

**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 1, 2018, 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 Jon Filkins, 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 Bumpers to approve the Minutes for the City of Picayune dated April 17, 2018.

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 BUDGET REPORT

Motion was made by Council Member Valente, seconded by Council Member Bumpers to acknowledge receipt of the monthly budget report for April 2018.

**CF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 4/27/2018**

Run: 4/27/2018 at 9:18 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
408-000-211.00-000-000 RECORDING FEES	0	72	69	0	69	0
408-000-340.00-000-000 INTEREST INCOME	400	0	637	233	404	159
408-000-380.01-000-000 TRANSFER FROM GENERAL FUND	82,552	6,879	48,155	48,155	0	58
408-000-392.00-000-000 SALE OF LOTS	10,000	2,819	27,217	5,833	21,384	272
Total Revenues	92,952	9,770	76,078	54,221	21,857	82
Expenditures						
Cemetery Expenses						
PERSONNEL	89,726	5,912	39,967	52,339	12,372	45
SUPPLIES	9,325	1,608	3,785	5,439	1,655	41
OUTSIDE SERVICES	9,200	278	2,301	5,367	3,066	25
Total Cemetery Expenses	108,251	7,798	46,053	63,145	17,093	43
Total Expenditures	108,251	7,798	46,053	63,145	17,093	43
Excess Revenue Over (Under) Expenditures	(15,299)	1,972	30,025	(8,924)	4,764	196

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**ED Statement of Activity - MTD and YTD with Budget
City of Picayune
For 4/27/2018**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
110-043-340.00-000-000 INTEREST INCOME	2,000	0	2,160	1,167	993	108
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	1,181	8,365	0	8,365	0
110-043-341.00-000-000 RENT	67,875	0	0	39,594	(39,594)	0
110-043-341.02-000-000 MANNA MINISTRIES LEASE	1	0	0	1	(1)	0
110-402-260.00-000-000 SALES TAX-TOURISM	462,000	38,418	271,908	269,500	2,406	59
110-402-314.00-000-000 PARK BLDG RENTAL FEES	3,000	190	1,045	1,750	(705)	35
110-402-314.03-000-000 PARK FIELD RENTAL FEES	5,000	0	900	2,917	(2,017)	18
110-402-314.08-000-000 PARK GATE ENTRANCE FEES	10,000	0	0	5,833	(5,833)	0
110-402-340.00-000-000 INTEREST INCOME-TOURISM	1,000	0	1,024	583	441	102
110-402-346.02-000-000 FRIENDSHIP PARK BRICK SPONSORSHIP DONATIONS	5,875	0	6,875	5,875	1,000	117
110-402-380.00-000-000 TRANSFER FROM OTHER FUNDS	85,954	0	0	50,140	(50,140)	0
Total Revenues	642,705	39,789	292,275	377,360	(85,085)	45
Expenditures						
Sale of Lots Expenses						
OUTSIDE SERVICES	5,000	380	2,680	2,917	257	53
Total Sale of Lots Expenses	5,000	380	2,680	2,917	257	53
Recreation Expenses						
PERSONNEL	154,269	13,423	97,783	89,990	(7,793)	63
SUPPLIES	48,050	10,681	37,743	23,573	(14,170)	79
OUTSIDE SERVICES	46,840	14,060	23,836	32,198	8,362	51
CAPITAL OUTLAY	12,275	1,958	9,013	12,275	3,262	73
Total Recreation Expenses	261,434	40,122	168,375	158,036	(10,339)	64
Retirement Development Expenses						
Total Expenditures	266,434	40,502	171,035	160,953	(10,082)	64
Excess Revenue Over (Under) Expenditures	376,271	(713)	121,240	216,407	(75,003)	32

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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
Revenues						
001-000-200.00-000-000 AD VALOREM TAXES-CURRENT	1,526,374	43,441	1,372,808	890,385	482,423	90
001-000-201.00-000-000 AUTO AND MOBILE HOME	224,373	28,504	150,215	130,884	19,331	67
001-000-202.00-000-000 PERSONAL TAXES	434,253	(5,303)	443,714	253,314	190,400	102
001-000-203.00-000-000 AD VALOREM-DELINQUENT	0	0	193	0	193	0
001-000-210.00-000-000 PENALTIES & INTEREST	25,000	14,860	30,204	14,583	15,621	121
001-000-214.00-000-000 TAX COLLECTION COSTS	69,000	2,118	62,362	40,250	22,112	90
001-000-220.00-000-000 PRIVILEGE LICENSES	36,800	234	7,658	21,467	(13,809)	21
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	6,075	0	5,625	3,544	2,081	93
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	653,886	1,438	316,397	381,434	(65,037)	48
001-000-222.00-000-000 BUILDING PERMITS	46,800	4,970	35,506	27,300	8,206	76
001-000-224.00-000-000 LOT CLEAN UP	0	587	7,444	0	7,444	0
001-000-227.00-000-000 INSPECTION FEES	11,200	425	4,150	6,533	(2,383)	37
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	16,042	(16,042)	0
001-000-247.02-000-000 BULLET PROOF VEST	0	0	3,864	0	3,864	0
001-000-250.00-000-000 MUNICIPAL-STATE AID	15,000	0	11,847	8,750	3,097	79
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	177,600	0	88,536	103,600	(15,064)	50
001-000-260.00-000-000 GENERAL SALES TAX	4,644,146	378,777	2,732,331	2,709,085	23,246	59
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR LTD	60,000	0	0	35,000	(35,000)	0
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	20,825	675	19,707	12,148	7,559	95
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	900	1,716	8,750	(7,034)	11
001-000-271.00-000-000 ROAD & BRIDGE TAXES	246,400	7,667	221,121	143,733	77,388	90
001-000-276.00-000-000 SCHOOL PATROL	148,696	0	111,522	86,739	24,783	75
001-000-289.00-000-000 MUN COURT WARRANT OFFICER	0	0	150	0	150	0
001-000-314.05-000-000 CROSBY COMMONS RENTAL FEES	0	0	300	0	300	0
001-000-330.00-000-000 COURT FINES & FEES	208,400	0	56,668	121,567	(64,899)	27
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	1,566	13,506	13,125	381	60
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	250	99	576	146	430	230
001-000-336.01-000-000 COURT MAINTENANCE	0	0	20	0	20	0
001-000-336.05-000-000 COLLECTION FEE	250	0	724	146	578	290
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	0	0	70	0	70	0
001-000-340.00-000-000 INTEREST EARNED	15,000	603	11,436	8,750	2,686	76
001-000-346.01-000-000 WALMART GRANT TO FIRE DEPT	1,000	0	1,000	1,000	0	100
001-000-346.10-000-000 SUMMER YOUTH CAMP DONATION	0	0	100	0	100	0
001-000-348.00-000-000 DONATIONS TO POLICE DEPT	1,000	0	1,000	1,000	0	100
001-000-348.04-000-000 DONATIONS HONOR PROGRAM CROSBY COMMONS	0	0	150	0	150	0
001-000-355.00-000-000 MISCELLANEOUS INCOME	28,700	9,016	46,469	22,450	24,019	162
001-000-380.03-000-000 TRANSFER FROM UTILITY FUND	55,920	0	0	32,620	(32,620)	0
001-350-400.86-000-000 MDOT CROSBY COMMONS	0	0	263,211	0	263,211	0
001-350-400.95-000-000 DEPT OF PUBLIC SAFETY VAWA FY 2017-2018	41,785	0	25,453	24,375	1,078	61
Total Revenues	8,765,564	490,577	6,047,753	5,119,788	927,965	69

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Expenditures

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 4/27/2018**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<u>Municipal Council Expenses</u>						
PERSONNEL	64,287	4,993	36,973	37,500	527	58
SUPPLIES	1,500	0	592	875	283	39
OUTSIDE SERVICES	32,000	750	7,893	18,667	10,774	25
Total Municipal Council Expenses	97,787	5,743	45,458	57,042	11,584	46
<u>Municipal Court Expenses</u>						
PERSONNEL	268,957	22,450	165,184	156,892	(8,292)	61
SUPPLIES	4,150	46	3,346	2,421	(925)	81
OUTSIDE SERVICES	74,250	7,578	54,400	43,313	(11,087)	73
Total Municipal Court Expenses	347,357	30,074	222,930	202,626	(20,304)	64
<u>City Attorney Expenses</u>						
PERSONNEL	20,399	1,560	11,498	11,899	401	56
OUTSIDE SERVICES	20,000	450	3,760	11,667	7,907	19
Total City Attorney Expenses	40,399	2,010	15,258	23,566	8,308	38
<u>City Manager Expenses</u>						
PERSONNEL	108,301	8,318	62,083	63,175	1,092	57
SUPPLIES	6,000	196	728	3,501	2,773	12
OUTSIDE SERVICES	7,725	230	1,420	4,507	3,087	18
Total City Manager Expenses	122,026	8,744	64,231	71,183	6,952	53
<u>General Services Expenses</u>						
SUPPLIES	7,700	417	1,330	4,492	3,162	17
OUTSIDE SERVICES	21,000	6,228	17,529	12,917	(4,612)	83
Total General Services Expenses	28,700	6,645	18,859	17,409	(1,450)	66
<u>Financial Expenses</u>						
PERSONNEL	157,072	12,081	90,410	91,626	1,216	58
SUPPLIES	7,500	650	2,630	4,375	1,745	35
OUTSIDE SERVICES	57,625	2,409	37,573	33,615	(3,958)	65
Total Financial Expenses	222,197	15,140	130,613	129,616	(997)	59
<u>Grant Expenses</u>						
PERSONNEL	22,542	1,748	12,617	13,150	533	56
SUPPLIES	1,500	0	552	875	323	37
OUTSIDE SERVICES	10,100	229	4,913	5,893	980	49
Total Grant Expenses	34,142	1,977	18,082	19,918	1,836	53
<u>Code Enforcement Expenses</u>						
PERSONNEL	142,182	11,004	77,087	82,939	5,872	54
SUPPLIES	5,000	98	1,683	2,916	1,233	34
OUTSIDE SERVICES	47,975	295	3,507	27,153	23,646	7
Total Code Enforcement Expenses	195,157	11,397	82,257	113,008	30,751	42
<u>Police Administration Expenses</u>						
PERSONNEL	135,204	9,920	74,491	78,870	4,379	55
SUPPLIES	7,500	273	3,054	4,375	1,321	41

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
OUTSIDE SERVICES	4,560	0	459	2,660	2,201	10
CAPITAL OUTLAY	345,000	64,253	244,750	222,083	(22,667)	71
Total Police Administration Expenses	492,264	74,446	322,754	307,988	(14,766)	66
<u>Patrol & Investigations Expenses</u>						
PERSONNEL	1,576,230	117,058	912,864	919,468	6,604	58
SUPPLIES	107,150	8,851	58,032	62,505	4,473	54
OUTSIDE SERVICES	80,000	6,099	42,453	46,666	4,213	53
CAPITAL OUTLAY	1,267	0	1,266	1,267	1	100
Total Patrol & Investigations Expenses	1,764,647	132,008	1,014,615	1,029,906	15,291	58
<u>Domestic Violence Grant Expenses</u>						
<u>Custody of Prisoners Expenses</u>						
PERSONNEL	188,152	17,953	100,614	109,756	9,142	53
SUPPLIES	33,500	3,884	25,463	19,541	(5,922)	76
OUTSIDE SERVICES	19,500	0	5,458	11,375	5,917	28
Total Custody of Prisoners Expenses	241,152	21,837	131,535	140,672	9,137	55
<u>Alcohol Countermeasures Grant Expenses</u>						
<u>Records & Communications Expenses</u>						
PERSONNEL	393,864	27,721	209,736	229,755	20,019	53
SUPPLIES	6,500	369	1,608	3,791	2,183	25
OUTSIDE SERVICES	35,450	913	15,168	20,679	5,511	43
Total Records & Communications Expenses	435,814	29,003	226,512	254,225	27,713	52
<u>School Patrol Expenses</u>						
PERSONNEL	203,370	12,467	105,213	118,632	13,419	52
SUPPLIES	6,000	432	2,964	3,500	536	49
OUTSIDE SERVICES	1,250	64	64	730	666	5
Total School Patrol Expenses	210,620	12,963	108,241	122,862	14,621	51
<u>Animal Control Expenses</u>						
PERSONNEL	36,145	2,556	20,772	21,085	313	57
SUPPLIES	2,500	67	1,142	1,459	317	46
OUTSIDE SERVICES	42,150	3,425	24,095	24,588	493	57
Total Animal Control Expenses	80,795	6,048	46,009	47,132	1,123	57
<u>Fire Department Expenses</u>						
PERSONNEL	2,127,304	158,638	1,212,805	1,240,927	28,122	57
SUPPLIES	55,600	2,359	20,390	32,850	12,460	37
OUTSIDE SERVICES	55,773	11,576	37,888	37,000	(888)	68
CAPITAL OUTLAY	373,900	0	0	218,108	218,108	0
Total Fire Department Expenses	2,612,577	172,573	1,271,083	1,528,885	257,802	49
<u>Streets & Drainage Expenses</u>						
PERSONNEL	370,153	28,085	208,514	215,922	7,408	56
SUPPLIES	176,585	6,819	81,195	105,093	23,898	46
OUTSIDE SERVICES	68,320	6,153	36,593	41,104	4,511	54

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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
CAPITAL OUTLAY	159,350	5,000	28,293	159,350	131,058	18
Total Streets & Drainage Expenses	774,408	46,057	354,595	521,469	166,875	46
<u>Grounds & Beautification Expenses</u>						
PERSONNEL	413,749	30,321	218,825	241,353	22,528	53
SUPPLIES	88,376	11,168	41,178	51,553	10,375	47
OUTSIDE SERVICES	26,203	1,822	12,365	15,285	2,920	47
CAPITAL OUTLAY	4,145	0	0	4,145	4,145	0
Total Grounds & Beautification Expenses	532,473	43,311	272,368	312,336	39,968	51
<u>Equipment Maintenance Expenses</u>						
PERSONNEL	50,218	3,795	28,725	29,294	569	57
SUPPLIES	14,110	421	2,620	8,231	5,611	19
OUTSIDE SERVICES	2,630	30	30	1,535	1,505	1
Total Equipment Maintenance Expenses	66,958	4,246	31,375	39,060	7,685	47
<u>Transfers Expenses</u>						
OUTSIDE SERVICES	559,079	6,879	130,918	326,129	195,211	23
Total Transfers Expenses	559,079	6,879	130,918	326,129	195,211	23
<u>Aid to Other Govts Expenses</u>						
OUTSIDE SERVICES	712,120	44,465	439,344	417,945	(21,399)	62
Total Aid to Other Govts Expenses	712,120	44,465	439,344	417,945	(21,399)	62
Total Expenditures	9,570,672	675,566	4,947,037	5,682,977	735,941	52
Excess Revenue Over (Under) Expenditures	(805,108)	(184,989)	1,100,716	(583,189)	192,024	137

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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
Revenues						
405-000-340.00-000-000 INTEREST INCOME	13,000	0	7,255	7,583	(328)	56
405-000-340.04-000-000 2013 REVENUE BOND INTEREST EARNED	1,800	0	1,260	1,050	210	70
405-000-351.02-000-000 MISC TAP INCOME	15,000	0	1,550	8,750	(7,200)	10
405-000-352.00-000-000 PRCUA BILLING/AMR PAYMENTS	54,000	4,645	32,572	31,500	1,072	60
405-000-355.00-000-000 MISC INCOME	113,000	6,476	43,251	65,917	(22,666)	38
405-000-355.01-000-000 MISC INCOME BAGS	4,000	200	1,260	2,333	(1,073)	32
405-000-355.02-000-000 MISC INCOME TAPS	0	0	(500)	0	(500)	0
405-000-355.03-000-000 CROSBY COMMONS KEY FOBS	0	125	500	0	500	0
405-000-355.04-000-000 PROMOTE PICAYUNE SHIRTS	0	0	160	0	160	0
405-000-360.01-000-000 METERED SALES WATER	2,002,454	773	1,040,688	1,168,098	(127,410)	52
405-000-360.02-000-000 METERED SALES GAS	2,477,238	1,243	2,086,053	1,445,056	640,997	84
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	2,000	108	208	1,167	(960)	10
405-000-364.00-000-000 UTILITY LATE CHARGES	153,000	14,333	70,332	89,250	(18,918)	46
405-000-365.00-000-000 GARBAGE REVENUE	1,086,172	544	532,894	621,934	(89,040)	50
405-000-393.02-000-000 SALE OF EQUIPMENT & MACHINERY	0	1,837	2,566	0	2,566	0
405-350-400.88-000-000 MS DEV AUTH- CDBG -WATER DISB IMP	234,750	0	0	136,938	(136,938)	0
Total Revenues	6,136,414	30,284	3,820,049	3,579,576	240,472	62
Expenditures						
Intrafund Transfers Expenses						
TRANSFERS	55,920	0	0	32,620	32,620	0
Total Intrafund Transfers Expenses	55,920	0	0	32,620	32,620	0
Utility Administration Expenses						
PERSONNEL	620,064	49,588	369,289	361,704	(7,585)	60
SUPPLIES	29,000	891	24,671	16,917	(7,754)	85
OUTSIDE SERVICES	96,420	15,646	71,717	55,329	(16,388)	74
Total Utility Administration Expenses	745,484	66,125	465,677	433,950	(31,727)	62
Director of Public Works Expenses						
PERSONNEL	179,386	14,108	105,194	104,641	(553)	59
SUPPLIES	19,700	550	5,861	11,492	5,631	30
OUTSIDE SERVICES	52,950	619	18,950	30,888	11,938	36
CAPITAL OUTLAY	2,567	743	743	2,567	1,824	29
Total Director of Public Works Expenses	254,603	16,020	130,748	149,588	18,840	51
Water Regulations Expenses						
PERSONNEL	48,129	4,153	29,890	28,075	(1,815)	62
SUPPLIES	40,050	310	15,574	23,363	7,789	39
OUTSIDE SERVICES	5,900	298	2,513	3,442	929	43
Total Water Regulations Expenses	94,079	4,761	47,977	54,880	6,903	51

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<u>Well and Pump Maintenance Expenses</u>						
SUPPLIES	19,900	1,860	5,620	11,607	5,987	28
OUTSIDE SERVICES	30,050	(3)	14,576	17,530	2,954	49
Total Well and Pump Maintenance Expenses	49,950	1,857	20,196	29,137	8,941	40
<u>Sewer Construction Expenses</u>						
<u>Utility Construction Expenses</u>						
PERSONNEL	182,498	16,268	116,315	106,458	(9,857)	64
SUPPLIES	47,545	11,621	27,781	27,735	(46)	58
OUTSIDE SERVICES	24,300	608	8,175	14,175	6,000	34
CAPITAL OUTLAY	93,000	0	70,454	54,250	(16,204)	76
Total Utility Construction Expenses	347,343	28,497	222,725	202,618	(20,107)	64
<u>Water Operations Expenses</u>						
PERSONNEL	226,456	18,640	132,859	132,100	(759)	59
SUPPLIES	166,070	8,035	190,983	112,708	(78,255)	115
OUTSIDE SERVICES	28,040	10,838	24,342	20,498	(3,844)	87
CAPITAL OUTLAY	4,570,072	17,343	268,649	2,770,072	2,501,423	6
Total Water Operations Expenses	4,990,638	54,856	616,813	3,035,378	2,418,565	12
<u>Gas Operations Expenses</u>						
PERSONNEL	300,293	18,982	139,044	175,171	36,127	46
SUPPLIES	1,515,020	180,058	1,166,104	883,763	(282,341)	77
OUTSIDE SERVICES	64,650	2,510	23,450	37,712	14,262	36
CAPITAL OUTLAY	240,592	33,108	148,141	166,425	18,284	62
Total Gas Operations Expenses	2,120,555	234,658	1,476,739	1,263,071	(213,668)	70
<u>Garbage Expenses</u>						
GARBAGE EXPENSES	946,302	81,591	567,682	552,010	(15,672)	60
Total Garbage Expenses	946,302	81,591	567,682	552,010	(15,672)	60
<u>Loan Interest Expenses</u>						
INTEREST EXPENSE	108,483	3,026	58,271	63,282	5,011	54
Total Loan Interest Expenses	108,483	3,026	58,271	63,282	5,011	54
Total Expenditures	9,713,357	491,391	3,606,828	5,816,534	2,209,706	37
Excess Revenue Over (Under) Expenditures	(3,576,943)	(461,107)	213,221	(2,236,958)	(1,969,234)	6

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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.

APPROVAL OF DOCKET

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to approve the May 1, 2018 docket in the amount of \$682,831.46.

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.

MOTION TO ADVANCE POLICE DEPARTMENT ITEMS TO BEFORE THE CITY MANAGER ITEMS

Motion was made by Council Member Valente, seconded by Council Member Gouguet to advance the Police Department agenda items to before the City Manager items.

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.

AUTHORIZE MAJOR CHARLES RAY CARLISLE TO PURCHASE HIS ASSIGNED DUTY WEAPON

Motion was made by Council Member Breland, seconded by Council Member Valente to authorize Major Charles Ray Carlisle to purchase his assigned duty weapon, a Glock Model 21, Serial # HVH 864, for \$1.00 in accordance with MS State Statute 45-9-131. Mr. J.P. Burns paid the \$1.00.

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 BUREAU OF JUSTICE FY 2018 BULLETPROOF VEST PARTNERSHIP GRANT

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve the request to apply for the Bureau of Justice FY 2018 Bulletproof Vest Partnership Grant.

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 OUT OF STATE TRAVEL FOR DET. J. STOCKSTILL AND DET. S. LEDET

Motion was made by Council Member Breland, seconded by Council Member Bumpers to approve out of state travel for Det. J. Stockstill and Det. S. Ledet to attend an R.C.T.A. Civil Rights/Interview Class May 21-23, 2018 at the St. Tammany Parish Sheriff's Office at no cost to the taxpayers.

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 ENGINEERING AGREEMENT FOR DESIGN AND CONSTRUCTION PHASE ENGINEERING, MATERIAL TESTING, AND GEOTECHNICAL INVESTIGATION FOR STREET B PROJECT

Motion was made by Council Member Gouguet, seconded by Council Member Valente to approve the Engineering Agreement for Design and Construction Phase Engineering, Material Testing, and Geotechnical Investigation for the base and paving project on Street B and authorize Mayor to sign the same.



April 23, 2018

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

RE: City of Picayune
Base and Paving Improvements for Heavy Traffic
Industrial Park, Street "B"
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 Engineering

Dungan Engineering, PA shall provide final engineering and surveying necessary for the development of the construction drawings, details, and specifications for the Base and Paving Improvements for Heavy Traffic on Street "B" in the City of Picayune Industrial Park. The design shall be based on the attached Engineer's Opinion of Probable Cost. Dungan Engineering, PA shall prepare and furnish to the City an updated cost estimate of all work included in the completed drawings, specifications, and contract documents.

II. Geotechnical Investigation

Dungan Engineering, PA shall provide a geotechnical investigation required for the Base and Paving Improvements for Heavy Traffic on Street "B" in the City of Picayune Industrial Park. The geotechnical investigation shall provide the existing centerline soil profile data in order to complete the design of the base and paving for the project.

III. Construction Phase Engineering

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.

IV. Material Testing Construction Phase

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.

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V. 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 I through Item VII. These services shall include but not be limited to the following:

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.

VI. 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 Engineering (4.8%) -	\$ 7,281.00
▪ Construction Phase Engineering (7.2%)	\$ 10,921.50
▪ Material Testing(3%)	\$ 4,550.63
▪ Geotechnical Investigation for Base and Pavement Design	<u>\$ 3,000.00</u>
▪ Total	\$ 25,753.13

The fees above are based on Dungan Engineering, PA's Preliminary Construction Estimate for the scope of work. (\$159,271.88).

VII. 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.

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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 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 I through Item VII.

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 IX, 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

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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.

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

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

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

Sincerely,

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

Accepted By _____
City of Picayune

Enclosures

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GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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



SCHEDULE OF HOURLY RATES

Professional Services (Engineering)

Principal Engineer (When Applicable).....	\$175.00/Hr.
Professional Engineer	\$125.00/Hr.
Engineer (E.I.)	\$95.00/Hr.
Senior Engineering Technician	\$95.00/Hr.
Engineering Technician II	\$70.00/Hr.
Engineering Technician I.....	\$65.00/Hr.
Construction Inspector.....	\$65.00/Hr.

Professional Services (Surveying & Mapping - Office)

Survey Manager (P.L.S.).....	\$125.00/Hr.
Professional Land Surveyor (P.L.S.).....	\$125.00/Hr.

Professional Services (Surveying & Mapping - Field)

Survey Crew	\$150.00/Hr.
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Overhead Powerline Staking

Sr. Engineering/Staking Technician	\$95.50/Hr.
Engineering/Staking Technician I	\$74.25/Hr.
Staking Crew (2 Person).....	\$139.00/Hr.
Staking Crew (3 Person).....	\$160.00/Hr.
CAD Technician	\$72.10/Hr.
Engineer.....	\$139.00/Hr.
Survey Instrument/Rodman.....	\$53.50/Hr.

Testing

Construction Materials Testing Engineer (Registered Engineer)	\$125.00/Hr.
Construction Materials Testing Laboratory Manager.....	\$100.00/Hr.
Construction Materials Senior Testing Technician.....	\$95.00/Hr.
Construction Materials Testing Technician.....	\$63.00/Hr.

- Rates are based on an 8 hour work day - 40 hour work week.
- All OVERTIME will be charged at 1.5 times the above quoted rates.
- Travel Time Shall Be Billed both to and from Destination.
- Site specific safety and hazardous material training and equipment are client reimbursable at actual cost.
- Per Diem will be based on current GSA rates.

Revised: 12/15/17

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P (601) 731-2600 | F (601) 736-6501



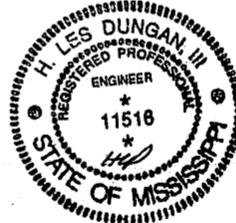
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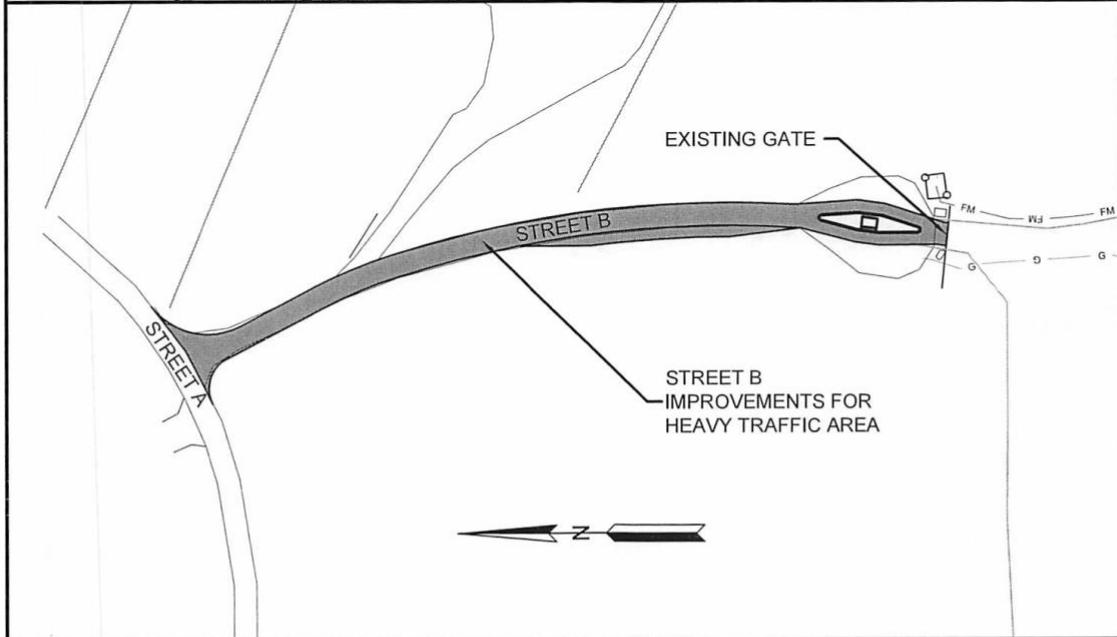
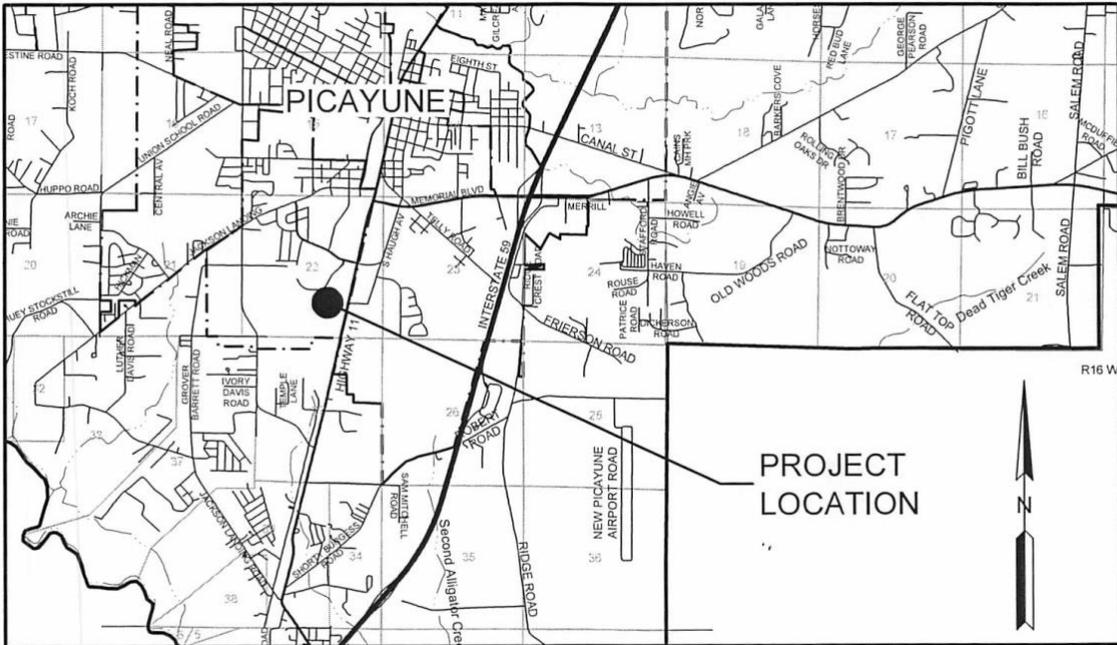
**Engineers Opinion of Probable Cost
 Street B Improvements for Heavy Traffic
 in Association with Shale Support Services
 City of Picayune, MS**

Construction Items				
Description	Plan	Unit	Amount	Cost
Mobilization	1	LS	\$20,000.00	\$20,000.00
Maintenance of Traffic	1	LS	\$5,000.00	\$5,000.00
Excess Excavation (FM)	200	Cu. Yd.	\$10.00	\$2,000.00
Portland Cement (6% by Weight)	125	Ton	\$155.00	\$19,375.00
Roadbed Reclamation	2,900	Sq. Yd.	\$3.50	\$10,150.00
Curing Seal	1,100	Gal	\$3.00	\$3,300.00
Blotter Material	205	Cu. Yd.	\$12.00	\$2,460.00
Hot Bituminous Pavement (ST, 9.5 mm) (3.0")	450	Ton	\$90.00	\$40,500.00
Hot Bituminous Pavement (ST, 19 mm) (3.0")	465	Ton	\$86.00	\$39,990.00
Roadway Striping	1	LS	\$5,500.00	\$5,500.00
Shoulder Grading & Minor Earthwork	1,450	LF	\$1.25	\$1,812.50
Seeding, Fertilizing, & Mulching	0.5	Acres	\$3,200.00	\$1,600.00
Total Estimated Construction Cost				\$151,687.50
Non-Construction Items				
Design Phase Engineering (4.8 %)				\$7,281.00
Construction Phase Engineering (7.2 %)				\$10,921.50
Materials Testing (3%)				\$4,550.63
Railroad Right of Entry Permit Geotechnical Investigation				\$3,000.00
Construction Contingencies (5%)				\$7,584.38
Total Engineering Services				\$33,337.50
Total Estimated Project Cost				\$185,025.00

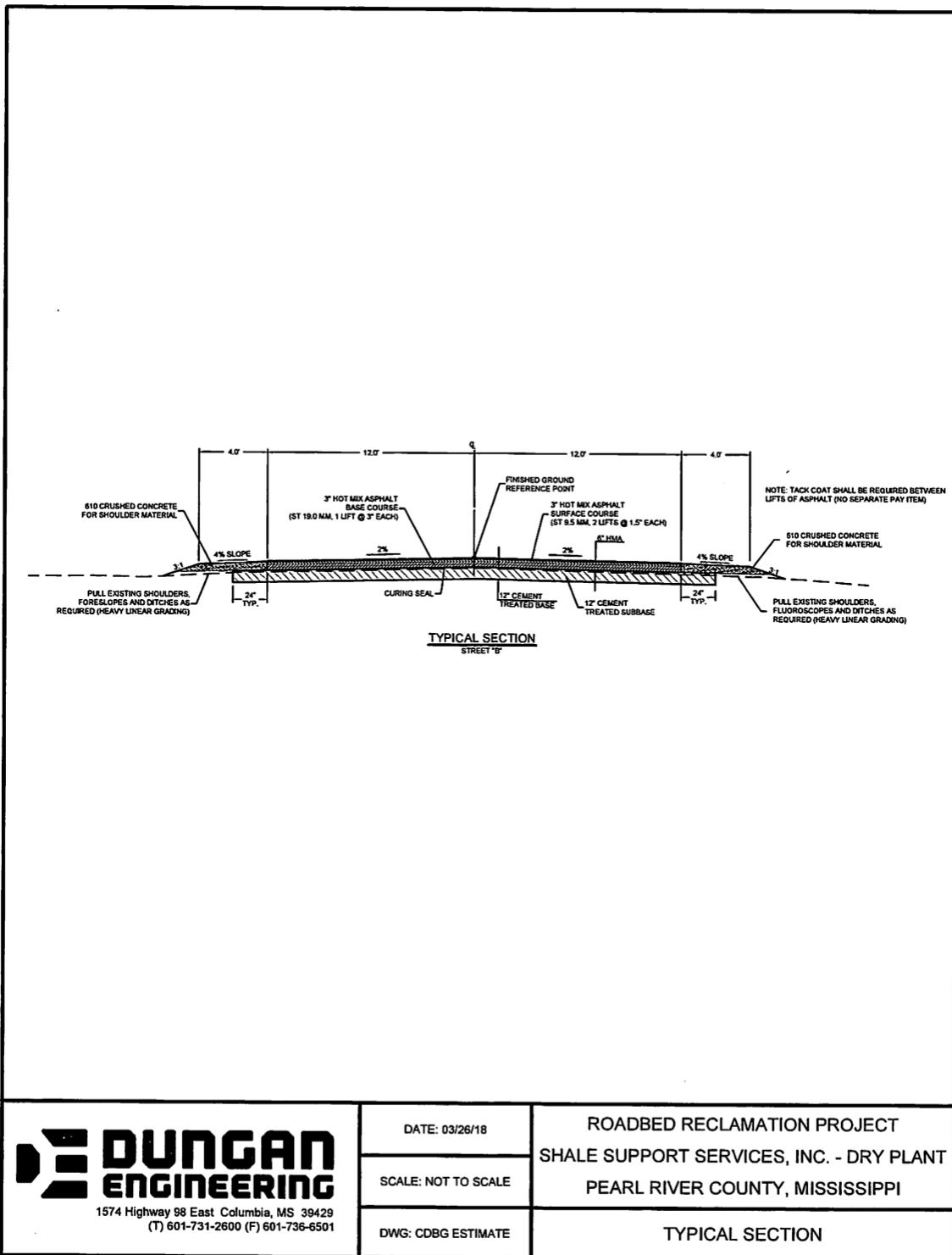
This cost information and associated preliminary design was developed in accordance with the engineering guidelines provided by the 2017 CDBG Program Manual

Prepared By: 
 Date: 3/24/18





 1574 Highway 98 East, Columbia, MS 39429 (T) 601-731-2600 (F) 601-736-6501	DATE: 03/26/18	ROADBED RECLAMATION PROJECT SHALE SUPPORT SERVICES, INC. - DRY PLANT PEARL RIVER COUNTY, MISSISSIPPI
	SCALE: NOT TO SCALE	
	DWG: CDBG ESTIMATE	LOCATION MAP



 1574 Highway 88 East Columbia, MS 39429 (T) 601-731-2600 (F) 601-736-6501	DATE: 03/26/18	ROADBED RECLAMATION PROJECT
	SCALE: NOT TO SCALE	SHALE SUPPORT SERVICES, INC. - DRY PLANT
	DWG: CDBG ESTIMATE	PEARL RIVER COUNTY, MISSISSIPPI
		TYPICAL SECTION

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 REQUEST TO ADVERTISE FOR BIDS FOR THE REPAIR OF STREET B

Motion was made by Council Member Valente, seconded by Council Member Stevens to approve the request for approval to advertise for bids for the repair and reconstruction of Street B.

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 INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PICAYUNE AND PEARL RIVER COUNTY UTILITY AUTHORITY

Motion was made by Council Member Bumpers, seconded by Council Member Gouguet to approve an Interlocal Cooperation Agreement by and between the City of Picayune and Pearl River County Utility Authority in conjunction with the U.S. Highway 11 Utility Relocation Project and authorize Mayor to sign the same.

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into by and between the **CITY OF PICAYUNE, MISSISSIPPI** ("*the City*"), a municipal corporation of the State of Mississippi, acting by and through its duly elected and serving Mayor and City Council, and the **PEARL RIVER COUNTY UTILITY AUTHORITY** ("*the Authority*"), a non-profit political subdivision of the State of Mississippi, acting by and through its duly appointed and serving Board of Directors.

WITNESSETH:

WHEREAS, the City and the Authority are authorized pursuant to Section 17-13-1, *et seq.*, Mississippi Code of 1972, as amended (the "*Interlocal Act*"), to contract with each other on a basis of mutual advantage and thereby provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Mississippi Department of Transportation ("*MDOT*") has decided to expand U.S. Highway 11 in and around the City of Picayune, Mississippi, which will require the relocation of certain underground utility service lines along U.S. Highway 11 in and around the City of Picayune, Mississippi; and

WHEREAS, the City and the Authority desire to jointly undertake the work to bid out, award, oversee, and pay for the work under a contract to relocate certain underground utility along U.S. Highway 11 in and around the City of Picayune, Mississippi ("*the Project*"); and

WHEREAS, the City and the Authority have determined that it is in both the City's and the Authority's best interests to have a single contractor perform the work of the Project at one time, since in many cases, the Project will require the relocation of water, sewer, and gas utility lines, all within a ten-foot-wide (10') path along U.S. Highway 11; and

WHEREAS, the City and the Authority desire to and hereby do enter into this Interlocal Cooperation Agreement (this "*Agreement*"), wherein the City and the Authority agree to the terms and conditions for the award of a contract for the Project, the prosecution of the work of the Project, and the payment of the costs of the Project.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the above and the mutual covenants and promises contained herein, the City and the Authority do hereby agree as follows:

1. PURPOSE: The purpose of this Agreement is to define the responsibilities of the City and the Authority with respect to the relocation and construction of various utility service lines pursuant to a contract for the performance of the work of the Project.

2. **STATUTORY AUTHORITY:** The City and the Authority are authorized to enter into and fulfill the terms of this Agreement under the authority of the Interlocal Act.

3. **PROJECT:** The Project shall be known as the "Picayune Highway 11 Utility Relocation Project," which will be located along U.S. Highway 11 in and around the City of Picayune, Mississippi, and which will include the relocation and construction of underground utility service lines, including water, sewer, and gas lines.

4. **DURATION:** This Agreement shall be in force and effect until the Project is completed, subject to the timeline of the Project stated hereinbelow.

5. **CONTRACT FOR PROJECT:** The City shall be the owner of the Project. The City shall bid-out and award the contract for the Project and oversee the work of the Project through its City Manager and City Engineer (who is also the Authority's engineer). The contractor chosen by the City shall be responsible for performing all the work of the Project on behalf of both the City and Authority. The Authority shall not be responsible for performing any contracting, work, or oversight on the Project. The Authority shall pay the City Engineer directly for Construction Engineering and Inspection Services for the sewer work items.

6. **COST OF PROJECT:** The City shall be responsible for the cost of the relocation and construction of the water and gas lines in the Project, and the Authority shall be responsible for the cost of the relocation and construction of the sewer lines in the Project. The City shall submit monthly invoices to the Authority for the Authority's portion of the cost of the Project.

7. **TIMELINE:** The timeline for the bidding, award, and prosecution of the contract for the Project shall be as follows:

May 1, 2018 – City Council Authorizes to Advertise Bids for the Project
June 5, 2018 – City Council Receives Bids for the Project
June 19, 2018 – City Council Awards Contract for the Project
July 2, 2018 – City Council Issues Notice to Proceed with the Project
December 31, 2018 – Project Completion Date

8. **ADMINISTRATION:** This Agreement shall be administered as a joint undertaking of the City and the Authority. No separate legal or other entity is created by this Agreement.

9. **CITY'S OBLIGATIONS:** The City shall have the following obligations and responsibilities:

- a. The City is designated as the legal entity assigned the responsibility for administration of this joint undertaking, and the City Clerk of the City is hereby

designated as the officer to receive, disburse, and account for the funds of the undertaking in the manner prescribed by law.

- b. The City shall issue monthly invoices to the Authority for the Authority's share of the cost of the Project, which shall be the cost for the work performed for the relocation and construction of the sewer lines in the previous month.
- c. All real or personal property acquired for purposes of the joint undertaking, if any, shall be acquired, leased, or owned by the City and shall be maintained by the City.
- d. Upon the expiration of this Agreement, all interests in any real or personal property acquired for the purpose of the joint undertaking, if any, shall remain with the City.
- e. The City shall provide documentation to the Authority for any expenditure made with respect to this Agreement.
- f. The City shall employ reasonable efforts to facilitate the timely completion of the Project. The City will do so through customary actions, including without limitation the adoption of appropriate resolutions and such other procedures and documents as may be required by law.

10. AUTHORITY'S OBLIGATIONS: The Authority shall have the following obligations and responsibilities:

- a. The Authority shall pay the City for the Authority's share of the cost of the Project, which shall be the full cost for the relocation and construction of the sewer lines, within fifteen (15) days after receipt of each monthly invoice from the City.
- b. The Authority shall provide for the timely payment of the Authority's share monthly to the City Clerk of the City, so as to enable the City to make timely payment of the cost of the Project to the contractor chosen by the City.

11. AMENDMENT: This Agreement may be amended only by mutual written consent of the City and the Authority.

12. GOVERNING LAW: This Agreement shall be construed, interpreted, and governed by the laws of the State of Mississippi.

13. EFFECTIVE DATE: This Agreement shall become effective from and after the date it has been approved by the governing authorities of the City and the Authority, and by the

Attorney General of the State of Mississippi as required by Section 17-13-11 of the Interlocal Act, and when it has been filed as otherwise provided by the Interlocal Act.

14. **COUNTERPARTS:** This Agreement may be executed by the parties hereto using multiple counterparts.

THIS AGREEMENT IS ENTERED into this, the 1ST day of MAY, 2018.

CITY OF PICAYUNE, MISSISSIPPI

By: Ed Pinero
Mayor

ATTEST:

By: [Signature]
City Clerk

PEARL RIVER COUNTY UTILITY AUTHORITY

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary

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 ADVERTISE REQUEST FOR PROPOSALS FOR SOLID WASTE SERVICES AND APPOINT EVALUATION COMMITTEE

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve request to advertise Request for Proposals for Solid Waste Services and appoint Eric Morris, Amber Hinton, Harvey Miller and Keith Brown to the evaluation committee.

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.

OPEN PUBLIC HEARING FOR PROPERTY CLEAN UP

Motion was made by Council Member Valente, seconded by Council Member Stevens to open a public hearing on property clean up.

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.

MOTION TO DECLARE 203 S. GRAY AVE. A PUBLIC NUISANCE

Motion was made by Council Member Valente, seconded by Council Member Gouguet to declare 203 S. Gray Ave. PPIN 48983 a public nuisance.

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.

MOTION TO DECLARE 1808 EVANGELINE RD. A PUBLIC NUISANCE

Motion was made by Council Member Valente, seconded by Council Member Stevens to declare 1808 Evangeline Rd. PPIN 22396 a public nuisance.

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.

MOTION TO DECLARE 103 COUNTRY CLUB DR. A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to declare 103 Country Club Dr. PPIN 21612 a public nuisance.

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.

MOTION TO DECLARE TWO PARCELS ON JARRELL ST A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to declare two parcels on Jarrell St. 6175150030402800, PPIN 24483 and 6175150030402901, PPIN 55119 a public nuisance.

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.

MOTION TO DECLARE 191 WESTCHESTER DR. A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Valente to declare 191 Westchester Dr. PPIN 22831 a public nuisance.

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.

MOTION TO APPROVE REQUEST TO ADVERTISE FOR BIDS FOR THE TAXIWAY AT PICAYUNE MUNICIPAL AIRPORT

Motion was made by Council Member Breland, seconded by Council Member Bumpers to approve the request to advertise for bids for the construction of the new taxiway at the Picayune Municipal Airport.

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 APPROVE REQUEST TO ADVERTISE FOR BIDS FOR UTILITY RELOCATION PROJECT ALONG HWY 11

Motion was made by Council Member Breland, seconded by Council Member Bumpers to approve request to advertise for bids for the Utility Relocation Project along Hwy 11.

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 APPROVE CHANGE ORDER FOR THE PICAYUNE POLICE DEPARTMENT ROOF REPLACEMENT PROJECT

Motion was made by Council Member Breland, seconded by Council Member Gouquet to approve a change order for the Picayune Police Department Roof Replacement Project.



COP#1-17216-03 Picayune PD Reroof, Picayune, MS.doc

Change Order Proposal

Proposal No. 17216-001

To: Jonathan Hickman
Dungan Engineering

Project: Picayune Police Department
Picayune, MS

Re: Removal of LWC and Associated Work

We hereby propose to:

- Remove existing LWC down to existing concrete deck.
- Prime concrete deck.
- Give credit back for materials not used- base sheet and base sheet fasteners
- Includes extra dumpsters and dingo rental cost
- Includes additional 1 1/2" ISO base layer to increase min thickness to 3" min to accommodate for the conduit on the deck.

Excluded from this proposal:

- Any replacement of damaged blocking, decking, or framing.
- Any work to electrical conduit.

Notes:

- E. Cornell Malone Corp. reserves the right to withdraw this proposal if not accepted within thirty (30) days.

Roofing by GC

Materials	\$ 2,942.00
Labor	\$ 37,498.00
Equipment	\$ 13,481.00
OH/Markup @ 15%	\$ 8,088.15
Subtotal Amount:	\$ 62,009.15 (\$5.96/sf)
Back-charge from leak	(\$ 1,491.83)
Add to Contract Amount:	\$ 60,517.32

Additional Days: 16 days

Quoted By: *Michael Federowski* 3/30/18
Michael Federowski Date

Acceptance of Proposal: By signing below, the above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made within 30 days of invoice and shall be based on a percentage of completion less a 5% retainage, and the final payment is due 10 days after completion of all work and the final billing. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strike, accidents, or delays beyond our control. Owner shall carry fire, tornado, and builders risk insurance.

Acceptance: _____
Signature Date

*** 439 Dory Street Jackson, MS 39201 Ph. (601) 352-5940 Fax (601) 352-5944
 910 Scott Street Hattiesburg, MS 39401 Ph. (601) 544-1188 Fax (601) 545-2205
 2550 N. Palafox St. Pensacola, FL 32501 Ph. (850) 429-1577 Fax (850) 429-1578

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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 REQUEST TO APPLY FOR A GRANT FROM THE LOWER PEARL RIVER VALLEY FOUNDATION FOR FUNDING IMPROVEMENTS AT COMMUNITY PARKS

Motion was made by Council Member Bumpers, seconded by Council Member Breland to approve request to apply for a grant from the Lower Pearl River Valley Foundation for funding improvements at Leola Jordan Park, J.P. Johnson Park, Friendship Park and Ben Taylor Park.

The following roll call was made:

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

VOTING NAY: Council Members Valente, Stevens and Gouquet

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion did not pass for lack of votes.

MOTION TO RECESS

Motion was made by Council Member Valent, seconded by Council Member Gouquet to recess until Tuesday, May 15, 2018 at 5:00 pm.

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.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk