

**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, May 3, 2016, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Larry Breland and Wayne Gouguet and City Manager Jim Luke and City Clerk Amber Hinton. Council Members Lynn Bumpers and Jan Stevens were absent.

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

Opening prayer was given by Bro. Dale Claybough, followed by the Pledge of Allegiance led by Mayor Ed Pinero.

**ORDER TO APPROVE MINUTES**

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve the Minutes for the City of Picayune dated April 19, 2016

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bumpers and Stevens

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT**

Motion was made by Council Member Valente, seconded by Council Member Gouguet to acknowledge receipt of monthly budget report for the month of April 2016.

AF Statement of Activity - MTD and YTD with Budget  
 City of Picayune  
 For 4/28/2016

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Revenues</b>						
351-000-341.01-000-000 RENT/HANGARS	92,700	1,550	76,300	54,075	22,225	82
351-000-341.02-000-000 GROUND LEASES	12,480	0	7,800	7,280	520	63
351-000-374.00-000-000 FUEL SALES	4,000	241	1,862	2,333	(471)	47
<b>Total Revenues</b>	<b>109,180</b>	<b>1,791</b>	<b>85,962</b>	<b>63,688</b>	<b>22,274</b>	<b>79</b>
<b>Expenditures</b>						
<b>Airport Expenses</b>						
PERSONNEL	56,595	4,302	32,336	33,013	677	57
SUPPLIES	6,300	0	2,882	3,675	793	46
OUTSIDE SERVICES	46,285	1,503	31,468	26,999	(4,469)	68
Total Airport Expenses	109,180	5,805	66,686	63,687	(2,999)	61
<b>Total Expenditures</b>	<b>109,180</b>	<b>5,805</b>	<b>66,686</b>	<b>63,687</b>	<b>(2,999)</b>	<b>61</b>
Excess Revenue Over (Under) Expenditures	0	(4,014)	19,276	1	25,273	0

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CF Statement of Activity - MTD and YTD with Budget  
 City of Picayune  
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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Revenues</b>						
406-000-211.00-000-000 RECORDING FEES	0	84	224	0	224	0
406-000-340.00-000-000 INTEREST INCOME	200	0	232	117	115	116
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	78,652	6,554	45,076	45,880	(804)	57
406-000-392.00-000-000 SALE OF LOTS	20,000	2,730	15,374	11,667	3,707	77
<b>Total Revenues</b>	<b>98,852</b>	<b>9,368</b>	<b>60,906</b>	<b>57,664</b>	<b>3,242</b>	<b>62</b>
<b>Expenditures</b>						
<b>Cemetery Expenses</b>						
PERSONNEL	88,342	5,988	47,624	51,533	3,909	54
SUPPLIES	8,409	180	6,114	4,906	(1,208)	73
OUTSIDE SERVICES	6,100	3,343	4,609	5,226	617	76
CAPITAL OUTLAY	5,000	0	0	2,917	2,917	0
Total Cemetery Expenses	107,851	9,511	58,347	64,582	6,235	54
<b>Total Expenditures</b>	<b>107,851</b>	<b>9,511</b>	<b>58,347</b>	<b>64,582</b>	<b>6,235</b>	<b>54</b>
Excess Revenue Over (Under) Expenditures	(8,999)	(143)	2,559	(6,918)	(2,993)	28

**ED Statement of Activity - MTD and YTD with Budget  
City of Picayune  
For 4/28/2016**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Revenues</b>						
110-043-340.00-000-000 INTEREST INCOME	250	0	733	146	587	293
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	1,294	9,153	0	9,153	0
110-043-341.00-000-000 RENT	67,875	0	0	39,594	(39,594)	0
110-350-400.63-000-000 MDOT TRANS ENHANCEMENT PROJ	0	0	15,929	0	15,929	0
110-402-260.00-000-000 SALES TAX-TOURISM	440,000	37,565	267,722	256,667	11,055	61
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,500	435	1,640	1,458	182	66
110-402-314.03-000-000 PARK FIELD RENTAL FEES	5,000	805	5,230	2,917	2,313	105
110-402-340.00-000-000 INTEREST INCOME-TOURISM	200	0	228	117	111	114
110-402-355.00-000-000 MISC INCOME	0	0	1,597	0	1,597	0
110-402-380.00-000-000 TRANSFER FROM OTHER FUNDS	92,700	0	0	54,075	(54,075)	0
<b>Total Revenues</b>	<b>608,525</b>	<b>40,099</b>	<b>302,232</b>	<b>354,974</b>	<b>(52,742)</b>	<b>50</b>
<b>Expenditures</b>						
<b>Sale of Lots Expenses</b>						
OUTSIDE SERVICES	5,000	380	2,660	2,917	257	53
Total Sale of Lots Expenses	5,000	380	2,660	2,917	257	53
<b>Recreation Expenses</b>						
PERSONNEL	146,623	10,701	84,937	85,531	594	58
SUPPLIES	50,000	2,363	31,182	31,251	69	62
OUTSIDE SERVICES	133,077	8,843	64,290	75,962	11,672	48
Total Recreation Expenses	329,700	21,907	180,409	192,744	12,335	55
<b>Retirement Development Expenses</b>						
Total Expenditures	<b>334,700</b>	<b>22,287</b>	<b>183,069</b>	<b>195,661</b>	<b>12,592</b>	<b>55</b>
Excess Revenue Over (Under) Expenditures	273,825	17,812	119,163	159,313	(65,334)	44

