

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, 203 Goodyear Blvd., in said City, Tuesday, April 19, 2016, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Lynn Bumpers, Jan Stevens, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton.

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

Opening prayer was given by Chief Keith Brown, followed by the Pledge of Allegiance led by Mayor Ed Pinero.

ORDER TO APPROVE MINUTES

Motion was made by Council Member Breland, seconded by Council Member Valente to approve the Minutes for the City of Picayune dated April 5, 2016.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT

Motion was made by Council Member Breland, seconded by Council Member Valente to acknowledge receipt of monthly Privilege License report for the month of March 2016.

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

Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date
Dep 556951	3/09/2016	GENERAL FUND - OPERATING	Mail - Is	Check	0000101	32130		CUTTING UP HAIR SALON	2015-2016 PRIV LICENSE		30.00	3/14/2016
Dep 556960	3/09/2016	GENERAL FUND - OPERATING	Mail - Is	Check	0001212	32123		ECHO MUSIC ACADEMY	2015-2016 PRIV LICENSE		20.00	3/14/2016
Dep 558851	3/15/2016	GENERAL FUND - OPERATING	Mail - Is	Cash		32144		CRACKIN SHELLS	2015-2016 PRIV LICENSE		35.00	3/22/2016
Dep 559123	3/16/2016	GENERAL FUND - OPERATING	Mail - Is	Check	0001857	18808		DIPPIN TAILS, FEIERABEND, DAVID	2015-2016 PRIV LICENSE		20.00	3/22/2016
Dep 559187	3/16/2016	GENERAL FUND - OPERATING	Mail - Is	Cash		32147		CROSBY'S FURNITURE, LLC, CONSOLIDATED ELECTRICAL	2015-2016 PRIV LICENSE		20.00	3/22/2016
Dep 560196	3/22/2016	GENERAL FUND - OPERATING	Mail - Is	Check	1607653	32150		DISTRIBUTORS, INC. SNOWIZ SNOWBALLS & NACHOS	2015-2016 PRIV LICENSE		72.50	3/22/2016
Dep 560234	3/22/2016	GENERAL FUND - OPERATING	Mail - Is	Check		28479		A-1 MINI STORAGE	2015-2016 PRIV LICENSE		20.00	3/22/2016
Dep 560334	3/22/2016	GENERAL FUND - OPERATING	Mail - Is	Check	0001741	28627		SOUTHERN BOY FURNITURE	2015-2016 PRIV LICENSE		23.00	3/30/2016
Dep 560763	3/28/2016	GENERAL FUND - OPERATING	Mail - Is	Check	0001002	31526		STYLZ BY SERRAE	2015-2016 PRIV LICENSE		23.00	3/30/2016
Dep 561081	3/29/2016	GENERAL FUND - OPERATING	Mail - Is	Cash		32162			2011 THRU 2016 PRIV LICENSE		138.00	3/30/2016
											401.50	

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouquet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS REQUEST REPORT

REGULAR MEETING APRIL 19, 2016

Motion was made by Council Member Breland, seconded by Council Member Valente to acknowledge receipt of monthly Public Records Request report for the month of March 2016.

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS MARCH 2016				
DATE	PERSON REQUESTING	SUBJECT MATTER	DATE FILLED/ DENIED	ACTION
03/31/16	PICAYUNE HOUSING AUTHORITY	FIGNERPRINTS AND BACKGROUND CHECKS	03/31/16	APPROVED
03/31/16	NATASHA COUSIZAN	RECORDS CHECK	03/31/16	APPROVED
03/31/16	CYNTHIA MCDONALD	RECORDS CHECK	03/31/16	APPROVED
03/30/16	REBECCA BLADES	INCIDENT REPORT # 2016-03-1399	03/30/16	APPROVED
03/30/16	BRADLEY GOLLOTTE	ACCIDENT REPORT # 2016-03-1880	03/30/16	APPROVED
03/30/16	STEPHANIE HARDAWAY	INCIDENT REPORT # 2015-01-1540 & 2016-03-1793	03/30/16	APPROVED
03/29/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-03-0166	03/29/16	APPROVED
03/29/16	DONNA AUSTIN	RECORDS CHECK	03/29/16	APPROVED
03/24/16	LEXIS NEXIS	CAD NOTES 2016-03-0969	03/24/16	APPROVED
03/24/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-03-0909	03/24/16	APPROVED
03/24/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-03-1015	03/24/16	APPROVED
03/24/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-03-1286	03/24/16	APPROVED
03/24/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-03-0917	03/24/16	APPROVED
03/24/16	TOMMY MORRISON	ACCIDENT REPORT # 2016-03-0909	03/24/16	APPROVED
03/24/16	MARY GAY	BACKGROUND CHECK	03/24/16	APPROVED
03/23/16	DYLAN VIVONI	ACCIDENT REPORT # 2016-03-1407	03/32/16	APPROVED
03/22/16	METROPOLITAN REORTING BUREAU	ACCIDENT REPORT # 2016-03-0540	03/22/16	APPROVED
03/22/16	METROPOLITAN REORTING BUREAU	ACCIDENT REPORT # 2016-03-0982	03/22/16	APPROVED
03/22/16	ERNEST CHARBONNET ATTORNEY AT LAW	ACCIDENT REPORT # 2016-02-1846	03/22/16	APPROVED
03/22/16	KAREN HOTSINPILLER	ACCIDENT REPORT # 2016-03-0674	03/22/16	APPROVED
03/22/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-03-1071	03/22/16	APPROVED
03/22/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-030695	03/22/16	APPROVED
03/22/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-03-0695	03/22/16	APPROVED
03/22/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-03-0855	03/22/16	APPROVED
03/22/16	DYLAN VIVONI	ACCIDENT REPORT # 2016-03-1407	03/22/16	APPROVED
03/22/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-03-0540	03/22/16	APPROVED
03/22/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-03-0540	03/22/16	APPROVED
03/22/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-03-0163	03/22/16	APPROVED
03/22/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-03-0696	03/22/16	APPROVED
03/22/16	THE BEZOU LAW FIRM	ACCIDENT REPORT # 2016-02-1845	03/22/16	APPROVED
03/22/16	AFRICA & ESCONESHA SIMMONS	# 2 RECORDS CHECK	03/22/16	APPROVED
03/22/16	JESSICA ALISON	ACCIDENT REPORT # 2016-03-1071	03/22/16	APPROVED
03/22/16	METROPOLITAN REORTING BUREAU	ACCIDENT REPORT # 2016-03-0695	03/22/16	APPROVED
03/21/16	JAUN GUZMAN	BURGLARY REPORT # 2015-03-0982	03/21/16	APPROVED
03/21/16	TYLER SMITH	ACCIDENT REPORT # 2016-03-0713	03/21/16	APPROVED
03/21/16	REGINA BURGESS	BURGLARY REPORT # 2016-03-1116	03/21/16	APPROVED
03/21/16	MORRIS BART ATTORNEY AT LAW	SUBPOENA DUCES TECUM	03/21/16	APPROVED
03/21/16	RANSOM PERKINS	ACCIDENT REPORT # 2016-03-1268	03/21/16	APPROVED
03/17/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-03-0241	03/17/16	APPROVED
03/17/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-03-0303	03/17/16	APPROVED
03/17/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-02-1994	03/17/16	APPROVED
03/17/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-03-0332	03/17/16	APPROVED
03/18/16	METROPOLITAN REORTING BUREAU	ACCIDENT REPORT # 2016-03-0674	03/18/16	APPROVED
03/18/16	MORRIS BART, LTD	ACCIDENT REPORT # 2016-03-0554	03/18/16	APPROVED
03/15/16	DECORION MYERS	RECORDS CHECK	03/15/16	APPROVED
03/15/16	KIAYA FREMIN	ACCIDENT REPORT # 2016-03-0554	03/15/16	APPROVED
03/15/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-03-0554	03/15/16	APPROVED
03/15/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-02-1238	03/15/16	APPROVED
03/15/16	METROPOLITAN REORTING BUREAU	ACCIDENT REPORT # 2016-01-1755	03/15/16	APPROVED
03/15/16	CELISA WILLIAMS	ACCIDENT REPORT # 2016-03-0303	03/15/16	APPROVED

