage removal;

REGULAR MEETING NOVEMBER 15, 2011

6. Trash and other debris removal;
7. Pest control;
8. Maintenance of existing streets, rights-of-way and drainage structures and facilities;
9. Code enforcement;
10. Parks and recreation service;
11. Water and sewer services;
12. Natural gas services;
13. The protection of public health, safety and welfare afforded by the application and enforcement of Ordinances, Codes and Regulations of the City of Picayune, Mississippi; and,
14. The right to exercise the ballot in municipal elections upon registering and meeting all statutory and constitutional requirements and upon proper approval of the changes created by this Ordinance under the Voting Rights Act of 1965, as amended, and the use and benefit of all other municipal services and facilities furnished by the City of Picayune to all of the present citizens, businesses and property owners of the municipality.

**SECTION 5.** The City of Picayune, Mississippi, through its attorneys, shall file a petition in the Chancery Court of Pearl River County, Mississippi, which petition shall recite the fact of the adoption of this Ordinance and shall pray for the approval, ratification and confirmation by the said Court of the enlargement and extension of the municipal boundaries and limits of the City of Picayune, Mississippi, as herein fixed and determined. Said petition shall have attached hereto a certified copy of this Ordinance and a plat or map showing the boundaries of the said City of Picayune, Mississippi, as they will exist in the event such enlargement and extension becomes effective pursuant to this Ordinance.

**SECTION 6.** The City of Picayune, Mississippi shall undertake the following restrictions, planning and zoning activities following the effective date of this Ordinance, to-wit:

1. The City of Picayune shall enlarge, update, revise and amend its Comprehensive Plan to include all territory annexed to the municipality and the City Council shall adopt such revisions fulfilling all legal requirements to do so including public notice and a public hearing on enlargement, updating, revision and amendments of the Comprehensive Plan.

REGULAR MEETING NOVEMBER 15, 2011

- 2. Following modification of the Comprehensive Plan to include territories annexed, the City of Picayune shall prepare and adopt an Official Zoning Map and such Zoning Ordinance text amendments as are warranted to implement the adopted Comprehensive Plan. All territory annexed shall be included on the City's Official Zoning Map and shall be classified thereon in conformance with the City's adopted Comprehensive Plan. Adoption of Zoning Ordinance text amendments in addition to the City's official Zoning Map by the City Council shall occur in accordance with the City's Zoning Ordinances and/or after proper notice and public hearing(s).

**SECTION 7.** This Ordinance shall become effective ten (10) days from date of the entry of the Decree and/or Judgment of the Chancery Court of Pearl River County, Mississippi, ratifying, approving and confirming the enlargement and extension of the boundaries of the City of Picayune, Mississippi, as established by this Ordinance and Decree of said Chancery Court.

The foregoing Ordinance having been reduced to writing and considered, section by section, was introduced by Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, and adopted by the following roll call vote, to-wit:

VOTING YEA:

VOTING NAY: None

ABSENT AND NOT VOTING: None

The motion was declared carried.

The Ordinance was there upon declared carried and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk

I, Amber Hinton, City Clerk, the duly appointed, qualified, action and lawful custodian of the minutes of the City Council of the City of Picayune, Mississippi, and seal of said City, certify that the foregoing is a true and exact copy of an Ordinance

passed by the City Council at its regular meeting on \_\_\_\_\_, an recorded  
in the Minute Book \_\_\_\_\_, Pages \_\_\_\_\_.

WITNESS my signature and official seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_,  
A.D., 2011.

[SEAL]

Amber Hinton, 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.

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

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

The following roll call was made:

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

**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 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 ENTER EXECUTIVE SESSION TO DISCUSS A PERSONNEL MATTER AND CONTRACTUAL MATTER**

Motion was made by Council Member Watkins, seconded by Council Member Lane to enter 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 EXIT EXECUTIVE SESSION**

Motion was made by Council Member Watkins, 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.

**APPROVE THE FAIR MARKET VALUE OFFER PACKAGE FROM MDOT IN REGARDS TO THE ACQUISITION OF PROPERTY LOCATED ALONG MS HWY 607**

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve the Fair Market Value Offer Package from MDOT in regards to the acquisition of property located along MS Hwy 607 and restrict funds to Capital Project Fund.

ROW-205  
(Rev. 2-94)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

FAIR MARKET VALUE OFFER

		DATE:	November 1, 2011
NAME:	City of Picayune c/o Ed Pinero, Mayor of Picayune	PROJECT:	105425/201000
ADDRESS:	815 N. Beach Street Picayune, MS 39466	COUNTY:	Hancock
		ROW PARCEL(S):	013-0-00-W

It is necessary that the Mississippi Transportation Commission acquire from you certain property necessary for the construction of this project. The identification of the real property and the particular interests being acquired are indicated on the attached instrument.

The value of the real property interests being acquired is based on the fair market value of the property and is not less than the approved appraised value/value determination disregarding any decrease or increase in the fair market value caused by the project. This fair market value offer includes all damages and is based on our approved appraisal/value determination in the amount of \$73,990.00, which includes \$6,090.00 for timber located on the property interest being acquired.

Appraisal  Value Determination This Value Determination was made based upon recent market data in this area.

This acquisition does not include oil, gas, or mineral rights but includes all other interests.

Unless noted otherwise, this acquisition does not include any items which are considered personal property under Mississippi State Law. Examples of such items are household and office furniture and appliances, machinery, business and farm inventory, etc.

The real property improvements being acquired are N/A

The following real property and improvements are being acquired but not owned by you N/A

Separately held interest(s) in the real property are valued at \$ 200.00. These interests are not included in the above fair market value offer.

Land Value, including any timber:	\$	<u>73,990.00</u>
Improvements:	\$	<u>0.00</u>
Damages:	\$	<u>0.00</u>
<b>Total Fair Market Value Offer</b>	<b>\$</b>	<b><u>73,990.00</u></b>

NOTE: All interests must be acquired by MDOT before any payment will be made.

  
Right of Way Acquisition Agent  
Mississippi Department of Transportation

151

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 RECESS**

Motion was made by Council Member Lane, seconded by Council Member Bumpers to adjourn until Wednesday, November 30, 2011 at 12:00 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.

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Ed Pinero, Mayor

ATTEST:

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Amber Hinton, City Clerk