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GF Statement of Activity - MTD and YTD with Budget  
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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Revenues</b>						
001-000-200.00-000-000 AD VALOREM TAXES-CURRENT	1,348,374	22,103	1,162,781	786,552	376,229	86
001-000-201.00-000-000 AUTO AND MOBILE HOME	224,373	19,460	130,889	130,884	5	58
001-000-202.00-000-000 PERSONAL TAXES	434,253	3,135	346,658	253,314	93,344	80
001-000-203.00-000-000 AD VALOREM-DELINQUENT	1,000	0	0	583	(583)	0
001-000-210.00-000-000 PENALTIES & INTEREST	25,000	1,248	6,533	14,583	(8,050)	26
001-000-211.00-000-000 OTHER FEES	0	0	112	0	112	0
001-000-214.00-000-000 TAX COLLECTION COSTS	69,000	1,566	56,301	40,250	16,051	82
001-000-220.00-000-000 PRIVILEGE LICENSES	37,654	151	6,059	21,965	(15,906)	16
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	6,075	1,350	5,850	3,544	2,306	96
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	667,976	73,786	426,732	389,653	37,079	64
001-000-222.00-000-000 BUILDING PERMITS	46,800	3,750	31,522	27,300	4,222	67
001-000-224.00-000-000 LOT CLEAN UP	20,000	0	4,065	11,667	(7,603)	20
001-000-227.00-000-000 INSPECTION FEES	9,000	1,195	1,705	9,000	(7,295)	19
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	16,042	(16,042)	0
001-000-245.01-000-000 STATE WIRELESS FUND	0	0	8,657	0	8,657	0
001-000-247.02-000-000 BULLET PROOF VEST	0	0	2,539	0	2,539	0
001-000-250.00-000-000 MUNICIPAL-STATE AID	11,900	0	11,847	6,842	4,905	100
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	166,037	0	86,970	96,855	(10,885)	52
001-000-260.00-000-000 GENERAL SALES TAX	4,406,146	407,109	2,652,748	2,570,252	82,496	60
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR LTD	56,136	0	0	32,746	(32,746)	0
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	20,825	472	16,986	12,148	4,838	82
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,831	0	0	1,068	(1,068)	0
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	15,000	7,200	7,200	8,750	(1,550)	48
001-000-271.00-000-000 ROAD & BRIDGE TAXES	220,000	5,366	190,236	128,333	61,903	86
001-000-276.00-000-000 SCHOOL PATROL	120,696	0	111,522	70,406	41,116	92
001-000-289.00-000-000 MUN COURT WARRANT OFFICER	13,000	48	1,390	7,583	(6,194)	11
001-000-330.00-000-000 COURT FINES & FEES	338,600	5,441	151,710	197,517	(45,807)	45
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	2,008	13,589	13,125	464	60
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	1,450	260	885	846	39	61
001-000-336.02-000-000 COURT EQUIPMENT	0	5	5	0	5	0
001-000-336.05-000-000 COLLECTION FEE	1,817	5	889	1,060	(171)	49
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	16,812	30	1,199	9,807	(8,609)	7
001-000-340.00-000-000 INTEREST EARNED	15,000	675	7,772	8,150	(978)	52
001-000-346.10-000-000 SUMMER YOUTH CAMP DONATION	0	5,500	5,550	0	5,550	0
001-000-355.00-000-000 MISCELLANEOUS INCOME	25,000	139	52,105	18,750	33,355	208
001-000-380.03-000-000 TRANSFER FROM UTILITY FUND	21,665	0	21,665	21,665	0	100
001-000-380.07-000-000 TRANSFER FROM CAPITAL PROJECTS FUND	130,280	139,280	139,280	75,997	63,283	107
001-350-400.72-000-000 MDOT FEDERAL SURFACE TRANS	(328,000)	0	307,157	(191,333)	498,490	94
001-350-400.73-000-000 FEDERAL SAFE ROUTES TO SCHOOL	(100,000)	74,607	74,607	(58,333)	132,940	75
001-350-400.83-000-000 MDOT YOUTH GRANT FY 2015-PAYMODE	0	32,065	32,065	0	32,065	0
001-350-400.84-000-000 DEPT OF PUBLIC SAFETY VAWA FY 2015-2016	(34,500)	2,860	25,413	(20,125)	45,538	74

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**GF Statement of Activity - MTD and YTD with Budget  
City of Picayune  
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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
001-350-400-85-000-000 LOWER PEARL RIVER VALLEY	(100,000)	0	0	(58,333)	58,333	0
GRANT 85	(400,000)	0	0	(233,333)	233,333	0
001-350-400-86-000-000 MDOT CROSBY COMMONS	7,559,200	810,814	6,102,193	4,426,480	1,675,710	81
Total Revenues						
<b>Expenditures</b>						
<b>Municipal Council Expenses</b>						
PERSONNEL	67,847	4,594	37,050	39,578	2,528	55
SUPPLIES	500	0	492	292	(200)	98
OUTSIDE SERVICES	35,000	815	22,598	24,583	1,985	65
Total Municipal Council Expenses	103,347	5,409	60,140	64,453	4,313	58
<b>Municipal Court Expenses</b>						
PERSONNEL	276,145	19,137	150,604	161,085	10,481	55
SUPPLIES	4,150	0	978	2,421	1,443	24
OUTSIDE SERVICES	71,805	6,104	40,739	41,886	1,147	57
Total Municipal Court Expenses	352,100	25,241	192,321	205,392	13,071	55
<b>City Attorney Expenses</b>						
PERSONNEL	20,389	1,345	11,142	11,893	751	55
OUTSIDE SERVICES	20,000	2,460	8,681	11,667	2,986	43
Total City Attorney Expenses	40,389	3,805	19,823	23,560	3,737	49
<b>City Manager Expenses</b>						
PERSONNEL	103,279	7,684	59,994	60,245	251	58
SUPPLIES	6,000	203	1,432	3,501	2,069	24
OUTSIDE SERVICES	15,300	389	6,911	8,926	2,015	45
Total City Manager Expenses	124,579	8,276	68,337	72,672	4,335	55
<b>General Services Expenses</b>						
PERSONNEL	18,103	1,259	9,861	10,561	700	54
SUPPLIES	7,700	582	4,645	4,492	(153)	60
OUTSIDE SERVICES	178,950	11,015	149,300	104,241	(45,059)	83
Total General Services Expenses	204,753	12,856	163,806	119,294	(44,512)	80
<b>Financial Expenses</b>						
PERSONNEL	148,529	11,022	84,656	86,641	1,985	57
SUPPLIES	7,500	228	1,172	4,375	3,203	16
OUTSIDE SERVICES	62,500	1,515	37,099	36,312	(787)	59
Total Financial Expenses	218,529	12,765	122,927	127,328	4,401	56
<b>Grant Expenses</b>						
PERSONNEL	21,780	1,560	13,216	12,706	(510)	61
SUPPLIES	1,500	54	441	875	434	29
OUTSIDE SERVICES	10,100	0	5,745	5,892	147	57
Total Grant Expenses	33,380	1,614	19,402	19,473	71	58
<b>Code Enforcement Expenses</b>						
PERSONNEL	160,800	11,845	91,478	93,801	2,323	57



**GF Statement of Activity - MTD and YTD with Budget  
City of Picayune  
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	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Financial Report</b>						
SUPPLIES	4,550	71	2,739	2,654	(85)	60
OUTSIDE SERVICES	71,950	2,682	13,385	46,014	32,629	19
Total Code Enforcement Expenses	237,300	14,598	107,602	142,469	34,867	45
<b>Police Administration Expenses</b>						
PERSONNEL	135,602	9,988	76,712	79,101	2,389	57
SUPPLIES	7,500	227	1,559	4,375	2,816	21
OUTSIDE SERVICES	62,075	3,111	24,512	36,211	11,699	39
Total Police Administration Expenses	205,177	13,326	102,783	119,687	16,904	50
<b>Patrol &amp; Investigations Expenses</b>						
PERSONNEL	1,452,610	105,713	870,802	847,357	(23,445)	60
SUPPLIES	119,085	5,432	41,568	66,273	24,715	35
OUTSIDE SERVICES	111,942	22,410	83,418	68,899	(14,519)	75
Total Patrol & Investigations Expenses	1,683,637	133,555	995,778	982,529	(13,249)	59
<b>Domestic Violence Grant Expenses</b>						
PERSONNEL	52,155	0	0	30,424	30,424	0
Total Domestic Violence Grant Expenses	52,155	0	0	30,424	30,424	0
<b>Custody of Prisoners Expenses</b>						
PERSONNEL	178,261	13,566	98,624	103,985	5,361	55
SUPPLIES	61,500	6,002	25,069	35,874	10,805	41
OUTSIDE SERVICES	22,500	109	9,333	16,042	6,709	41
Total Custody of Prisoners Expenses	262,261	19,667	133,026	155,901	22,875	51
<b>Alcohol Countermeasures Grant Expenses</b>						
PERSONNEL	371,760	25,793	215,157	216,860	1,703	58
SUPPLIES	6,500	231	1,117	3,791	2,674	17
OUTSIDE SERVICES	19,300	1,449	13,740	11,258	(2,482)	71
Total Records & Communications Expenses	397,560	27,473	230,014	231,909	1,895	58
<b>School Patrol Expenses</b>						
PERSONNEL	173,100	13,158	100,878	100,975	97	58
SUPPLIES	6,000	757	2,272	3,500	1,228	38
OUTSIDE SERVICES	3,750	374	2,380	2,188	(192)	63
Total School Patrol Expenses	182,850	14,289	105,530	106,663	1,133	58
<b>Animal Control Expenses</b>						
PERSONNEL	31,964	2,443	18,582	18,647	65	58
SUPPLIES	2,800	0	932	1,633	701	33
OUTSIDE SERVICES	42,150	3,425	24,065	24,588	523	57
Total Animal Control Expenses	76,914	5,868	43,579	44,868	1,289	57
<b>Fire Department Expenses</b>						
PERSONNEL	2,060,537	145,049	1,164,857	1,201,979	37,122	57
SUPPLIES	54,600	5,319	23,377	31,850	8,473	43
OUTSIDE SERVICES	103,848	13,287	59,936	60,629	693	58

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**GF Statement of Activity - MTD and YTD with Budget  
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	Annual Budget	Y-T-D Actual	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report							
CAPITAL OUTLAY	1,000	600	600	600	1,000	400	60
Total Fire Department Expenses	2,219,985	184,255	184,255	1,248,770	1,295,458	46,688	56
<u>Streets &amp; Drainage Expenses</u>							
PERSONNEL	342,655	25,025	25,025	191,944	199,882	7,938	56
SUPPLIES	169,609	6,549	6,549	56,940	98,940	42,754	33
OUTSIDE SERVICES	390,710	24,386	24,386	193,569	227,914	34,345	50
Total Streets & Drainage Expenses	902,974	55,960	55,960	441,699	526,736	85,037	49
<u>Grounds &amp; Beautification Expenses</u>							
PERSONNEL	370,405	28,039	28,039	216,274	216,070	(204)	58
SUPPLIES	84,345	4,578	4,578	44,167	44,827	660	52
OUTSIDE SERVICES	20,950	2,186	2,186	14,072	12,221	(1,851)	67
CAPITAL OUTLAY	10,500	0	0	9,547	10,500	953	91
Total Grounds & Beautification Expenses	486,200	34,803	34,803	284,060	283,618	(442)	58
<u>Equipment Maintenance Expenses</u>							
PERSONNEL	48,585	3,535	3,535	27,702	28,329	627	57
SUPPLIES	14,110	220	220	1,273	8,231	6,958	9
OUTSIDE SERVICES	11,587	625	625	4,216	6,759	2,543	36
Total Equipment Maintenance Expenses	74,282	4,380	4,380	33,191	43,319	10,128	45
<u>Transfers Expenses</u>							
OUTSIDE SERVICES	553,881	6,554	6,554	124,908	332,124	207,216	23
Total Transfers Expenses	553,881	6,554	6,554	124,908	332,124	207,216	23
<u>Aid to Other Govts Expenses</u>							
OUTSIDE SERVICES	24,280	1,607	1,607	11,247	14,164	2,917	46
Total Aid to Other Govts Expenses	24,280	1,607	1,607	11,247	14,164	2,917	46
<b>Total Expenditures</b>	<b>8,436,513</b>	<b>566,301</b>	<b>566,301</b>	<b>4,508,943</b>	<b>4,942,041</b>	<b>433,098</b>	<b>53</b>
Excess Revenue Over (Under) Expenditures	(877,313)	244,513	244,513	1,593,250	(515,561)	1,242,612	182

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UF Statement of Activity - MTD and YTD with Budget  
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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Revenues</b>						
405-000-340.00-000-000 INTEREST INCOME	8,500	0	6,381	4,958	1,423	75
405-000-340.04-000-000 2013 REVENUE BOND INTEREST EARNED	1,000	0	1,021	583	438	102
405-000-351.02-000-000 MISC TAP INCOME	20,000	0	3,000	11,667	(6,667)	15
405-000-352.00-000-000 PRCUA BILLING/AMR PAYMENTS	54,000	4,663	32,449	31,500	949	60
405-000-355.00-000-000 MISC INCOME	78,000	5,974	43,683	45,500	(1,817)	56
405-000-355.01-000-000 MISC INCOME BAGS	4,000	336	1,691	2,333	(642)	42
405-000-360.01-000-000 METERED SALES WATER	1,616,460	130,148	900,301	942,835	(42,634)	56
405-000-360.02-000-000 METERED SALES GAS	2,312,000	136,422	1,398,327	1,348,660	49,660	60
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	2,000	150	1,252	1,167	85	63
405-000-364.00-000-000 UTILITY LATE CHARGES	145,000	13,579	90,507	84,583	5,924	62
405-000-385.00-000-000 GARBAGE REVENUE	927,700	82,553	575,234	541,158	34,076	62
405-000-380.01-000-000 TRANSFER FROM WATER CONTINGENCY FUND	8,000	0	8,000	8,000	0	100
405-000-393.02-000-000 SALE OF EQUIPMENT & MACHINERY	0	0	247	0	247	0
405-350-400.88-000-000 MS DEV AUTH- CDBG -WATER DISB IMP	480,000	0	8,000	480,000	(472,000)	2
<b>Total Revenues</b>	<b>5,656,660</b>	<b>373,825</b>	<b>3,070,093</b>	<b>3,503,051</b>	<b>(432,958)</b>	<b>54</b>
<b>Expenditures</b>						
<b>Intrafund Transfers Expenses</b>						
TRANSFERS	21,665	0	21,665	21,665	0	100
Total Intrafund Transfers Expenses	21,665	0	21,665	21,665	0	100
<b>Utility Administration Expenses</b>						
PERSONNEL	591,453	44,254	339,652	345,015	5,363	57
SUPPLIES	29,000	205	11,333	16,917	5,584	39
OUTSIDE SERVICES	185,250	15,691	109,075	108,062	(1,013)	59
Total Utility Administration Expenses	805,703	60,150	460,060	469,994	9,934	57
<b>Director of Public Works Expenses</b>						
PERSONNEL	205,363	12,708	99,589	119,796	20,207	48
SUPPLIES	16,091	370	2,807	9,386	6,579	17
OUTSIDE SERVICES	62,915	701	16,915	36,700	19,785	27
CAPITAL OUTLAY	2,846	1,380	1,830	2,846	1,016	64
Total Director of Public Works Expenses	287,215	15,159	121,141	168,728	47,587	42
<b>Water Regulations Expenses</b>						
PERSONNEL	46,528	3,764	28,278	27,141	(1,137)	61
SUPPLIES	40,000	2,080	16,143	23,334	7,191	40
OUTSIDE SERVICES	6,608	314	3,155	3,855	700	48
Total Water Regulations Expenses	93,136	6,158	47,576	54,330	6,754	51
<b>Well and Pump Maintenance Expenses</b>						

**UF Statement of Activity - MTD and YTD with Budget  
City of Picayune  
For 4/28/2016**

Run: 4/28/2016 at 3:01 PM

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Financial Report</b>						
SUPPLIES	17,400	0	2,423	10,150	7,727	14
OUTSIDE SERVICES	81,553	7,142	48,735	47,573	(1,162)	60
Total Well and Pump Maintenance Expenses	98,953	7,142	51,158	57,723	6,565	52
<b>Sewer Construction Expenses</b>						
<b>Utility Construction Expenses</b>						
PERSONNEL	179,447	12,895	102,614	104,877	2,063	57
SUPPLIES	42,754	2,201	20,272	24,939	4,667	47
OUTSIDE SERVICES	26,430	609	3,051	15,417	12,366	12
Total Utility Construction Expenses	248,631	15,705	125,937	145,033	19,096	51
<b>Water Operations Expenses</b>						
PERSONNEL	226,687	18,450	137,960	132,235	(5,725)	61
SUPPLIES	131,608	3,195	106,727	76,773	(29,954)	81
OUTSIDE SERVICES	24,550	1,566	14,279	14,321	42	58
CAPITAL OUTLAY	117,998	0	117,997	117,998	1	100
Total Water Operations Expenses	500,843	23,201	376,963	341,327	(35,636)	75
<b>Gas Operations Expenses</b>						
PERSONNEL	266,272	16,569	129,305	155,326	26,021	49
SUPPLIES	1,421,743	54,854	483,348	829,351	346,003	34
OUTSIDE SERVICES	75,519	2,907	47,100	44,054	(3,046)	62
CAPITAL OUTLAY	77,029	0	76,971	77,029	58	100
Total Gas Operations Expenses	1,840,563	74,320	736,724	1,105,760	369,036	40
<b>Garbage Expenses</b>						
GARBAGE EXPENSES	810,000	78,260	532,775	472,500	(60,275)	66
Total Garbage Expenses	810,000	78,260	532,775	472,500	(60,275)	66
<b>Loan Interest Expenses</b>						
INTEREST EXPENSE	119,093	2,997	63,630	69,472	5,842	53
Total Loan Interest Expenses	119,093	2,997	63,630	69,472	5,842	53
<b>Total Expenditures</b>	<b>4,825,802</b>	<b>283,092</b>	<b>2,537,629</b>	<b>2,906,532</b>	<b>368,903</b>	<b>53</b>
Excess Revenue Over (Under) Expenditures	830,858	90,733	532,464	596,519	(801,861)	64

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bumpers and Stevens

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ORDER TO APPROVE DOCKET**

Motion was made by Council Member Gouguet, seconded by Council Member Valente to approve the docket for May 3, 2016 in the amount of \$ 456,595.14.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bumpers and Stevens

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPOINT MEMBER TO THE CITY OF PICAYUNE PLANNING COMMISSION**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to appoint Louise Cockern Harvin to the City of Picayune Planning Commission to complete the remainder of term for Martha Sheppard who resigned.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bumpers and Stevens

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACCEPT THE MDOT TRANSPORTATION ENHANCEMENT 2016 URBAN YOUTH CORPS GRANT**

Motion was made by Council Member Breland, seconded by Council Member Valente to accept the MDOT Transportation Enhancement 2016 Urban Youth Corps Program Grant (summer youth work program) 80% federal funds and 20% City match funds and authorize Mayor to sign all related documents.

**Melinda L. McGrath**  
Executive Director

P. O. Box 1850  
Jackson, MS 39215-1850  
Telephone (601) 359-7001  
FAX (601) 359-7110  
GoMDOT.com



**Mark C. McConnell**  
Deputy Executive Director/Chief Engineer  
**Lisa M. Hancock**  
Deputy Executive Director/Administration  
**Willie Huff**  
Director, Office of Enforcement  
**Charles R. Carr**  
Director, Office of Intermodal Planning

April 19, 2016

Honorable Ed Pinero, Mayor  
City of Picayune  
203 Goodyear Blvd.  
Picayune, MS 39466

**SUBJECT: City of Picayune – Urban Youth Corps Program 2016**

Dear Mayor Pinero:

We are pleased to congratulate you on receiving 2016 Urban Youth Corps Funds that have been made available to you by the Mississippi Department of Transportation (MDOT). On April 12, 2016, the Mississippi Transportation Commission (MTC) approved up to \$35,000.00 in Federal SAFETEA-LU Funds. These funds require a local match of 20% for the total cost of the project.

Enclosed are four (4) copies of the Memorandum of Understanding (MOU) between your City and the Mississippi Department of Transportation (MDOT). The MOU must be executed before continuing with the development of your program.

The City must pass a board or council order authorizing the execution of the MOU. You must sign all four copies of the MOU and have your signature attested. Please return all four copies for execution by the MDOT as soon as possible. We will forward two (2) fully executed copies for your file and use.

Please note revised language in the last WHEREAS and the language in Section 1(s) of the MOU regarding press releases and promotional materials. Additionally, please note a deadline date of October 31, 2016, for expenses incurred, in Section 4 of the MOU.

We look forward to working with you to make this a successful and rewarding project for both the City and the youth in your community. If you have any questions please contact Paula H. Morgan in the LPA Division at (601) 359-7222.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey C. Altman". The signature is written over a large, light-colored oval shape.

Jeffrey C. Altman, P.E.  
State Engineer for Local Projects

JCA:phm

Pc: Commissioner Tom King, Southern District  
Melinda McGrath, Executive Director  
Mark McConnell, Chief Engineer  
James Williams, Assistant Chief Engineer, Operations, MDOT  
Kelly Castleberry, District 6 Engineer, MDOT  
David Seyfarth, District 6 LPA Engineer/Coordinator, MDOT

*Transportation: The Driving Force of a Strong Economy*

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bumpers and Stevens

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE SPECIAL USE PERMITS TO MI SOL AZTECA, LLC AT 1 SYCAMORE ROAD SUITE J**

Motion was made by Council Member Valente, seconded by Council Member Gouguet to authorize Special Use Permits to Mi Sol Azteca, LLC at 1 Sycamore Rd. Suite J, under Ordinance 918 as amended from Ordinance 882 for Alcoholic Beverages less than 5% by weight including beer and light wine and also Alcoholic Beverages of more than 5% by weight.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bumpers and Stevens

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**OPEN PUBLIC HEARING ON PROPERTY CLEAN UP**

Motion was made by Council Member Gouguet, seconded by Council Member Valente to open a public hearing on clean up at the following properties:

- |                |                          |
|----------------|--------------------------|
| 1. PPIN 26869  | 213 S Abrams Ave.        |
| 2. PPIN 26847  | 230 S. Abrams Ave.       |
| 3. PPIN 24625  | 515 Maxwell St.          |
| 4. PPIN 23949  | 213 Williams Ave.        |
| 5. PPIN 55886  | 810 E. Fourth.           |
| 6. PPIN 26034  | vacant lot E. Fourth St. |
| 7. PPIN 22897  | 2004 Morris St.          |
| 8. PPIN 22942  | 2017 Cousin St.          |
| 9. PPIN 22991  | 2320 Walker St.          |
| 10. PPIN 22949 | 2314 Cousin St.          |
| 11. PPIN 22909 | 2312 Morris St.          |

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bumpers and Stevens

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE 213 S ABRAMS AVE A PUBLIC NUISANCE**

Motion was made by Council Member Gouguet, seconded by Council Member Valente to declare 213 S Abrams Ave. PPIN 26869 a public nuisance.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bumpers and Stevens

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE 230 S ABRAMS AVE A PUBLIC NUISANCE**

Motion was made by Council Member Valente, seconded by Council Member Gouguet to declare 230 S Abrams Ave. PPIN 26847 a public nuisance.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bumpers and Stevens

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE 515 MAXWELL ST A PUBLIC NUISANCE**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to declare 515 Maxwell St. PPIN 24625 a public nuisance and allow a 60 day extension for clean-up.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bumpers and Stevens

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE 213 WILLIAMS AVE A PUBLIC NUISANCE**

Motion was made by Council Member Valente, seconded by Council Member Gouguet to declare 213 Williams Ave. PPIN 23949 a public nuisance.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bumpers and Stevens

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE 810 E FOURTH ST A PUBLIC NUISANCE**

Motion was made by Council Member Valente, seconded by Council Member Gouguet to declare 810 E Fourth St. PPIN 55886 a public nuisance.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bumpers and Stevens

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE VACANT LOT E FOURTH ST A PUBLIC NUISANCE**

Motion was made by Council Member Gouguet, seconded by Council Member Valente to declare vacant lot on E Fourth St. PPIN 26034 a public nuisance.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bumpers and Stevens

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO REMOVE 2004 MORRIS ST FROM CLEAN UP HEARING**

Motion was made by Council Member Gouguet, seconded by Council Member Valente to remove 2004 Morris St. PPIN 22897 from the property clean-up list.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bumpers and Stevens

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO TABLE THE PUBLIC HEARING FOR 2017 COUSIN ST**

Motion was made by Council Member Breland to table the public hearing for property clean up at 2017 Cousin St. PPIN 22942.

The motion died for lack of a second.

**MOTION TO DECLARE 2017 COUSIN ST A PUBLIC NUISANCE**

Motion was made by Council Member Gouguet, seconded by Council Member Valente to declare 2017 Cousin St. PPIN 22942 a public nuisance and allow a 60 day extension for clean-up.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bumpers and Stevens

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE 2320 WALKER ST A PUBLIC NUISANCE**

Motion was made by Council Member Valente, seconded by Council Member Gouguet to declare 2320 Walker St. PPIN 22991 a public nuisance and allow a 60 day extension for clean-up.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bumpers and Stevens

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO REMOVE 2314 COUSIN ST FROM CLEAN UP HEARING**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to remove 2314 Cousin St. PPIN 22949 from the property clean up hearing.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bumpers and Stevens

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE 2312 MORRIS ST A PUBLIC NUISANCE**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to declare 2312 Morris St. PPIN 22909 a public nuisance and allow a 60 day extension for property clean-up.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bumpers and Stevens

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO CLOSE THE PUBLIC HEARING ON PROPERTY CLEAN UP**

Motion was made by Council Member Valente, seconded by Council Member Gouguet to close the Public Hearing on property clean-up.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bumpers and Stevens

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

*AT THIS TIME GUS BORDELON OF PROGRESSIVE WASTE SOLUTIONS ADDRESSED THE COUNCIL CONCERNING AN INCREASE IN GARBAGE RATES. THE MILLARD DISPOSAL SITE INCREASED THEIR DISPOSAL RATE IN OCTOBER 2015 WITHOUT NOTICE. THE RATE INCREASE RESULTED IN AN ADDITIONAL \$10.55 PER TON. PWS HAS ABSORBED THIS EXPENSE OVER THE LAST SEVERAL MONTHS BUT IS ASKING FOR AN INCREASE TO BE ADDED TO EACH CUSTOMER TO OFFSET THE DISPOSAL SITE INCREASE.*

**MOTION TO AUTHORIZE RELEASE OF FUNDS NEEDED FOR REPLACEMENT OF CULVERT AND REPAIR OF ANGLER DRIVE**

Motion was made by Council Member Breland, seconded by Council Member Valente to authorize release of funds needed for replacement of culvert and repair of Angler Drive in The Woods Subdivision due to the recent wash out of the road.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bumpers and Stevens

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE REQUEST FOR PERMISSION TO ADVERTISE FOR THE GEO RESOURCES GAS MAIN REPLACEMENT PROJECT**

Motion was made by Council Member Breland, seconded by Council Member Valente to approve request for permission to advertise for the Geo Resources Gas Main Replacement Project.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bumpers and Stevens

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE THE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACT FOR THE GREENSPACE ENHANCEMENT PROJECT**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve the Construction Engineering and Inspection Contract for the Greenspace Enhancement Project #STP-3603-00(003) LPA/106907-701000 and authorize Mayor to sign the same.

ESC  
Rev. 06/05/09 (Base)  
Rev. 03/24/16 (This form)

**CONSTRUCTION ENGINEERING & INSPECTION  
SERVICES CONTRACT**

*City of Picayune – Greenspace Park Enhancement Project*  
Project No. *STP-9603-00(003)LPA/106907-701000*  
*Pearl River County*

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

**WITNESSETH:**

WHEREAS, the LPA proposes to perform the construction *Engineering* services for **Enhancements of the Existing Greenspace Park along Goodyear Boulevard between Kirkwood Street and Magnolia Street**, hereinafter called the "PROJECT"; and,

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

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

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

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

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

**ARTICLE I. GENERAL RECITALS**

CONSULTANT shall, for the agreed fees, furnish all *Engineering* services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

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

## REGULAR MEETING MAY 3, 2016

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

### **ARTICLE II. SCOPE OF WORK**

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

### **ARTICLE III. CONTRACT TERM**

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

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

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

### **ARTICLE IV. TIME OF PERFORMANCE**

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

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

### **ARTICLE V. RELATIONSHIP OF THE PARTIES**

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will

## REGULAR MEETING MAY 3, 2016

conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

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

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

#### **A. Cost and Fees**

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

#### **B. Monthly Billing**

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

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

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

#### **C. Record Retention**

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

#### **D. Retainage**

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

### **ARTICLE VII. FINAL PAYMENT**

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions

## REGULAR MEETING MAY 3, 2016

discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

### **ARTICLE VIII. REVIEW OF WORK**

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

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

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

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

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

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

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

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

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

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will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

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

**ARTICLE X. INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **ARTICLE XIII. MODIFICATION**

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

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

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

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

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

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

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

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

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

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

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

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

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

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

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

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees,

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from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

**ARTICLE XVI. PUBLICATION AND PUBLICITY**

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

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

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

**ARTICLE XVII. CONTRACT DISPUTES**

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

**ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW**

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

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- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

**ARTICLE XIX. WAIVER**

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

**ARTICLE XX. SEVERABILITY**

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

**ARTICLE XXI. ENTIRE AGREEMENT**

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

**ARTICLE XXII. CONFLICT OF INTEREST**

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

**ARTICLE XXIII. AVAILABILITY OF FUNDS**

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

**ARTICLE XXIV. STOP WORK ORDER**

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

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

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

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

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

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

**LPA:**

For Contractual Matters:  
**Ed Pinero, Jr., Ph.D., Mayor**  
Mayor, City of Picayune  
815 N. Beech Street  
Picayune, MS 39466  
601-798-9770  
601-798-0564  
[picstaffasst@bellsouth.net](mailto:picstaffasst@bellsouth.net)

For Technical Matters:  
**Eric Morris, Public Works Director**  
Public Works Director, City of Picayune  
815 N. Beech Street  
Picayune, MS 39466  
601-798-9770  
601-798-0564  
[emorris@picayune.ms.us](mailto:emorris@picayune.ms.us)

**CONSULTANT:**

**Dungan Engineering, P.A.**  
Contractual Matters:  
**Brooks Wallace, P.E.**  
925 Goodyear Blvd  
Picayune, MS 39466  
601-799-1037  
601-799-0480  
[brooks@dunganeng.com](mailto:brooks@dunganeng.com)

For Technical Matters:  
**Vernon Moore, P.E.**  
925 Goodyear Blvd  
Picayune, MS 39466  
601-799-1037  
601-799-0480  
[vernon@dunganeng.com](mailto:vernon@dunganeng.com)

Licensure Number  
from the Mississippi  
Board of Licensure  
for Professional

Licensure Number  
from the Mississippi  
Board of Licensure  
for Professional

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Engineers/Architects and Surveyors:

P.E. # 17699

Surveyor # NA

Or

Architect's # NA

Engineers/Architect's and Surveyors:

P.E.# 19048

Surveyor # NA

Or

Architect's# NA

**ARTICLE XXVI. AUTHORIZATION**

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

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

*CITY OF PICAYUNE*

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

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

*Dungan Engineering, P.A.*

BY: \_\_\_\_\_  
Brooks Wallace

ATTEST: \_\_\_\_\_  
(for CONSULTANT)

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

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bumpers and Stevens

**ABSTAINING AND NOT VOTING:** None

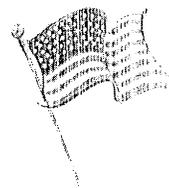
The motion was declared carried.

**APPROVE REQUEST FOR POLICE DEPARTMENT TO ENTER INTO AN AGREEMENT WITH CUEVAS AUCTION, LLC**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve request for the Police Department to enter into an agreement with Cuevas Auction, LLC to sell surplus items at an agreed 2.5% of gross sale proceeds on May 12, 2016 and authorize Mayor to sign all related documents.



*Cuevas Auction, LLC*  
22061 Hwy 43  
Picayune, MS 39466  
Office: (228)-255-0657 / Cell: (228)-493-0798  
www.cuevasauction.com  
roland@cuevasauction.com



**Agreement to Conduct Sale for Picayune Police Department**

*This agreement is said to be made of this 3 day of May, 2016, between the Picayune Police Department of Picayune, MS, hereafter called Seller and Cuevas Auction, hereafter called Auctioneer.*

*The Auctioneer hereby agrees to use his professional skill, technology, website, equipment, and experience to the best advantage of both parties preparing for and conducting the sale. No item(s) shall be sold or withdrawn from the sale prior to the auction except by mutual agreement between the Seller and the Auctioneer. If an item is sold or withdrawn, Auctioneer shall receive full commission on the item. The Seller hereby agrees to allow Auctioneer to sell the following items:*

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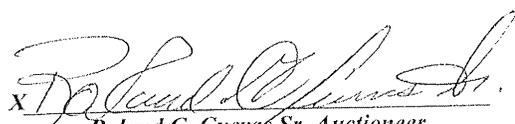
*The auction is to be held at Cuevas Auction Facility on the 12<sup>th</sup> of May, 2016. It is mutually agreed that all said goods be sold to the highest bidder regardless of the selling price unless Seller wishes to put a reserve bid amount on specified items. It is further mutually agreed that the Auctioneer may deduct his fee at the set rate stated below from the gross sale receipts resulting from said auction sale. The Auctioneer agrees to turn net proceeds from sale over to the Seller in the form of an Escrow check within (15) days following the auction, along with sale records and receipts.*

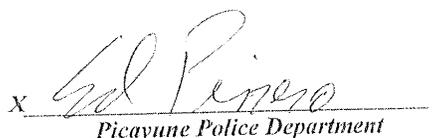
*Seller agrees to provide merchantable title to all items sold and deliver title to Auctioneer at least two (2) weeks prior to said auction. Seller agrees to hold harmless the Auctioneer against any claims of the nature referred to in this contract.*

*Seller agrees to pay all fees listed below:*

**AUCTIONEER FEE: 2.5% of Gross Sale Proceeds (No Buy Back Fee)**

**OTHER: Personnel (included in Auctioneers fee)**

x   
Roland G. Cuevas Sr. Auctioneer  
22061 Hwy 43 Picayune, MS 39466

x   
Picayune Police Department  
328 South Main St. Picayune, MS 39466

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bumpers and Stevens

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE T-HANGAR LEASE AGREEMENT BY AND BETWEEN CITY OF PICAYUNE AND RANDAL MCGEE**

Motion was made by Council Member Gouguet, seconded by Council Member Valente to approve T-Hangar lease agreement by and between City of Picayune and Randal McGee and authorize Mayor to sign the same.

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

**T-HANGAR LEASE AGREEMENT**

This T-Hangar Lease Agreement made and entered into this, the **3rd day of May, 2016** by and between the City of Picayune, hereinafter referred to as "Lessor" and **Mr. Randal McGee** hereinafter referred to as the "Lessee",

**WITNESSETH:**

For and in consideration of the rents, covenants and agreements hereinafter-contained Lessor does hereby rent and lease unto Lessee the following:

1. **PREMISES**

Lessor does hereby lease and let to Lessee **T-Hangar No. I-12** located at the Picayune Municipal Airport, Picayune, Mississippi, together with reasonably necessary rights of access across Lessor's adjoining areas. Lessee has inspected the T-Hangar and accepts the T-Hangar in its present condition.

2. **TERMS**

The term of this Agreement shall be **monthly**, with the term to begin on the **3rd day of May 2016** and continue thereafter monthly until either party gives notice of termination or default by Lessee. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party of its intent to terminate this Agreement, regardless of breach or compliance of either party.

3. **RENT**

Lessee shall pay, as rent for the use of the described Hangar, the amount of **\$250.00** per month in advance on the first day of each month plus a **\$250.00** hangar deposit fee is due at the inception of this contract. Said rent shall be payable by mail to the Picayune Municipal Airport, 203 Goodyear Blvd, Picayune,

Mississippi 39466, or by personal delivery to the Picayune Municipal Airport office at 148 Runway Road, Picayune, Mississippi. Lessor may change the rent from time-to-time by giving the Lessee a thirty-days written notice.

4. **REPAIRS AND MAINTENANCE**

Lessor shall be responsible for timely repairs, replacements and maintenance of the building structure, foundation, exterior walls, and roof. Lessee shall be responsible and liable for any damage to the hangar caused by Lessee's use of the hangar, including but not limited to, bent or broken interior walls, damage to floors due to fuel and oil spillage, door damage due to the Lessee's improper or negligent operation. Lessee shall make no alterations, modifications or additions to the hangar without the prior written permission of Lessor.

5. **USE OF PREMISES**

The hangar whereby leased shall be used only for the storage of aircraft owned or leased by Lessee. No maintenance of the stored aircraft shall be conducted in the Hangar except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic. Lessee further agrees that no commercial aviation activities shall be conducted at the Picayune Municipal Airport without the express written permission of the Lessor. Commercial Aviation activities include, but are not limited to aircraft rental, charter, aircraft leasing, flight instruction, aerial survey and aerial photography, etc. The storage of fuel or other flammable materials in the Hangar is strictly prohibited. The Lessee shall not engage in any illegal activity and shall abide by all Federal, State, and FAA regulations and the City of Picayune Airport Minimum Standards and Rules and Regulations.

6. **INDEMNIFICATION**

Lessee shall keep, protect and save harmless, Lessor from any loss, cost, claim, judgment or expense of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person, or property arising out of any use of the leased premises by Lessee, its agents, or any other party or person acting under the direction or control of Lessee.

7. **INSPECTION**

The Lessor may enter the leased Hangar at reasonable times to inspect the premises.

8. **SECURITY**

Lessee agrees to abide by and cooperate with Lessor in the enforcement and implementation of all airport security regulations. Security of the Hangar shall be the responsibility of Lessee. Lessee agrees to provide Lessor with a key to any lock or locking device used to secure the Hangar. Lessor agrees that the key will be used only in case of emergency or for inspection of the premises.

9. **UTILITIES**

Lessee shall pay electrical utility. Lessee shall use light fixtures for its intended purpose only and shall not alter the existing electrical facilities. Lessee shall not operate any air conditioners, refrigerators, large heaters, or other similar appliances. Outlets, when available, may be used only for operation of droplights, small hand tools, etc. No permitted electrical appliances or other electrical devices shall be connected into the outlet when the Lessee is not present. Lessee will provide basic water and sewer services to the hangar.

10. **HAZARDOUS SUBSTANCES**

Lessee shall not cause or permit any hazardous substances to be brought upon, kept or used in, on or about the hangar by Lessee, its agents or invitees, and Lessee, by execution of this Lease, covenants, warrants and represents to Lessor that it will keep the lease premises free from any and all unlawful contamination with hazardous substances and that it will hold Lessor harmless from any loss or damage with respect thereto and that Lessee will be solely responsible for any and all costs and expenses incurred for remediation in the event the same is required. Violation of this provision shall mean immediate termination of this Lease, which said termination, shall not relieve the Lessee from its liability hereunder.

11. **SUBLEASE/ASSIGNMENT**

Lessee shall not have the right to sublet the T-Hangar leased under this agreement, nor shall the Lessee have the right to assign this Lease without the express written consent of the Lessor. Storage of aircraft not belonging to or leased by the Lessee shall be construed as a sublease, and unless approved by the Lessor, shall be grounds for termination of this Lease.

12. **DEFAULT**

In the event Lessee shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof, or if Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, then the Lessor shall have the right to take complete possession of the leased premises, to declare the term of this Lease ended, and remove any of the Lessee's personal effects, without prejudice to any remedies

which might be otherwise used for arrears of rent or other default.

**13. FORCE MAJEURE**

In the event of a natural disaster or other unforeseen event including, but not limited to, flooding, major wind or storm damage or fire, Lessor may, at its option and with or without notice, terminate this Lease.

**14. INSURANCE**

Lessee agrees to be responsible for maintaining liability insurance in an amount not less than \$100,000.00 during the term of this Lease. Lessee shall deliver to Lessor an annual certificate demonstrating that insurance is paid and copies of the insurance policy issued by the insurance company. Lessor will be named an insured and loss payee under the policy.

Lessee is solely responsible for maintaining insurance coverage on the contents of the T-Hangar.

**15. SURRENDER OF PREMISES**

Upon expiration of this Agreement for any reason, Lessee shall peacefully surrender and deliver possession of the leased premises to Lessor in as good condition and repair as at the inception of this Agreement, normal wear and tear accepted.

**16. NOTICES**

Should any notices be required to be given to the respective parties, the notice shall be given in writing by registered or certified mail at the following addresses or at such other addresses as may be substituted by subsequent notices to-wit:

REGULAR MEETING MAY 3, 2016

As to Lessor: City Manager  
203 Goodyear Blvd.  
Picayune, MS 39466

At to Lessee Randal McGee  
174 Colony Road  
Belle Chase, LA 70037  
C# 504-39-3135  
H# 504-394-9600

WITNESS the signatures of the parties hereto, this the 3rd day of May, 2016

LESSOR: CITY OF PICAYUNE

BY: \_\_\_\_\_  
Ed Pinero, Mayor

ATTEST:

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

LESSEE: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bumpers and Stevens

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO RECESS**

Motion was made by Council Member Breland, seconded by Council Member Valente to recess until Tuesday, May 17, 2016 at 5:00 pm.

REGULAR MEETING MAY 3, 2016

The following roll call was made:

**VOTING YEA:** Council Members Valente, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bumpers and Stevens

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

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Ed Pinero, Mayor

ATTEST:

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Amber Hinton, City Clerk