REGULAR MEETING APRIL 19, 2016

03/15/16	HAVOLYN HAYES	ACCIDENT REPORT # 2016-03-0241	03/15/16	APPROVED
03/15/16	KAREN NECAISE	INCIDENT REPORT # 2016-01-1963	03/15/16	APPROVED
03/11/16	VIRGINIA MCQUEEN	RECORD'S CHECK	03/11/16	APPROVED
03/11/16	STEPHANIE ROBERTSON	ACCIDENT REPORT # 2016-02-1994	03/11/16	APPROVED
03/09/16	AARON HUFF	ACCIDENT REPORT # 2016-03-0540	03/09/16	APPROVED
03/10/16	KERRIE CARRIERE	ACCIDENT REPORT # 2016-03-0413	03/10/16	APPROVED
03/10/16	HILDA WASHINGTON	ACCIDENT REPORT # 2016-02-1846	03/10/16	APPROVED
03/09/16	ARIE HOLLOWAY	ACCIDENTAL SHOOTING # 2016-01-1710	03/09/16	APPROVED
03/09/16	METROPOLITAN REORTING BUREAU	ACCIDENT REPORT # 2016-02-1801	03/09/16	APPROVED
03/09/16	METROPOLITAN REORTING BUREAU	ACCIDENT REPORT # 2015-07-0623	03/09/16	APPROVED
03/09/16	SHANNON SIMS	RECORD'S CHECK	03/09/16	APPROVED
03/08/16	SAFeway INSURANCE COMPANY	ACCIDENT REPORT # 2016-02-1970	03/08/16	APPROVED
03/08/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-02-1801	03/08/16	APPROVED
03/08/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-02-0182	03/08/16	APPROVED
03/08/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-02-1385	03/08/16	APPROVED
03/08/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-02-1914	03/08/16	APPROVED
03/08/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-03-0060	03/08/16	APPROVED
03/08/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-02-2022	03/08/16	APPROVED
03/08/16	MORRIS BART, LTD	ACCIDENT REPORT # 2016-02-1180	03/08/16	APPROVED
03/08/16	MORRIS BART. LTD	ACCIDENT REPORT # 2016-02-1914	03/08/16	APPROVED
03/07/16	BERNARD STAPLES	ACCIDENT REPORT # 2016-02-1801	03/07/16	APPROVED
03/04/16	MOLLY & MATTHEW SMART	RECORDS CHECK	03/04/16	APPROVED
03/03/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-01-1338	03/03/16	APPROVED
03/03/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-02-1367	03/03/16	APPROVED
03/03/16	LEXIS NEXIS	ACCIDENT REPORT # 2016-02-0731	03/03/16	APPROVED
03/02/16	KRISSY FRADELLA	ACCIDENT REPORT # 2016-02-1653	03/03/16	APPROVED
03/02/16	METROPOLITAN REORTING BUREAU	ACCIDENT REPORT # 2016-02-1437	03/02/16	APPROVED
03/02/16	YELLOW DOG	ACCIDENT REPORT # 2016-02-0817	03/02/16	APPROVED
03/02/16	JARED MITCHELL	RECORD'S CHECK	03/02/16	APPROVED
03/02/16	BLAINE J BARRILLEAUX LLC	ACCIDENT REPORT # 2016-01-1672	03/02/16	APPROVED
03/02/16	MORRIS BART, LTD	ACCIDENT REPORT # 2016-02-0180	03/02/16	APPROVED
03/02/16	DESTINY MAGEE	RECORD'S CHECK	03/02/16	APPROVED

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouquet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO BUY BACK CEMETERY PLOT

Motion was made by Council Member Breland, seconded by Council Member Valente to buy back cemetery plots from Mrs. Jean Billingsley who no longer needs her plots described as lot 42, plots 5, 6, 7 & 8, Block X in New Palestine Cemetery, in the amount of \$800.00.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouquet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF OATHS OF OFFICE

Motion was made by Council Member Breland, seconded by Council Member Valente to acknowledge receipt of Oaths of Office of Court Deputy Clerks Ella Smith and John Aultman.

OATH OF OFFICE

THE STATE OF MISSISSIPPI

CITY OF PICAYUNE

I, ELLA SMITH, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof, that I am not disqualified from holding the office of Municipal Court Deputy Clerk of the City of Picayune in said state; that I will faithfully discharge the duties of the office upon which I am about to enter, SO HELP ME GOD.

Ella Smith

Sworn to and subscribed before me, this 11 day of February,
2016.

G. GERALD CRUTHIRD
Picayune Municipal Court Judge

Item # 18

OATH OF OFFICE

THE STATE OF MISSISSIPPI

CITY OF PICAYUNE

I, John Anthony, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof, that I am not disqualified from holding the office of Municipal Court Deputy Clerk of the City of Picayune in said state; that I will faithfully discharge the duties of the office upon which I am about to enter, SO HELP ME GOD.

John Anthony

Sworn to and subscribed before me, this 11 day of February, 2016.

Gerald Cruthird
GERALD CRUTHIRD
Picayune Municipal Court Judge

04/28/14

Item # 17

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The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE THE MOUNTAINEER COMPUTER SYSTEMS INC. MAINTENANCE AND SUPPORT AGREEMENT

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to approve the Mountaineer Computer Systems, Inc. Maintenance and Support Agreement for the period of July 1, 2016 through June 30, 2017 and authorize City Clerk to sign the same.



MOUNTAINEER
Computer Systems, Inc.
PO Box 982
Lewisburg, West Virginia 24901

James H. Copland, Pres.
(540) 491-2546
Cell: (304) 667-5992
Fax: (866) 891-1361
E-mail: jim@mcsww.com
Jeffrey S. Feamster, VP
(304) 647-5980
Cell: (304) 667-5990
Fax: (801) 640-8611
E-mail: jeff@mcsww.com

MAINTENANCE AND SUPPORT AGREEMENT

Following are the terms and conditions of the Maintenance and Support Plan offered by Mountaineer Computer Systems, Inc. to the **City of Picayune** for the period July 1, 2016 through June 30, 2017.

For the consideration as outlined below, Mountaineer Computer Systems, Inc. will provide the support services as detailed below:

1. 100% warranty on all hardware (excluding time clocks, backup power supplies over 1-year-old, labor only on printers over 2 years old and labor only on computers over 5 years old.) supplied by Mountaineer Computer Systems, Inc. including parts, labor and travel. Keyboards and mice are also excluded.
2. Unlimited telephone support in connection with all applications, including operating systems, when they are provided by Mountaineer Computer Systems, Inc., excluding exceptions noted below. ****(Operator Training is Not covered under phone support agreement.)****
3. Remote support via internet at the reduced hourly rate of \$165.00 per hour where applicable. Examples of billable charges include, but are not limited to, items such as, correcting payroll errors, assistance with bank reconciliations, recurring assistance with ordinary daily processing; correcting operator billing errors, assistance with audit preparation and audit adjustments, custom report creation, etc. (Requires an internet connection on your computer.)
4. Reduced hourly rate of \$165.00 per hour (including travel time) for **all** on-site assistance and training with application software provided by Mountaineer Computer Systems, Inc. Please note that unless agreed to prior to service, the minimum charge for on-site assistance will be \$600.00 per day plus up to \$175.00 daily expenses where an overnight stay is required.
5. Reduced hourly rate of \$165.00 per hour for all support in connection with application software (including meter reading applications) purchased from sources other than Mountaineer Computer Systems, Inc.
6. Reduced hourly rate of \$165.00 per hour for all custom report design and implementation.
7. Your data and system software are not covered by any agreement in case of loss, **regardless of the reason for loss**. It is your responsibility to do regular and systematic back-ups of your data, as well as confirming the integrity of those backups. This agreement includes backup of up to 25 gigabytes of data from your AccuFund server through our internet backup provider. Additional storage and/or computers are billed separately.

In the event of system failure, any assistance with data recovery can be billed at the rate of \$165.00 per hour plus out-of-pocket expenses. However, we will not and cannot guarantee the recovery of your data in the event of a system failure.
8. You also authorize Mountaineer Computer Systems, Inc. to make backup copies of your AccuFund data to be used on our computers for support and testing. At times, your data may also be used for software demonstration purposes for prospective AccuFund clients.
9. We reserve the right to charge for AccuFund version upgrades that are performed via the internet. The complexity of the upgrade and the amount of conversion time will determine whether charges are involved.

Experts in Governmental Computerized Accounting and Information Systems.



MOUNTAINEER

Computer Systems, Inc.
PO Box 982
Lewisburg, West Virginia 24901

James H. Copland, Pres.
(540) 491-2546
Cell: (304) 667-5992
Fax: (866) 891-1361
E-mail: jim@mcsww.com

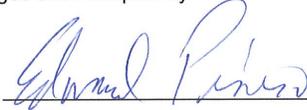
Jeffrey S. Feamster, VP
(304) 647-5980
Cell: (304) 667-5990
Fax: (801) 640-8611
E-mail: jeff@mcsww.com

10. We reserve the right to pass on any charges incurred on your behalf with AccuFund, Inc. in the event that you have chosen not to participate in AccuFund's limited maintenance and support program.
11. This agreement does not cover any out-of-the-ordinary repairs due to operator negligence, misuse or abuse, fire, theft, water damage, power surges, blackout damage, damage caused by computer viruses, spyware, malware, etc. Removal and recovery from damage caused by viruses, spyware and malware is charged at the standard hourly rate. Excessive dirt in the vents due to cigarette smoke, dust, etc. resulting in failures caused from overheating or contact damage will result in billable charges.
12. The **City of Picayune** is responsible for insuring that its employees are adequately trained to operate the AccuFund System. In the event of a change in personnel, Mountaineer Computer Systems, Inc. will at the request of the City of Picayune provide additional training at the rate of \$165.00 per hour.
13. Mountaineer Computer Systems, Inc. reserves the right to terminate this agreement for non-payment for services previously rendered. Finance charges at the rate of 2% per month apply to all balances over 30 days old.

The charge for this service is as follows based upon the payment plan that you choose.

Annual	\$ 5975.00
Quarterly	\$ 1626.70
Monthly	\$ 536.49
Discounted	\$ 5736.00

Acknowledged and Accepted by:

Signature 

Title MAYOR

Experts in Governmental Computerized Accounting and Information Systems.



MOUNTAINEER
Computer Systems, Inc.
PO Box 982
Lewisburg, West Virginia 24901

James H. Copland, Pres.
(540) 491-2546
Cell: (304) 667-5992
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Jeffrey S. Feamster, VP
(304) 647-5980
Cell: (304) 667-5990
Fax: (801) 640-8611
E-mail: jeff@mcsww.com

MAINTENANCE AND SUPPORT ACKNOWLEDGMENT FORM

The **City of Picayune** has read the enclosed information regarding the maintenance and support provided by Mountaineer Computer Systems, Inc. and fully understands the terms of support.

The **City of Picayune** has chosen the following option for support for the year ending June 30, 2017: *(Please check only one.)*

1. _____ Annual payment of **\$5975.00** due **July 1, 2016**.
2. _____ Quarterly payment of **\$ 1626.70** due by the first day of each calendar quarter.
3. _____ Monthly payments of **\$ 536.49** due by the first day of each month.
4. Discounted annual payment of **\$ 5736.00** due by **May 31, 2016**.
5. _____ No maintenance agreement.

Acknowledged and Accepted by:

Signature Edward Pinero

Title MAYOR

Date 4-19-16

*****Please Sign and Return No Later Than June 15, 2016*****

Experts in Governmental Computerized Accounting and Information Systems.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouquet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR'S SIGNATURE ON AN AMENDED ENVIRONMENTAL COVENANT NOTICE OF BROWNFIELD AGREEMENT SITE

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to authorize Mayor's signature on an Amended Environmental Covenant Notice of Brownfield Agreement Site.

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

**AMENDED ENVIRONMENTAL COVENANT
NOTICE OF BROWNFIELD AGREEMENT SITE**

Owner (Grantor)/Holder (Grantee)

Huey P. Stockstill, LLC
130 Huey Stockstill Road
Picayune, Mississippi 39466

and

Commission

The Mississippi Commission on Environmental Quality
Post Office Box 2261
Jackson, Mississippi 39225

Prepared by and Return to:

Laura W. McCarthy, MSB #104674
Watkins & Eager PLLC
400 East Capitol Street, Suite 300 (39201)
Post Office Box 650
Jackson, Mississippi 39205
(601) 965-1957

Indexing Instructions:

East ½ of Section 9, also known as West ½ of Stephen Jarrell Claim No. 40, all in Township 6 South, Range 17 West, Pearl River County, Mississippi.

**AMENDED ENVIRONMENTAL COVENANT
NOTICE OF BROWNFIELD AGREEMENT SITE**

This Amended Environmental Covenant is entered into by Huey P. Stockstill, LLC (“Owner”) and the Mississippi Commission on Environmental Quality (“Commission”) pursuant to Uniform Environmental Covenants Act (“UECA”), Miss. Code Ann. § 89-23-1, *et seq.* (Rev. 2008) for the purpose of subjecting the Former Arizona Chemical Facility Brownfield Agreement Site, AI #911 (“Site”), to the activity and use limitations set forth herein. This Covenant amends and restates in its entirety the Environmental Covenant for the Site dated April 26, 2011, which was recorded in Book 1033 at Page 137 in the land records of the Chancery Clerk’s office of Pearl River County, Mississippi. As required by Miss. Code Ann. § 89-23-19(a)(4), this Amended Environmental Covenant is signed by the City of Picayune, the previous owner of the Site and the party that signed the original Environmental Covenant.

RECITALS

WHEREAS, Owner is the owner and operator of certain real property located at 815 North Beech Street, Picayune, Pearl River County, Mississippi, and legally described in Exhibit A hereto (collectively referred to herein as the “Property”), more particularly described below;

WHEREAS, Environmental Site Assessments have revealed an asbestos burial site. It was determined that activity and use limitations placed on the site where necessary to protect human health and the environment. Pursuant to Miss. Code Ann. § 49-35-1, *et seq.*, hereafter referred to as the Brownfield Act, the site is subject to a Brownfield Agreement that has been reached with the MDEQ, and the owner is relieved of liability to all persons other than the United States for: (a) remediation of the Brownfield Agreement Site other than the remediation required by this Agreement; and (b) all costs reasonably related to the remediation other than the remediation and costs required by the Brownfield Agreement or the Brownfield Act. The liability protection is also afforded to future property owners and any lender or fiduciary that provided financing for remediation or redevelopment of the Brownfield Agreement Site. The administrative record for the environmental response project reflected in the Environmental Covenant is referred to as the Former Arizona Chemical Brownfield Agreement Site, Picayune, MS, File (AI-911) and is located at the main office of the State of Mississippi Department of Environmental Quality in Jackson, Mississippi.

NOW, THEREFORE, Owner/Grantor, Holder/Grantee and the Commission agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to Miss. Code Ann. § 89-23-1, *et seq.*
2. Property. This Environmental Covenant concerns approximately 210.86 acres of property, located at 815 North Beech Street, Picayune, Pearl River County, Mississippi, and more particularly described in the legal description and survey plat found in Exhibit A.

3. Owner/Grantor. Huey P. Stockstill, LLC, located at 130 Huey Stockstill Road, Picayune, Mississippi 39466, is the fee simple title owner of the Property.

4. Holder/Grantee. The Owner, whose address is listed above, is also the holder of this Environmental Covenant.

5. Transferee. A Transferee is any future owner of any interest in the Property or any portion thereof, including, but not limited to, an owner of an interest in fee simple, mortgagees, easement holders and/or lessees.

6. Commission. The Mississippi Commission on Environmental Quality is the "Commission" as defined in Miss. Code Ann. § 89-23-3(2A).

7. MDEQ. "MDEQ" is the Mississippi Department of Environmental Quality which serves as staff and acts on behalf of the Commission pursuant to Miss. Code Ann. §§ 49-17-5(3)(a) and 49-17-7(1).

8. Activity and Use Limitations. As part of the remediation of the Property; Owner imposes and agrees to comply with the following activity and use limitations:

- (a) There shall be no excavating, drilling or other activities that could create exposure to contaminated media without prior approval from the Mississippi Department of Environmental Quality ("MDEQ").
- (b) The groundwater at the site shall not be used without prior approval from MDEQ.
- (c) No wells shall be installed without prior approval from MDEQ.
- (d) A sign of a size, shape, construction, and layout approved by MDEQ shall be erected and maintained at the physical location of the site that reads as follows:

STOP – CALL BEFORE YOU DIG
(601) 961-5171
Regarding Former Arizona Chemical
Brownfield Agreement Site
(AI-911)

- (e) All monitoring wells and the sign listed in 5(d) shall be protected and maintained.

9. Notice of Any Breach. If any event or action constitutes a breach of the activity and use limitations, Owner/Grantor, Holder/Grantee or Transferee shall notify the MDEQ within fifteen (15) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within thirty (30) days of becoming aware of the event or action, or such other time frame as may be agreed to by the Owner or Transferee and MDEQ.

10. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to Miss. Code Ann. § 89-23-1, et seq., subject to amendment or termination as set forth herein. The term "Transferee," as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

11. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to Miss. Code Ann. §89-23-1, et seq. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the Commission or MDEQ from exercising any authority under applicable law.

12. Rights of Access. Owner hereby grants to MDEQ, its agents, contractors, and employees the right of access to the Property for implementation or for enforcement of this Environmental Covenant.

13. Compliance Reporting. Unless otherwise approved and performed by MDEQ, beginning on October 31, 2016, and annually thereafter, Owner or Transferee shall submit written documentation in a form required by MDEQ that all the activity and use limitations remain in place and are being complied with.

14. Notice prior to Conveyance. Owner or Transferee shall provide written notice to MDEQ prior to any conveyance of an interest in any portion of the Property.

15. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE INTEREST COVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 2015, RECORDED IN THE DEED OR OFFICIAL RECORDS OF PEARL RIVER COUNTY CHANCERY CLERK ON _____, 2015, IN [DOCUMENT ____, or BOOK ____, PAGE ____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:
[Insert the language that describes the activity and use limitations found in Section 5 exactly as it appears in the Environmental Covenant.]

Owner/Grantor or Transferee shall provide written notice to MDEQ and any Holder/Grantee within fifteen (15) days after each conveyance of an interest in any portion of the Property. Owner/Grantor or Transferee's notice shall include the name, address, and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

16. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- (a) That the Owner/Grantor is the sole owner of the Property;
- (b) That the Owner/Grantor holds fee simple title to the Property which is subject to the interests or encumbrances identified in Exhibit B attached hereto and incorporated by reference herein;
- (c) That the Owner/Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- (d) That the Owner/Grantor has identified all other persons that own an interest in or hold an encumbrance on the Property and notified such persons of the Owner/Grantor's intention to enter into this Environmental Covenant;
- (e) That this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner/Grantor is a party or by which Owner/Grantor may be bound or affected;
- (f) To the extent that any other interest in or encumbrances on the Property that are deemed by MDEQ to conflict with the activity and use limitations set forth in this Environmental Covenant, the persons who own such interests or hold such encumbrances have agreed to subordinate such interests or encumbrances to the Environmental Covenant, pursuant to Miss. Code Ann. § 89-23-1, et seq. and a subordination agreement acceptable to MCEQ.

17. Amendment or Termination. This Environmental Covenant may be amended or terminated pursuant to Miss. Code Ann. § 89-23-17 and 19 and other applicable law. The term, "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. The term, "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed pursuant to Miss. Code Ann. §89-23-17 and 19. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner/Grantor(s) or Transferee(s) shall file such instrument for recording with the Pearl River County Chancery Court Clerk, and shall provide a file- and date-stamped copy of the recorded instrument to MDEQ.

18. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

19. Governing law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Mississippi.

20. Recordation. Within fifteen (15) days after the date of the final required signature upon this Environmental Covenant, Owner/Grantor shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Pearl River County Chancery Court Clerk's Office.

21. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Pearl River County Chancery Court Clerk.

22. Distribution of Environmental Covenant. The Owner/Grantor shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to MDEQ within 15 days after filing.

23. Notice. Unless otherwise notified in writing by or on behalf of the current owner or MDEQ, any document or communication required by this Environmental Covenant shall be submitted to:

Groundwater Assessment and Remediation Division
MS Dept. of Environmental Quality
P.O. Box 2261
Jackson, MS 39225

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

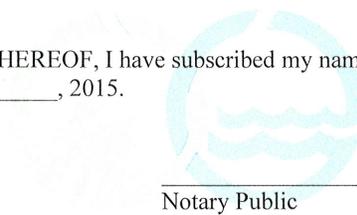
The undersigned representative of the Owner and Holder represents and certifies that he is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

_____	_____
Huey P. Stockstill, LLC	Date
State of Mississippi)	
))	
County of Pearl River)	

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2015, within my jurisdiction, the within named _____, who acknowledged to me that he is the duly authorized representative of Huey P. Stockstill, LLC and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this ____ day of _____, 2015.



Notary Public

Motion was made by Council Member Gouguet, seconded by Council Member Valente to approve Contract between the City of Picayune, Cooper Company, and Bank Plus for the reconstruction of Highland Parkway and authorize Mayor to sign the same.

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

**CONTRACT BETWEEN THE CITY OF PICAYUNE, A MISSISSIPPI MUNICIPALITY, COOPER COMPANY, AND BANKPLUS, A MISSISSIPPI BANKING CORPORATION
REGARDING THE REPAIR AND DEDICATION OF HIGHLAND PARKWAY
UNTO THE CITY OF PICAYUNE AS S CITY STREET**

THIS AGREEMENT ("Agreement" or "Contract") is hereby entered into on this, the 19TH day of APRIL, A.D., 2016, by and between **THE CITY OF PICAYUNE, A MISSISSIPPI MUNICIPALITY ("City"), COOPER COMPANY, A MISSISSIPPI CORPORATION (COOPER), and BANKPLUS, A MISSISSIPPI BANKING CORPORATION ("BankPlus")**, by and through the duly authorized representatives and/or authorized agents for both the City and Contractor, as follow, to-wit:

RECITALS

1. The City is a Mississippi Municipality and is a political subdivision of the State of Mississippi, which is located in Pearl River County, Mississippi.
2. BankPlus is a Mississippi Banking Corporation and is the Mortgagee of a tract(s) of real property, easement(s) and/or right of way(s) known generally as Highland Parkway, together with real property that is adjacent to and runs along said Highland Parkway, said property being more particularly described in Exhibit " 1" attached hereto and incorporated herein. Cooper Company, a Mississippi Corporation, is the owner of the subject property.
3. That it is desired between the City, Cooper Company, and BankPlus to repair, rehabilitate and complete the construction of Highland Parkway, a major traffic

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roadway that is in a state of construction that will connect Highway 11 North with Highway 43 North located inside the corporate limits of the City.

4. That it is agreed that in its present condition, Highland Parkway does not meet the standards of the City that are required as a condition precedent to the City accepting said Highland Parkway as a dedicated street owned by the City of Picayune.
5. That it desired by the City, Cooper, and BankPlus that it is of the utmost importance of getting Highland Parkway repaired; dedicated to the City; and, open to the public for use and travel.
6. Therefore, the City, Cooper, and BankPlus desire to enter into this Agreement upon the terms and conditions set forth as follows, to-wit:

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration(s), the receipt and sufficiency of which is acknowledged herein, the City and BankPlus do hereby agree, contract, warrant and covenant as follows, to-wit:

1.

That upon execution of this Agreement by the Parties, Cooper shall dedicate (and BankPlus will release its lien) to the City a right of way that includes Highland Parkway together with a twenty (20) foot drainage and utility easement(s) adjacent to and running the full length along both sides of Highland Parkway for any and all utilities that may be needed in the future. That the legal description(s) of Highland Parkway and the adjacent twenty (20) foot drainage and utility easement(s) are attached hereto and

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incorporated herein as Exhibits "2" and "3" respectively. Upon execution of this Agreement by the Parties, Cooper shall execute and shall use their best efforts to cause any other interested persons or entities having any interest in the property described herein any and all instruments necessary and required to convey and deliver fee simple merchantable and/or marketable title to the real property described in Exhibits "2" and "3" unto the City. Cooper and BankPlus shall be responsible to undertake any reasonable action to cure and/or remedy any defects in the title to the subject real property described herein so that fee simple merchantable and/or marketable title to the real property described in Exhibits "2" and "3" shall be conveyed unto the City.

2.

That upon the conveyance of fee simple title to the City at the execution of this Agreement, the City shall begin undertaking the engineering design of the Highland Parkway Rehabilitation Project ("Project") and shall advertise for bids upon completion of the design phase of said Project. It is agreed the design phase shall include the creation of engineering designs required to repair, rehabilitate and complete the construction of Highland Parkway, as a traffic roadway that will connect Highway 11 North with Highway 43 North located inside the corporate limits of the City as originally intended and designed by Cooper and BankPlus.

3.

The City, Cooper, and BankPlus agree the City shall be responsible for the repair, rehabilitation and completion of Highland Parkway so that same may be used as a traffic roadway to the traveling public. Completion of the Roadway Project will include all roadways, drainage and other items reflected in the design phase of the Project. It is

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anticipated that the Roadway Project will be completed by December 31, 2016, weather permitting.

4.

That upon the completion of the Roadway Project and upon the opening of Highland Parkway to the traveling public, the City will give written notice to BankPlus of the completion of the Project and BankPlus shall have 10 business days to remit, transfer and pay \$350,000.00 unto the City of Picayune as a contribution towards the Project. If the Project cost is less than the estimated \$806,000.00, each Stakeholder contributing to the project shall receive a pro rata reduction in it's contribution to the Project. In any event, BankPlus's contribution to the Project is expressly limited to \$350,000.00. As additional consideration for the Bank making the contribution to the project, the City expressly agrees to give it's permission for curb cuts as reasonably required for developmental use of the property. Cooper expressly agrees to the aforesaid payment. That it is understood that upon the receipt of such payment it is understood that Cooper and BankPlus, together with any other interested person(s) or entities shall be released from any obligation(s) and/or responsibility(ies) related to the construction, maintenance, repair and/or warranties of Highland Parkway.

5.

The failure of either Party to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

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6.

This Agreement, together with any attachments, if any, to this Agreement, shall constitute the entire agreement of the Parties. Any prior understanding, representation or negotiation of any kind preceding the date of this Agreement shall be deemed merged into this Agreement; and, that any prior understanding, representation or negotiation of any kind shall not be binding upon either Party except to the extent incorporated in this Agreement. This Agreement shall be deemed the full and final written understanding of the Parties in all respects.

7.

Any modification of this Agreement or additional obligation assumed by either Party in connection of this Agreement shall be binding only if evidence in a writing signed by each Party or by each Party's authorized representative.

8.

The provisions of this Agreement are for the benefit of the Parties hereto, and not for the benefit of any other person or legal entity.

9.

This Agreement shall not be assigned by BankPlus without the prior consent of the City. In the event of any assignment, the assignee shall assume the liability of BankPlus.

10.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If the Court finds that any provisions of this Agreement is invalid or unenforceable, but that by

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limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.

11.

All notices, demands or other writings permitted or required by the terms of this Agreement shall be deemed to have been fully given, made or sent when made in writing and deposited in the United States Mail, postage prepaid, and addressed to the Party at the address set forth in this Agreement or such other address provided to the other Party in writing.

12.

This Agreement shall be governed in all respects by the laws of the State of Mississippi, without respect to conflicts of law.

13.

The Parties acknowledge that this Agreement shall be deemed to have been executed in Picayune, Pearl River County, Mississippi, and that said Parties hereby consent to the exercise of general personal jurisdiction over the Parties by the County, Chancery and/or Circuit Courts of Pearl River County, Mississippi.

14.

Any and all actions on a controversy that arises under this Agreement shall be brought only in Pearl River County, Mississippi, which the Parties agree is a reasonably convenient place for trial of any action. The Parties agree that their consent in accordance with this Section is not obtained by fraud, misrepresentation, duress, the abuse of economic power, or other unconscionable conduct or means.

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IN WITNESS WHEREOF, the undersigned and duly authorized agents or representatives for the CITY OF PICAYUNE, A MISSISSIPPI MUNICIPALITY, COOPER COMPANY, A MISSISSIPPI CORPORATION, and BANKPLUS, A MISSISSIPPI BANKING CORPORATION, do hereby enter into, contract, covenant, warrant and agree on this, the 19th day of APRIL, A.D., 2016.

THE CITY OF PICAYUNE, A MISSISSIPPI MUNICIPALITY

BY:

Ed Pinero
ED PINERO, ITS MAYOR AND AUTHORIZED REPRESENTATIVE

ATTEST:

Amber Hinton
AMBER HINTON, CITY CLERK

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the 19 day of April, 2016, within my jurisdiction, the within named **ED PINERO** and **AMBER HINTON**, who acknowledged that they are the Mayor and City Clerk of the City of Picayune, a Mississippi Municipal Corporation, respectively, and that in said representative capacity they executed the above and foregoing Agreement, after first having been duly authorized so to do.

Leslie Leann Smith
NOTARY PUBLIC

My Commission Expires: November 7, 2017





BANKPLUS, A MISSISSIPPI BANKING CORPORATION

BY: William Thompson : ITS AUTHORIZED REPRESENTATIVE

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the 18th day of April, 2016, within my jurisdiction, the within named Sr. William Thompson, who acknowledged that he/she is the Sr. Executive Vice President and that in said representative capacity he/she executed the above and foregoing Agreement, after first having been duly authorized so to do.

Wendy K. Mehl
NOTARY PUBLIC

My Commission Expires:
10/14/18

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EXHIBIT "1"

Description of Parent Parcel(s) for
Highland Parkway Right of Way

(Provided by BankPlus on following pages)

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EXHIBIT "A" 1" WT

COOPER COMPANY:

A parcel of land situated in the Northeast ¼ and the Southeast ¼ of the Northwest ¼, the Northwest ¼, the Southwest ¼, the Northeast ¼ and the Southeast ¼ of the Southwest ¼ and the Southwest ¼ of the Southeast ¼, of Section 1 and the Northeast ¼ and Southeast ¼ of the Southeast ¼ of Section 2, all in Township 6 South, Range 17 West, Pearl River County, Mississippi and more particularly described as follows:

COMMENCING at a liter post found at the Southwest corner of said Section 1, said post also being the Southeast corner of said Section 2 and the intersection of Lots 93, 15 and 16, Woodland Heights Subdivision; thence along the established line common to said Sections 1 and 2, North 00 degrees 52 minutes 00 seconds East 339.65 feet to a ¼" iron pipe found lying on the North boundary line of said Woodland Heights Subdivision, said pipe also being the Point of Beginning; thence along said North boundary, North 89 degrees 40 minutes 45 seconds West 21.13 feet; thence North 00 degrees 41 minutes 22 seconds East 1010.60 feet to a ½" iron rod set; thence South 89 degrees 44 minutes 54 seconds East 301.43 feet to a ½" iron rod set; thence North 41 degrees 02 minutes 14 seconds East 188.97 feet to a ½" iron rod set, lying on the South margin of (proposed) Highland Parkway; thence along said South margin, along a curve to the right, having a radius of 690.00 feet, an arc length of 283.71 feet and a chord bearing distance of North 61 degrees 30 minutes 29 seconds West 281.71 feet to a ½" iron rod set; thence further along said South margin North 49 degrees 43 minutes 44 seconds West 524.83 feet to a ½" iron rod set; thence further along said South margin along a curve to the left, having a radius of 760.00 feet, an arc length of 167.15 feet and a chord bearing and Distance of North 56 degrees 01 minutes 46 seconds West 166.81 feet to a ½" iron rod set; thence South 40 degrees 14 minutes 42 seconds West 294.48 feet to a 3/8" iron rod found; thence North 19 degrees 23 minutes 19 seconds East 70.34 feet; thence North 71 degrees 14 minutes 51 seconds West 300.36 feet to a point lying on the East margin of U.S. Highway 11; thence along said East margin North 18 degrees 48 minutes 29 seconds East 43.97 feet to a concrete Right-of-Way monument found; thence further along said East margin North 18 degrees 19 minutes 23 seconds East 75.68 feet to a ¼" iron pipe found; thence North 17 degrees 26 minutes 22 seconds East 141.05 feet to a concrete Right-of-Way monument found; thence North 16 degrees 17 minutes 33 seconds East 2.61 feet to a ½" iron rod set on the North margin of said (proposed) Highland Parkway; thence along said North margin South 78 degrees 50 minutes 06 seconds East 219.38 feet; thence North 16 degrees 55 minutes 29 seconds East 135.99 feet; thence South 71 degrees 26 minutes 12 seconds East 80.37 feet; thence South 16 degrees 55 minutes 29 seconds West 50.97 feet; thence South 89 degrees 16 minutes 15 seconds East 2122.35 feet; thence North 01 degrees 03 minutes 52 seconds East 1638.03 feet to a point lying on the South boundary of Millbrook Country Club Golf Course; thence along said South boundary North 47 degrees 45 minutes 49 seconds East 2.92 feet to a 5/8" iron pipe found; thence along said South boundary North 68 degrees 57 minutes 41 seconds East 107.82 feet to a 5/8" iron pipe found; thence further along said South boundary North 66 degrees 30 minutes 24 seconds East 103.93 feet to a ¼" iron rod set; thence further along said South boundary North 30 degrees 37 minutes 40 seconds East 112.90 feet to a ¼" iron rod set; thence further along said South boundary North 54 degrees 05 minutes 44 seconds East 44.19 feet to a ½" iron rod set; thence further along said South boundary North 26 degrees 03 minutes 02 seconds East 188.29 feet to a ½" iron rod set; thence further along said South boundary North 35 degrees 21 minutes 36 seconds East 224.52 feet to a ½" iron rod set; thence further along said South boundary North 32 degrees 57 minutes 24 seconds East 264.11 feet to a ½" iron rod set; thence further along said South boundary North 44 degrees 15 minutes 13 seconds East 18.74 feet to a ½" iron rod set; thence further along said South boundary South 00 degrees 54 minutes 16 seconds West 34.02 feet to a ¼" iron rod set; thence further along said South boundary North 38 degrees 27 minutes 52 seconds East 506.36 feet to a ½" iron rod set; thence along said South boundary South 89 degrees 05 minutes 44 seconds East 21.50 feet to a 2" iron pipe found lying on the established East line of the Northeast ¼ of the Northwest ¼ of said Section 1, said pipe also being the Northwest corner of Millbrook Estates Inc., Unit 1; thence along the west boundary of said Millbrook Estates, Inc., Unit 1 and the said established East line South 01 degrees 05 minutes 52 seconds West 281.18 feet to a ¼" iron pipe found; thence further along said

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West boundary and said established East line South 01 degrees 13 minutes 21 seconds West 239.70 feet to a 1.5" iron pipe found; thence further along said West boundary and said established East line South 00 degrees 57 minutes 33 seconds West 160.24 feet to a 5/8" iron pipe found; thence further along said West boundary and said established East line South 01 degrees 12 minutes 41 seconds West 136.76 feet to a 5/8" iron pipe found; thence further along said West boundary and said established East line South 01 degrees 04 minutes 26 seconds West 261.03 feet to a 1.25" iron pipe found at the corner common to the Northwest corner of the Northeast 1/4 and the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 1; thence along the established East line of the Southeast 1/4 of the Northwest 1/4 of said Section 1; South 00 degrees 19 minutes 55 seconds West 400.10 feet to a 5/8" iron pipe found; thence further along said established East line South 00 degrees 51 minutes 10 seconds West 110.45 feet to a 1/2" iron rod found; thence further along said established East line South 00 degrees 18 minutes 52 seconds West 29.81 feet to a 1/2" iron rod found; thence further along said established East line South 00 degrees 23 minutes 25 seconds West 321.74 feet to a 1/2" iron rod found; thence South 89 degrees 22 minutes 28 seconds East 206.10 feet to a point lying on the West margin of the Woods Road; thence along said West margin, along a curve to the left, having a radius of 163.58 feet, an arc length of 50.99 feet and a chord bearing and distance of South 10 degrees 45 minutes 48 seconds West 50.78 feet to a 5/8" iron rod found; thence North 89 degrees 20 minutes 12 seconds West 196.91 feet to a 5/8" iron pipe found, lying at the said established East line of the Southeast 1/4 of the Northwest 1/4 of said Section 1; thence along said established East line South 00 degrees 43 minutes 00 seconds West 109.72 feet to a 1/2" iron rod found; thence further along said established East line South 00 degrees 36 minutes 45 seconds West 130.40 feet to a 5/8" iron pipe found; thence further along said established East line South 00 degrees 41 minutes 54 seconds West 119.34 feet to a 5/8" iron pipe found; thence further along said established East line of the Southeast 1/4 of the Northwest 1/4 and then along the established East line of the Northeast 1/4 of the Southwest 1/4 of said Section 1 South 00 degrees 47 minutes 09 seconds West 120.14 feet to a 5/8" iron pipe found; thence along the said established East line of the Northeast 1/4 of the Southwest 1/4 of said Section 1 South 00 degrees 44 minutes 26 seconds West 120.20 feet to a 5/8" iron pipe found; thence South 00 degrees 41 minutes 32 seconds West 164.90 feet to a 5/8" iron pipe found; thence North 89 degrees 07 minutes 37 seconds West 21.25 feet to a 1/2" iron rod found; thence South 26 degrees 50 minutes 27 seconds West 137.59 feet to a 1/2" iron rod found; thence South 09 degrees 06 minutes 08 seconds West 164.02 feet to a 1/2" iron rod found; thence North 70 degrees 16 minutes 32 seconds East 70.55 feet to a 1/2" iron rod found; thence along a curve to the right having a radius of 120.00 feet, an arc length of 43.42 feet and a chord bearing and distance of North 80 degrees 41 minutes 27 seconds East 43.18 feet to a 1/2 inch iron rod found, lying at the established East line of the Northeast 1/4 of the Southwest 1/4 of said Section 1; thence along said established East line South 00 degrees 31 minutes 24 second West 264.07 feet; thence South 89 degrees 58 minutes 00 seconds West 312.50 feet; thence South 01 degrees 22 minutes 05 seconds West 92.09 feet to a 1/2" iron pipe found; thence South 01 degrees 09 minutes 14 seconds West 596.39 feet to a 5/8" iron pipe found; thence South 50 degrees 34 minutes 58 seconds East 503.89 feet to a 5/8" iron pipe found; thence North 43 degrees 38 minutes 00 seconds East 174.94 feet to a 1/2" iron rod found; thence South 50 degrees 44 minutes 39 seconds East 423.52 feet to a 1/2" iron rod found; thence South 00 degrees 09 minutes 30 seconds West 178.16 feet to a 1/2" iron rod found; thence South 24 degrees 31 minutes 33 second West 28.98 feet to a 1/2" iron rod set, lying on the established centerline of a 50' wide Mississippi Power Company Easement; thence along said established centerline of a 50' wide Mississippi Power Company Easement, South 89 degrees 47 minutes 32 seconds East 555.69 feet to a 1/2" iron rod set; thence South 00 degrees 32 minutes 21 seconds West 455.37 feet to a 1" iron pipe found, lying on the South line of said Section 1; thence along said South line North 89 degrees 06 minutes 08 seconds West 555.69 feet to a 1/2" iron rod set; thence further along said South line of Section 1 North 89 degrees 05 minutes 40 seconds West 516.17 feet to a 5/8" iron rod found at the Southeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 1, said rod also being the Southeast corner of Woodland Heights Subdivision, Part 2; thence along the established East line of said Southeast 1/4 of the Southwest 1/4 and the said East line of Woodland Heights Subdivision, Part 2, North 00 degrees 32 minutes 21 seconds East 560.00 feet to a 1/2" iron rod set at the Northeast corner of said Woodland Heights Subdivision, Part 2; thence along the North line of said Woodland Heights Subdivision, Part 2, North 89 degrees 06 minutes 38 seconds West 191.10 feet to a 1/2" iron rod set; thence further along

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REGULAR MEETING APRIL 19, 2016

said North line North 65 degrees 39 minutes 52 seconds West 138.91 feet to a 1.25" iron pipe found; thence further along said North line North 51 degrees 59 minutes 21 seconds West 482.08 feet to a 5/8" iron pipe found; thence further along said North line South 72 degrees 54 minutes 19 seconds West 300.34 feet to a 5/8" iron pipe found; thence further along said North line North 87 degrees 58 minutes 38 seconds West 270.67 feet to a 5/8" iron pipe found; thence further along said North line North 88 degrees 06 minutes 42 seconds West 94.91 feet to a 5/8" iron pipe found; thence further along said North line North 87 degrees 25 minutes 42 seconds West 76.51 feet to a 1.5" iron pipe found at the Northwest corner of said Woodland Heights Subdivision, Part 2, said point also lying on the North line of Woodland Heights Subdivision, Part 3; thence along said North line of Woodland Heights Subdivision, Part 3, North 28 degrees 12 minutes 51 seconds West 292.42 feet to a 1.25" iron pipe found; thence further along said North line North 76 degrees 40 minutes 08 seconds West 506.76 feet to a 3/2" iron pipe found at the Northwest corner of said Woodland Heights Subdivision, Part 3; thence North 76 degrees 51 minutes 05 seconds West 340.85 feet to a 1.5" iron pipe found; thence North 74 degrees 27 minutes 44 seconds West 277.92 feet to a 1" iron pipe found at the corner common to the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 1 and the Southeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 2; thence along the line common to said Section 1 and 2, South 00 degrees 41 minutes 22 seconds West 989.62 feet to the Point of Beginning. Containing 142.99 acres, more or less. Reference meridian for bearings based on grid North by GPS observation.

LESS AND EXCEPT:

The following description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (2007) grid values, U.S. Survey Feet, using a combined factor of 1.00003002224 and a convergence angle of -00 degrees 25 minutes 32 seconds as developed by the Mississippi Department of Transportation for Project No. 102246/204000. It is the intent of this description to convey that portion of the Grantor's property lying within the new Right-of-Way as defined by said project:

COMMENCING at a found 1 1/2" iron pipe and bedrail marking the apparent Northeast corner of Section 2, Township 6 South, Range 17 West, Pearl River County, Mississippi, said point being N= 386943.73 and E= 722852.07 on above reference coordinate system; thence from the Point of Commencing, run South 22 degrees 47 minutes 55 seconds West for a distance of 900.63 feet to a point on the proposed Easterly Right-of-Way line of US Highway 11, that is 60 feet right of, as measured perpendicular to the survey centerline at Station 368+00, on the above referenced project and the Point of Beginning; thence from the Point of Beginning, run along said proposed Easterly Right-of-Way line, South 11 degrees 18 minutes 16 seconds West for a distance of 212.90 feet to the South line of Grantor's property; thence along said South property line, South 90 degrees 00 minutes 00 seconds West for a distance of 10.20 feet to the present Easterly Right-of-Way line of US Highway 11; thence run along said present Easterly Right-of-Way line, North 11 degrees 18 minutes 16 seconds East for a distance of 265.36 feet to the Northerly line of Grantor's property; thence run along said Northerly property line, South 65 degrees 00 minutes 12 seconds East for a distance of 123.51 feet to said proposed Easterly Right-of-Way line; thence run along said proposed Easterly Right-of-Way line, South 11 degrees 18 minutes 16 seconds West for a distance of 21.22 feet to a point that is 170 feet right of, as measured perpendicular to the survey centerline at Station 368+00; thence continue along said proposed Easterly Right-of-Way line, North 78 degrees 41 minutes 44 seconds West for a distance of 110.00 feet to the Point of Beginning. The parcel described above contains 6440 square feet, (0.15) acres, more or less, and being situated in the Northeast 1/4 of the Northeast 1/4, Section 2, Township 6 South, Range 17 West in Pearl River County, Mississippi.

ALSO LESS AND EXCEPT:

COMMENCING at a found 1/2" iron pipe marking the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 2, Township 6 South, Range 17 West, Pearl River County, Mississippi, said point being N= 385622.75 and E= 721513.90 on above referenced coordinate system; thence from the Point of Commencing run South 11 degrees 25 minutes

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30 seconds East for a distance of 2102.32 feet to a point of the present Easterly Right-of-Way line of US Highway 11, that is 75 feet right of as measured perpendicular to the survey centerline at Station 341+91.84, on the above referenced project and the Point of Beginning; thence from the Point of Beginning, run along said present Easterly Right-of-Way line the following bearings and distances; North 18 degrees 30 minutes 56 seconds East for a distance of 111.54 feet; Northeasterly along the arc of a curve to the left having a radius of 7714.09 feet, an arc distance of 198.55 feet, said arc having a chord bearing of North 17 degrees 51 minutes 25 seconds East for a distance of 198.55 feet; North 72 degrees 52 minutes 50 seconds West for a distance of 25.00 feet; Northeasterly along the arc of a curve to the left having a radius of 7689.09 feet, an arc distance of 2.46 feet, said arc having a chord bearing of North 17 degrees 06 minutes 37 seconds East for a distance of 2.46 feet to the North line of grantor's property; thence run along said North property line, South 78 degrees 53 minutes 13 seconds East for a distance of 139.51 feet to a point on the proposed Northeasterly Right-of-Way line turnout, that is hereby designated as Point "I" for future reference, and is 48.82 feet left of, as measured perpendicular to the turnout centerline of Station 11+95.22; thence run South 04 degrees 48 minutes 58 seconds East for a distance of 171.47 feet to a point on the proposed Southeasterly Right-of-Way line turnout, that is hereby designated as Point "G" for future reference, and is 116.15 feet right of, as measured perpendicular to the turnout centerline at Station 12+42; thence run along said proposed Southeasterly Right-of-Way line turnout, North 71 degrees 40 minutes 42 seconds West for a distance of 61.57 feet to a point that is 108.32 feet right of, as measured perpendicular to the turnout centerline at Station 11+80.93; thence run along said proposed Southeasterly Right-of-Way line turnout, South 52 degrees 49 minutes 10 seconds West for a distance of 208.50 feet to a point on said present Easterly Right-of-Way line; thence run along said present Easterly Right-of-Way line, South 18 degrees 35 minutes 39 seconds West for a distance of 18.20 feet to a point that is hereby designated as Point "F" for future reference and a North line of Grantor's property previously owned by Carle Cooper; thence run along said present Easterly Right-of-Way line, North 18 degrees 35 minutes 39 seconds East for a distance of 18.20 feet to the Point of Beginning. The parcel described above contains 32,425 square feet, (0.74) acres, more or less, and being situated in the Northeast ¼ of the Southeast ¼, Section 2, Township 6 South, Range 17 West, in Pearl River County, Mississippi. Together with any and all abutters rights of access, if any, in, to, over, on, and across the above described parcel of land between Point "A" and Point "G", except that such remaining property shall have access between Point "I" and Point "G" as designated above.

COOPER COMPANY

 BY: ANDREW C. COOPER,
 President

INDEXING INSTRUCTIONS: NE ¼ and the SE ¼ of the NW ¼, the NW ¼, the SW ¼, the NE ¼ and the SE ¼ of the SW ¼ and the SW ¼ of the SE ¼, of Section 1 and the NE ¼ and SE ¼ of the SE ¼ of Section 2, all in Township 6 South, Range 17 West, Pearl River County, Mississippi

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EXHIBIT "2"

Description of Highland Parkway Right of Way

A Ninety Foot wide strip of land along the existing Highland Parkway, with the northern bounds being 49 feet north of the centerline of the alignment and the southern bounds being 41 feet south of the centerline of the alignment. The strip of land runs from the Highway 11 right of way to the northern end of Highland Parkway which was constructed by Pearl River County.

A survey containing a meets and bounds description of said right of way will be provided by the City of Picayune prior to the transfer of said right of way.

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EXHIBIT "3"

Description of Highland Parkway Drainage and Utility Easements

A Twenty Foot wide strip of land along and adjacent to the northern and southern bounds of the Highland Parkway Right of Way, as described in Exhibit "B".

A survey containing a meets and bounds description of said easements will be provided by the City of Picayune prior to the transfer of easements.

Acceptance of said easements by the City of Picayune in no way obligates the City of Picayune to provide any utility extensions or drainage improvements within said easements, other than those mandated by law.

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The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF PICAYUNE AND THE PEARL RIVER COUNTY BOARD OF SUPERVISORS FOR THE RECONSTRUCTION OF HIGHLAND PARKWAY

Motion was made by Council member Valente, seconded by Council Member Gouguet to approve Memorandum of Understanding between the City of Picayune and the Pearl River County Board of Supervisors for the reconstruction of Highland Parkway and authorize Mayor to sign the same.

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made and entered into this, the 19th day of APRIL, 2016, by and between the **City of Picayune, A Mississippi Municipality** ("City") and **Pearl River County, Mississippi, A Political Subdivision of the State of Mississippi** ("County") by and through their duly authorized representatives and/or authorized agents for both the City and County as follows, to-wit:

RECITALS:

1. WHEREAS, the City is a Mississippi Municipality operating as a political subdivision of the State of Mississippi.
2. WHEREAS, the County is operating as a political subdivision of the State of Mississippi.
3. WHEREAS, it is desired between the City and the County to repair, rehabilitate and complete the construction of Highland Parkway, a major traffic roadway that is in a state of construction that will connect Highway 11 North with Highway 43 North located inside the corporate limits of the City.
4. WHEREAS, it is agreed that in its present condition, Highland Parkway does not meet the standards of the City that are required as a condition precedent to the City accepting said Highland Parkway as a dedicated street owned by the City of Picayune.

5. WHEREAS, it desired by the City and the Count that it is of the utmost importance of getting Highland Parkway repaired; dedicated to the City; and, open to the public for use and travel.
6. WHEREAS, the City and County have come to an agreement with regards as to funding of the repair, rehabilitation and opening of Highland Parkway to the public.
7. WHEREAS, the City and County have reached an agreement as to the amounts and sources of funds relative to the contribution by the City and County towards the repair and rehabilitation of Highland Parkway.
8. WHEREAS, the City and the County have reached an agreement relative reimbursement for such contributions made by the City and the County towards the repair and rehabilitation of Highland Parkway.

AGREEMENT

NOW THEREFORE, upon the exchange of such valuable considerations between the Parties, the sufficiency of which is hereby acknowledged in all respects, it is agreed and contracted between the Parties as follows, to-wit:

1. The City will obtain the necessary right of way(s) and/or easement(s) to rehabilitate and complete the Highland Parkway.
2. The City will secure the design specifications; advertise and put out for bids a project to rehabilitate and complete Highland Parkway with an approximate project cost of \$550,000.00.
3. The County will utilize approximately \$256,000.00 from the current DECD-055(28)BO Project (Richardson-Ozona Road Realignment Project) to provide additional paving, signing and striping on Highland Parkway. The Parties agree this

REGULAR MEETING APRIL 19, 2016

work will be completed by the County's contractor following the completion of the City's rehabilitation project on Highland Parkway.

4. The City agrees to pledge one hundred percent (100%) the City's increased ad valorem tax revenue on the new Convarest Development on Cooper Road (Tax PPIN 029611 and Tax PPIN 048606) to retire the approximately \$100,000.00 in debt in relation to the Highland Parkway rehabilitation project.
5. The County agrees to pledge fifty percent (50%) of the County's increased ad valorem tax revenue on the new Convarest Development on Cooper Road (Tax PPIN 029611 and Tax PPIN 048606) to retire the approximately \$100,000.00 in debt in relation to the Highland Parkway rehabilitation project. These amounts shall be paid to the City on a yearly basis until the debt is retired.
6. In the event a Tax Increment Financing Bond is issued in the Highland Parkway TIF District, then, in that event, the City shall refund to the County any payments made by the County towards the approximate \$100,000.00 debt in relation to the Highland Parkway rehabilitation/reconstruction project.

IN WITNESS WHEREOF, the undersigned and duly authorized agents or representatives for the **CITY OF PICAYUNE, A MISSISSIPPI MUNICIPALITY**, and **PEARL RIVER COUNTY, MISSISSIPPI, A POLITICAL SUBDIVISION OF THE STATE**

19th

MUNICIPALITY

ED PIN

[Handwritten signature]

[Handwritten signature]

BER

SSISS

[Handwritten signature]

Melinda S. Brown
Chancery



STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the 19 day of April, 2016, within my jurisdiction, the within named **ED PINERO** and **AMBER HINTON**, who acknowledged that they are the Mayor and City Clerk of the City of Picayune, a Mississippi Municipal Corporation, respectively, and that in said representative capacity they executed the above and foregoing Memorandum of Understanding, after first having been duly authorized so to do.


My Commission Expires:
November 7, 2017

Leslie Leann Smith
NOTARY PUBLIC

Motion was made by Council Member Breland, seconded by Council Member Valente to approve Resolution of Intent to Seek Reimbursement for any and all expenses made towards the Highland Parkway Reconstruction Project and authorize Mayor to sign the same.

RESOLUTION SETTING FORTH THE OFFICIAL INTENT OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PICAYUNE, MISSISSIPPI (THE "CITY"), TO REIMBURSE SAID CITY FOR CERTAIN EXPENDITURES TO BE MADE FOR THE PROJECT TO BE CONSTRUCTED WITH THE PROCEEDS OF THE CITY'S PROPOSED TAXABLE FINANCING TO BE ISSUED IN ONE OR MORE SERIES IN AN AMOUNT NOT TO EXCEED SIX MILLION FIVE HUNDRED THOUSAND DOLLARS (\$6,500,000) (THE "PROPOSED TAXABLE DEBT"), SAID EXPENDITURES BEING MADE PRIOR TO THE ISSUANCE OF SAID PROPOSED TAXABLE DEBT.

WHEREAS, the Mayor and City Council (the "Governing Body") of the City of Picayune, Mississippi, acting for and on behalf of the City of Picayune, Mississippi (the "City"), proposed to issue taxable debt in one or more series in an amount not to exceed Six Million Five Hundred Thousand Dollars (\$6,500,000) (the "Proposed Taxable Debt") of the City of Picayune, Mississippi pursuant to subsequent action of the Governing Body of the City, a portion of the proceeds of which are to be used to provide fund for the constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor (the "Project");

WHEREAS, the City has incurred and/or will incur certain expenditures prior to the issuance of the Proposed Taxable Debt for the Project (the "Expenditures");

WHEREAS, it is necessary that the Governing Body on behalf of the City declare its official intent (the "Official Intent") to reimburse said City for these certain Expenditures;

WHEREAS, the Governing Body reasonably expects to reimburse the Expenditures with the proceeds of the Proposed Taxable Debt;

WHEREAS, the Governing Body certifies that those expenditures to be reimbursed are only those Expenditures incurred in the construction of the Project; and

WHEREAS, the maximum principal amount of proceeds of the Proposed Taxable Debt to be used for reimbursement of the Expenditures is Six Hundred Thousand Dollars (\$600,000).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

SECTION 1. The Governing Body intends to issue the Proposed Taxable Debt.

SECTION 2. The Governing Body declares its Official Intent to reimburse the City for certain Expenditures incurred by the City, prior to the issuance of the Proposed Taxable Debt, in the construction of the Project.

SECTION 3. The Governing Body reasonably expects to reimburse itself from the proceeds received from the issuance of the Proposed Taxable Debt.

SECTION 4. The Governing Body declares that those expenditures to be reimbursed are only those expenditures incurred in the construction of the Project.

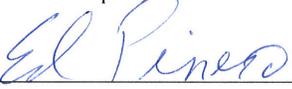
SECTION 5. The Governing Body certifies that the maximum principal amount of proceeds of the Proposed Taxable Debt to be used for reimbursement of Expenditures is Six Hundred Thousand Dollars (\$600,000).

SECTION 6. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this resolution shall become effective upon the adoption hereof.

Following the reading of the foregoing resolution, Council Member BRELAND moved and Council Member VALENTE seconded the motion for its adoption. The question being put to a roll call vote, and the result was as follows:

Mayor Ed Pinero	Voted: <u>YAY</u>
Council Member Tammy Valente	Voted: <u>YAY</u>
Council Member Lynn Bogan Bumpers	Voted: <u>YAY</u>
Council Member Jan Stevens	Voted: <u>YAY</u>
Council Member Larry Breland	Voted: <u>YAY</u>
Council Member Wayne Gouquet	Voted: <u>YAY</u>

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 19th day of April, 2016.



Mayor

ATTEST:



City Clerk

(SEAL)

30801364v2

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouquet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE DESIGN PHASE, CONSTRUCTION PHASE ENGINEERING, AND MATERIAL TESTING CONTRACT FOR THE HIGHLAND PARKWAY RECONSTRUCTION PROJECT

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve the Design Phase, Construction Phase Engineering and Material Testing Contract with Dungan Engineering for the Highland Parkway Reconstruction Project and authorize Mayor to sign the same.



April 14, 2016

Mayor Ed Pinero, Jr.
City of Picayune
203 Goodyear Boulevard
Picayune, Mississippi 39466

RE: City of Picayune
Highland Parkway Reconstruction Project
Engineering Services Agreement

Dear Mayor Pinero:

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

I. Design Phase

Dungan Engineering, PA shall provide all engineering and surveying necessary for the development of the construction drawings, details, and specifications for the Highland Parkway Reconstruction Project. The construction plans shall address all items as indicated in the "Highland Parkway Existing Subgrade Soil Geotechnical Investigation Report" by Dungan Engineering, PA dated January 12, 2016. Dungan Engineering, PA shall prepare and furnish to the City cost estimates of all work included in the completed drawings, specifications, and contract documents.

The purpose of this project is to reconstruct the failed section of Highland Parkway from approximately the western access road to Forest General Hospital to the end of CDBG Project No. R-103-055-01-KED. This section of roadway is approximately 2,350 linear feet. The proposed project will rehabilitate the roadbed in order to provide a suitable structure number. In addition, the project will address headwalls for drainage pipes, drainage inlet repairs, concrete curb and gutter repairs, removal of debris within the right-of-way, and linear grading required to complete the roadway typical section.

II. Construction Phase

Dungan Engineering, P.A. will solicit bids and administer the construction contract for the various elements of work. Dungan Engineering, P.A. will provide construction observation during all phases of the construction contract. These construction observations will be necessary to insure quality of work and to maintain detailed records of the quantities of materials used by the Contractor.

Dungan Engineering, PA shall act in a general advisory and consulting capacity to the City throughout the construction period and shall:

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Make periodic visits to the site of the work to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.

Make or assist the City in making all reports required by any State or Federal Agency relating to the project.

Be available to the Contractor and the City for interpretation of drawings, specifications, and contract documents and prepare construction change orders as they are required for the proper execution of the work.

Review shop drawings, diagrams, illustrations, catalog data, samples, the results of tests and inspections, and other compliance with the information given in the contract documents.

Based on his review of the Contractor's applications for payment and supporting data, determine the amounts owing to the Contractor and approve in writing payment to the Contractor in such amounts.

Conduct, in company with the City, a final inspection of the Project for compliance with the information given in the contract documents, and approve in writing final payment to the Contractor.

Dungan Engineering, PA shall not be responsible for the methods and means employed by the Contractor in the performance of the construction work. Further, Dungan Engineering, PA shall not be responsible for the safety of the workmen and others who might be injured during the course of construction work by the Contractor, or for property which may be damaged; his obligation under this section of the Contract being limited to the making of periodic observations and reports to the City concerning the compliance of the completed construction work with the contract documents.

III. Material Testing

Dungan Engineering, PA shall provide certified materials testing technicians that will develop and implement a QA/QC program to insure that materials and workmanship the Contractor provides meets the specifications as outlined the Contract Documents.

Dungan Engineering, PA shall be responsible for all field sampling and job control acceptance testing. Material testing may be accomplished by using Dungan Engineering, PA's own forces and equipment or by subcontracting the work to an outside laboratory. Whether the Dungan Engineering, Pa provides its own laboratory or subcontracts the work to a Sub-Consultant for field sampling and job control acceptance testing, the laboratory shall meet the approval of the STATE AID or MDOT.

IV. Additional Services

When authorized in writing by the City, Dungan Engineering, PA shall furnish or obtain from others additional services not otherwise specifically provided for in ITEM ONE, TWO or THREE. These services shall include but not be limited to the following:

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Obtain environmental clearances including section 404 permit and environmental clearing house agencies.

Design or rehabilitation plans for existing retaining walls installed along Highland Parkway. Design of sidewalks and street lighting shall be consider as additional services. The design of this project does not address the hydrology/hydraulics of the existing drainage system.

Prepare changes in design or perform other services resulting from substantial changes being made in the general scope of the project.

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

Provide additional or extended services during construction caused by fire, storm, work stoppages, or other prolongation of the contract time, acceleration of work schedule beyond Dungan Engineering's established office working hours, or the Contractor's default due to delinquency or insolvency.

Prepare for and give testimony as an expert witness or make any other appearance on behalf of the City before governmental, quasi-governmental, or civic bodies in connection with proceedings involving the project.

V. Professional Fees

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

▪ Design Phase (4.8%) –	\$22,938.72
▪ Construction Phase (7.2%) -	\$34,408.08
▪ Materials Testing (3%) -	<u>\$14,336.70</u>
▪ Total	\$71,683.50

The fees above are based on Dungan Engineering, PA's Preliminary Construction Estimate for the scope of work, less work to be complete by others and under other projects. (\$555,850.00).

VI. General Considerations

Dungan Engineering, PA's estimate of the construction cost is the opinion of the ENGINEER of the probable construction cost on the date of the estimate and is supplied as a guide only. Since the Dungan Engineering, PA has no control over the cost of labor and materials or over competitive bidding and market conditions, Dungan Engineering, PA does not guarantee the accuracy of such opinion as compared to Contractor bids or actual cost to the City.

Dungan Engineering, PA will prepare the drawings and specifications in accordance with generally accepted engineering practices and makes no warranty, either expressed or implied, as part of this Agreement.

Dungan Engineering, PA does not guarantee the performance or safety of materials and equipment provided by any construction Contractors, which materials and equipment may include

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but not necessarily be limited to pipe, valves, fittings, traps, conduit, wiring, steel, wire, nails, lumber, cement, aggregate, bricks, files, pumps, motors, compressors, electrical apparatus of all types, all metal pressure and storage vessels furnished and erected in place as required to provide a complete, functional unit and all other materials and equipment as are required to provide a complete, safe, and functional facility.

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this Agreement should be terminated by the City, then Dungan Engineering, PA shall be paid their compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this Agreement, such party will remain liable to the other for all damages incurred as a result of breach of this Agreement.

This Agreement may be terminated by either party upon seven days' written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

Plans and specifications shall be the property of the City, whether the project for which they are made is executed or not. The City shall be permitted to retain copies, including reproducible copies of plans and specifications for information and reference in connection with the City's use and occupancy. The plans and specifications may be used by the City on other projects, for additions to this project, or for completion of this

project by others upon payment by the City of appropriate compensation to Dungan Engineering, PA for items of services as provided in ITEM ONE, TWO, & THREE.

If the project is suspended for more than six months or abandoned in whole or in part Dungan Engineering, PA shall be paid his compensation for services performed prior to receipt of written notice from the City of such suspension or abandonment, together with reimbursable expenses then due, as described in ITEM 5, PROFESSIONAL FEES.

Dungan Engineering, PA shall keep and maintain books, records, and other documents relating directly to the receipt and disbursement of grant funds; and any duly authorized representative of the Governor's Office of Federal-State Programs, Department of Community Development, the U.S. Department of Housing and Urban Development (HUD) and/or the Controller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the engineer until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

Dungan Engineering, PA agrees that any duly authorized representative of the Governor's Office of Federal-State Programs, Department of Community Development the U.S. Department of Housing and Urban Development (HUD) and/or the Controller General of the United States shall, at all reasonable times, have access to any portion of the Project in which Dungan Engineering, PA is involved until the completion of all close-out procedures respecting this grant.

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

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'BW', written over a horizontal line.

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

Accepted By A handwritten signature in blue ink, written over a horizontal line.
City of Picayune

Enclosures

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**Preliminary Construction Estimate
Highland Parkway Repairs
City of Picayune, MS**

Description	Plan	Unit	Amount	Cost
Mobilization	1	LS	\$50,000.00	\$50,000.00
Portland Cement (6% by Weight)	500	Ton	\$130.00	\$65,000.00
Cement Treated Base	15,750	Sq. Yd.	\$2.50	\$39,375.00
Curing Seal	5,000	Gal	\$3.00	\$15,000.00
Blotter Material	420	Cu. Yd.	\$12.00	\$5,040.00
Removal of Material after Mixing (3.5")	1,550	Cu. Yd.	\$10.00	\$15,500.00
*Hot Bituminous Pavement (ST, 9.5 mm)	2,160	Ton	\$84.00	\$181,440.00
Reinforced Concrete Drainage Pipes	48	LF	\$45.00	\$2,160.00
Reinforced Concrete Flared End Sections	3	Each	\$500.00	\$1,500.00
RipRap (200 lb)	250	Ton	\$100.00	\$25,000.00
Concrete Curb & Gutter	500	LF	\$20.00	\$10,000.00
Concrete for Headwalls	50	Cu. Yd.	\$600.00	\$30,000.00
Inlet & Curb Concrete Patching	1	LS	\$2,500.00	\$2,500.00
Removal of Silt from Drainage Pipes	1	LS	\$5,000.00	\$5,000.00
Topsoil for Median	500	Cu. Yd.	\$12.00	\$6,000.00
Shoulder Grading & Minor Earthwork	4,700	LF	\$1.25	\$5,875.00
Seeding, Fertilizing, & Mulching	5	Acres	\$3,200.00	\$16,000.00
Removal of Debris & Trash within ROW	1	LS	\$2,500.00	\$2,500.00
**Total Estimated Construction Cost without Sidewalks, Street Lights, Striping & Signage, and Final Lift of Asphalt				\$477,890.00
Design Phase Engineering (4.8 %)				\$22,938.72
Construction Phase Engineering (7.2 %)				\$34,408.08
Materials Testing (3%)				\$14,336.70
Total Engineering Services				\$71,683.50
Total Estimated Project Cost				\$549,573.50

*Final lift of of HMA is not included in the quantities shown. The final lift is anticipated to be constructed using funding from the County's MDA grant.
 **Street Lights and Sidewalks are not included in the estimated construction cost. These cost are anticipated to be constructed using LPA grant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO APPLY FOR THE FY2016 BULLETPROOF VEST PARTNERHIP PROGRAM

Motion was made by Council Member Breland, seconded by Council Member Valente to approve request to apply for the FY2016 Bulletproof Vest Partnership Program and authorize Mayor to sign all related documents.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME COUNCIL MEMBER BRELAND CLARIFIED MOTIONS MADE FOR SCHOOL BOARD APPOINTMENTS OF EDWARD STUBBS, FRANK FORD AND LORI BLACKMER

MOTION TO ADJOURN

Motion was made by Council Member Breland, seconded by Council Member Stevens to adjourn.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk