

**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, March 20, 2018, at 5:00 p.m. in regular session with the following officials present: Mayor Pro Temp Wayne Gouguet, Council Members Lynn Bumpers, Jan Stevens, Larry Breland, City Manager Jim Luke and City Clerk Amber Hinton. Council Member Tammy Valente was absent. Mayor Ed Pinero attended via cellular phone therefore Mayor Pro Temp Wayne Gouguet presided over the meeting.

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

Opening prayer was given by Father Jon Filkins, followed by the Pledge of Allegiance led by Council Member Larry Breland.

AT THIS TIME COUNCIL MEMBER VALENTE JOINED THE MEETING VIA CELLULAR PHONE

ORDER TO APPROVE MINUTES

Motion was made by Council Member Bumpers, seconded by Council Member Stevens to approve the Minutes for the City of Picayune dated March 6, 2018

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT

Motion was made by Council Member Bumpers, seconded by Council Member Stevens to acknowledge receipt of monthly Privilege License report for the month of February 2018.

City of Picayune
 Browse Receipts [GENERAL FUND - OPERATING, Mail - Is, by Date] Page: 1

Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date
Dep 702538	2/01/2018	GENERAL FUND - OPERATING	Mail - Is	Check	0000677	19107		BEAUTY BOX, THE	2017-2018 priv license		35.10	2/05/2018
Dep 702540	2/02/2018	GENERAL FUND - OPERATING	Mail - Is	Check	11672215	27769		RITE AID PHARMACY #7222	2017-2018 priv license		395.00	2/05/2018
Dep 702551	2/12/2018	GENERAL FUND - OPERATING	Mail - Is	Cash		05281		GRANNY G'S SNOWBALL			22.80	3/05/2018
Dep 702552	2/14/2018	GENERAL FUND - OPERATING	Mail - Is	Check	0107425	05555		POPEYE F F CHICKEN	2017-2018 PRIV LICENSE		81.00	3/05/2018
Dep 702553	2/15/2018	GENERAL FUND - OPERATING	Mail - Is	Cash		28079		CARTEX, LLC	2017-2018 PRIV LICENSE		22.80	3/05/2018
Dep 702554	2/06/2018	GENERAL FUND - OPERATING	Mail - Is	Cash		16246		HACKNEY JR, KENNETH L	2017-2018 PRIV LICENSE		22.60	3/05/2018
											579.30	

8

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS REQUEST REPORT

REGULAR MEETING MARCH 20, 2018

Motion was made by Council Member Bumpers, seconded by Council Member Stevens to acknowledge receipt of monthly Public Records Request report for the month of February 2018.

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS FEBRUARY 2018				
<u>DATE</u>	<u>PERSON REQUESTING</u>	<u>SUBJECT MATTER</u>	<u>DATE FILLED/ DENIED</u>	<u>ACTION</u>
02/14/18	LEXIS NEXIS	ACCIDENT REPORT # 2018-01-1401	02/14/18	APPROVED
02/14/18	LEXIS NEXIS	ACCIDENT REPORT # 2018-01-2167	02/14/18	APPROVED
02/14/18	LEXIS NEXIS	ACCIDENT REPORT # 2018-02-0216	02/14/18	APPROVED
02/14/18	SHONTELL NIXON	RECORD'S CHECK	02/14/18	APPROVED
02/09/18	METROPOLITAN REPORTING BUREAU	INCIDENT REPORT # 2018-01-0639	02/09/18	APPROVED
02/09/18	FARM BUREAU	ACCIDENT REPORT # 2018-01-2167	02/09/18	APPROVED
02/28/18	PROGRESSIVE INSURANCE COMPANY	ACCIDENT REPORT # 2017-12-1597	02/08/18	APPROVED
02/05/18	KELLI SMITH	CREDIT CARD FRAUD REPORT # 2018-01-2386	02/05/18	APPROVED
02/08/18	FARM BUREAU	ACCIDENT REPORT # 2018-01-1281	02/08/18	APPROVED
02/08/18	FARM BUREAU	ACCIDENT REPORT # 2018-01-1995	02/08/18	APPROVED
02/07/18	CARLA BROWN	RECORD'S CHECK	02/07/18	APPROVED
02/07/18	KEY POINT GOV'T	RECORD'S CHECK	02/07/18	APPROVED
02/07/18	LEXIS NEXIS	ACCIDENT REPORT # 2018-01-0642	02/07/18	APPROVED
02/07/18	LEXIS NEXIS	INCIDENT REPORT # 2018-01-1239	02/07/18	APPROVED
02/07/18	LEXIS NEXIS	ACCIDENT REPORT # 2018-01-0642	02/07/18	APPROVED
02/07/18	KELLI SMITH	ACCIDENT REPORT # 2018-02-0197	02/07/18	APPROVED
02/08/18	LEXIS NEXIS	ACCIDENT REPORT # 2018-01-1720	02/08/18	APPROVED
02/08/18	LEXIS NEXIS	INCIDENT REPORT # 2018-01-1239	02/08/18	APPROVED
02/08/18	LEXIS NEXIS	ACCIDENT REPORT # 2018-01-1997	02/08/18	APPROVED
02/08/18	LEXIS NEXIS	ACCIDENT REPORT # 2018-001-1997	02/08/18	APPROVED
02/08/18	LEXIS NEXIS	ACCIDENT REPORT # 2018-01-2317	02/08/18	APPROVED
02/08/18	CAROLYN LOWERY	ACCIDENT REPORT # 2018-02-0112	02/05/18	APPROVED
02/01/18	BRANDY HOUTZ	BACKGROUND CHECK	02/01/18	APPROVED
02/02/18	LEXIS NEXIS	ACCIDENT REPORT # 2018-01-1402	02/02/18	APPROVED
02/02/18	METROPOLITAN REPORTING BUREAU	INCIDENT REPORT # 2018-01-1136	02/02/18	APPROVED
02/02/18	LEXIS NEXIS	ACCIDENT REPORT # 2018-01-1678	02/02/18	APPROVED
02/15/18	LEXIS NEXIS	ACCIDENT REPORT # 2018-01-1783	02/15/18	APPROVED
02/15/18	LEXIS NEXIS	ACCIDENT REPORT # 2018-01-0645	02/15/18	APPROVED
02/15/18	LEXIS NEXIS	ACCIDENT REPORT # 2018-01-0200	02/15/18	APPROVED
02/02/18	LEXIS NEXIS	ACCIDENT REPORT # 2018-01-1667	02/02/18	APPROVED
02/02/18	LEXIS NEXIS	ACCIDENT REPORT # 2018-01-1506	02/02/18	APPROVED
02/19/18	FAITH JUSTICE	ACCIDENT REPORT # 2018-02-0397	02/19/18	APPROVED
02/20/18	ELIZABETH JARRELL	ACCIDENT REPORT # 2018-02-1130	02/20/18	APPROVED
02/21/18	CECILIA JOHNSON	ACCIDENT REPORT # 2018-02-0198	02/21/18	APPROVED
02/26/18	CRISSY HAYNES	RECORD'S CHECK & FINGERPRINTS	02/26/18	APPROVED
02/26/18	TAMMY BARADELL	RECORD'S CHECK	02/26/18	APPROVED
02/26/18	LISA ADAMS	RECORD'S CHECK	02/26/18	APPROVED
02/26/18	SAVANNAH PETERSON	ACCIDENT REPORT # 2018-02-1734	02/26/18	APPROVED
02/28/18	FRANK MCDONALD	ACCIDENT REPORT # 2018-02-0413	02/26/18	APPROVED
02/28/18	PICAYUNE HOUSING AUTHORITY	FINGERPRINTS & RECORD CHECKS	02/28/18	APPROVED

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT COPY OF APPROVED MINUTES FROM PLANNING COMMISSION DATED NOVEMBER 11, 2017

Motion was made by Council Member Bumpers, seconded by Council Member Stevens to accept copy of approved minutes from Planning Commission dated November 11, 2017.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT COPY OF MINUTES FROM PLANNING COMMISSION DATED MARCH 13, 2018

Motion was made by Council Member Bumpers, seconded by Council Member Stevens to accept copy of minutes from Planning Commission dated March 13, 2018.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

BUY BACK CEMETERY PLOTS

Motion was made by Council Member Bumpers, seconded by Council Member Stevens to buy back cemetery plots in the amount of \$600.00 from Arden Hill who no longer needs them (lot 10, plots 10G & 10H, block TT and lot 42, plot 2, block P in the New Palestine 3rd Addn.)

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FOR THE PICAYUNE MAIN STREET BI-ANNUAL STREET FESTIVAL

Motion was made by Council Member Bumpers, seconded by Council Member Stevens to approve the request from Picayune Main Street, Inc. to hold bi-annual street festival on the weekend of April 7 & 8, 2018.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO SUBMIT APPLICATION TO BECOME A KEEP AMERICA BEAUTIFUL AFFILIATE

Motion was made by Council Member Bumpers, seconded by Council Member Stevens to approve the request to submit application to become a Keep America Beautiful affiliate and authorize Mayor to sign a letter of support.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME, COUNCIL MEMBER BRELAND RECUSED HIMSELF AND LEFT THE MEETING

APPROVE REQUEST FROM 3L INVESTMENT GROUP, LLC TO RESUBDIVIDE

Motion was made by Council Member Bumpers, seconded by Council Member Stevens to accept Planning Commission recommendation to approve request from 3L Investment Group, LLC to re-subdivide and combine (2) parcels. PPINs 24658 and 24659 located at 513 and 517 Weems St. which is zoned R-3 (Multi-Family Residential).

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Breland

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM LARRY E BRELAND II TO RE-SUBDIVIDE

Motion was made by Council Member Bumpers, seconded by Council Member Stevens to accept Planning Commission recommendation to approve request from Larry Breland II to re-subdivide (2) parcels into (2) conforming parcels. PPINs 24648 and 24649 located on Jarrell St. which is zoned R-3 (Multi-Family Residential).

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Mayor Ed Pinero, Council Members Valente, Bumpers and Stevens

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Breland

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME COUNCIL MEMBER BRELAND RETURNED TO THE MEETING

APPROVE REQUEST FROM RESURRECTION LIFE MINISTRIES TO RE-ZONE A PARCEL

Motion was made by Council Member Bumpers, seconded by Council Member Stevens to accept Planning Commission recommendation to approve request from Resurrection Life Ministries to re-zone a parcel which currently has R-2 (Two Family Residential) and C-3 (Highway Commercial) zoning. Request to re-zone to C-3 (Highway Commercial). PPIN 44636 located at 1403 South Haugh Avenue.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE BIDDING PHASE AND CONSTRUCTION AND MATERIAL TESTING PHASE CONSULTING CONTRACT FOR THE AIRPORT IMPROVEMENT PROJECT

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to approve the Bidding Phase and Construction & Material Testing Phase Consulting Contract for the Airport Improvement Project 3-28-0060-019-FY 2017.

CONSULTANT AGREEMENT

Airport Improvement Program (AIP) Project No. 3-28-0060-019-2017

Picayune Municipal Airport

THIS CONTRACT is made and entered into by and between the consulting firm of Dungan Engineering, PA of Picayune, MS, hereinafter called the "Consultant" and the City of Picayune, MS, hereinafter called the "Sponsor".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1: GENERAL

The Sponsor agrees to employ the Consultant to provide the services described in Sections 2 through 21 for the following project.

Bidding Phase and Construction Engineering & Material Testing Phase

Brooks Wallace, PE will represent the Consultant as Project Manager in the performance of this agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for directing and coordinating all the activities necessary to complete this project.

The Consultant will provide all equipment and personnel necessary to do the tasks listed herein, except as otherwise provided. The Consultant shall be responsible for the quality, accuracy and coordination of the design, drawings, reports, surveys and other items furnished as part of this agreement.

SECTION 2: PRELIMINARY PHASE

Not Applicable.

SECTION 3: DESIGN PHASE

Under this phase, the Consultant agrees to prepare the necessary construction plans and contract documents that will include special and general conditions, construction specifications, contract forms, labor provisions, notice to bidders and proposal forms for the airport improvements listed in Section 1.

The Consultant will affix the seal of a registered Professional Engineer licensed to practice in the State of Mississippi to the construction plans and specification/contract bound volume. The Consultant agrees to provide the following services:

- a. Confer with the Sponsor, Mississippi Department of Transportation, Aeronautics Division (MDOT) and the Federal Aviation Administration (FAA) in accordance with FAA AIP Sponsor Guide No. 910-Predesign Conference. The Consultant shall prepare a summary of the conference that highlights critical project issues.

REGULAR MEETING MARCH 20, 2018

- b. Prepare detailed plans, specifications, contract documents and Engineer's Design Report. FAA's current (at contract date) Advisory Circular (AC) **150/5370-10, Standards for Specifying Construction of Airports**, will be used when preparing the plans and specifications. The detailed plans, specifications, contract documents and Engineer's Design Report will be submitted to MDOT (1 copy) and FAA (2 copies) for review within 45 days of this agreement. At a minimum, the Engineer's Design Report will include the following items in accordance with FAA AIP Sponsor Guide No. 920 Engineer's Report.
- General Scope of Project
 - Photographs
 - Design Standards
 - Airport Operational Safety
 - Site Conditions
 - Pavement Design
 - Material Available
 - Pavement Marking
 - Lighting
 - Signage
 - Miscellaneous Work Items
 - FAA Owned Facilities
 - Non-AIP work
 - Engineers Estimate
 - Project Budget
 - Sponsor Modifications to Design Standards
 - DBE Participation
 - Predesign Meeting Minutes
- c. The consultant agrees to follow the FAA AIP Sponsor Guides (current as of the contract date) numbered below:
- (1) FAA AIP Sponsor Guide No. 920 Engineer's Report
 - (2) FAA AIP Sponsor Guide No. 930-Plans & Specifications
 - (3) FAA AIP Sponsor Guide No. 940-Regional Approved Modifications to AC 150/5370-10
 - (4) FAA AIP Sponsor Guide No. 950-Sponsor Modifications of FAA Standards
 - (5) FAA AIP Sponsor Guide No. 951-Use of State Standards
 - (6) FAA AIP Sponsor Guide No. 960-Operational Safety on Airport During Construction
- d. Revise and submit plans, specifications, contract documents and Engineer's Design Report within 14 days of receipt of comments from MDOT and FAA per Item b submittals above.
- e. Prepare and submit an FAA Form 7460-1 for the (indicate object). If not applicable.
- f. Prepare and submit an FAA Quarterly Performance Report. (Include if design phase grant anticipated)

The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations and other data prepared or obtained under the terms of this contract are instruments of service and shall remain the Consultant's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks

REGULAR MEETING MARCH 20, 2018

containing all drawings will be furnished to the sponsor for their use. The Consultant will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

This phase will be complete upon completion of all items listed above.

SECTION 4: BIDDING PHASE

Under this phase of the contract the Consultant will assist the Sponsor in advertising and securing bids. The Consultant agrees to provide the following services.

- a. Provide sufficient copies of the approved plans and specifications to permit advertising and bidding. Copies of the documents may be furnished to prospective bidders at a cost fixed by the Consultant. The Consultant shall perform in accordance with FAA AIP Sponsor Guide No. 1010-Bidding.
- b. Conduct a pre-bid conference. If necessary due to project complexity.
- c. Answer questions raised during the bidding process. Issue addenda as required.
- d. Attend the bid opening, tabulate and analyze bid results, evaluate bidders and furnish recommendations on the award of contracts.
- e. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval. The Consultant shall prepare and submit a request for concurrence to MDOT/FAA in accordance with FAA AIP Sponsor Guide No. 1020-Contract Award.
- f. After appropriate approval, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the executed contract documents with the specifications and provide one bound set each to FAA, MDOT and the Sponsor.

This phase will be considered complete when the executed contracts have been approved by the Sponsor, FAA and MDOT. Re-advertising, if necessary, will be negotiated under a supplemental agreement to this contract.

SECTION 5: CONSTRUCTION PHASE & MATERIAL TESTING
(INCLUDES OBSERVATION & MATERIAL TESTING)

Based on estimated 180 Calendar Days (Estimated Construction Contract Time)

Under this phase the Consultant agrees to perform the following services.

- a. Provide consultation and advice to the Sponsor during all construction phases.
- b. Assign a Project Engineer to the project that will periodically observe work in progress, review test reports and provide weekly working day, construction progress and testing reports to the Sponsor, FAA and MDOT. The Consultant will provide written confirmation that all performance tests required by the specifications were conducted and met or exceeded the specifications.

REGULAR MEETING MARCH 20, 2018

- c. The Consultant will comply with FAA AIP Sponsor Guide No. 1030-Construction Management Program.
- d. Participate in preconstruction conferences, per the latest (as of contract date) FAA AIP Sponsor Guide No. 1040-Preconstruction Conference. Submit a formal report of the conference discussions.
- e. Provide field and/or construction surveys and staking, as required under the FAA standard specification General Provision 50-06, including spot checks and final cross sections for establishing pay quantities and as-built plans.
- f. Upon receipt of MDOT/FAA authorization to issue Notice-to-Proceed, the Consultant will issue, for the Sponsor, the Notice-to-Proceed to the Contractor in accordance with FAA AIP Sponsor Guide No. 1050-Notice-to-Proceed.
- g. Provide on-site construction observation in accordance with FAA AIP Sponsor Guide No. 1030-Construction Management Program.
- h. Review and approve shop and erection drawings and all materials data submitted by construction contractors for compliance with design concepts.
- i. Prepare and negotiate contract modifications, change orders and supplemental agreements, according to the latest (as of contract date) FAA AIP Sponsor Guide Nos. 1080-Contract Modifications, 1081-Change Orders and 1082-Supplementary Agreements.
- j. Determine amounts owed to construction contractors and process financial documents.
- k. Review compliance with Labor Standards in accordance with FAA AIP Sponsor Guide Nos. 1060-Labor Provisions, 1061-Contractor's Responsibilities, and 1062-Applicable Labor Standards. Provide compliance documentation to the Sponsor.
- l. Review compliance with Labor and Civil Rights provisions in accordance with FAA AIP Sponsor Guide No. 1070-Inspections. All compliance records shall be provided to the Sponsor.
- m. Arrange and conduct final inspections. Submit a summary of test results and a quality control report complete with checklists, performance test results, pay factor adjustments, etc.
- n. Prepare as-built record drawings, as-built airport layout plan, a final construction report, etc. in accordance with FAA AIP Sponsor Guide No. 1610-Development Project Closeout. Final close-out documents shall be provided to MDOT and FAA within 90 days of the final acceptance date (per FAA AIP Sponsor Guide No. 1610-Development Project Closeout) and prior to the consultant's final pay request.
- o. Prepare and submit an FAA Quarterly Performance Report.
- n. The ENGINEER shall be responsible for all field sampling and job control acceptance testing. Material testing may be accomplished by using ENGINEER's own forces and equipment or by subcontracting the work to an outside laboratory. Whether the ENGINEER provides its own

REGULAR MEETING MARCH 20, 2018

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.

SECTION 6: SPECIAL SERVICES

Under this phase, the Consultant will provide the following services. Services not listed in Sections 2 through 6 can only be added by supplemental agreement to this contract.

Dungan Engineering, PA and its sub-consultants will complete and submit an environmental application for mitigation along with purchasing the necessary credits so as there is no net loss of wetlands.

- a. Environmental Assessment Project Management and Local Coordination.
- b. U.S. Army Corps of Engineers Application for Construction on Wetland
- a. Management and Coordination of Purchasing Mitigation Credits from Approved Wetland Mitigation Bank.

SECTION 7: FEES AND CHARGES

The Sponsor shall pay the Consultant for the services described in this agreement as follows:

Section 2: Preliminary Phase. Payment for the items included in Section 2, Preliminary Phase, shall be the lump sum of \$ 0.00. Payment shall be due according to the following payment schedule:

Payment shall be due monthly based on the percentage of work completed.

Section 3A: Design Phase (New Taxiway). Payment for the items included in Section 3, Design Phase, shall be the lump sum of \$ 0.00 (Under Separate Contract). Payment shall be due according to the following payment schedule:

Payment shall be due monthly based on the percentage of work completed; however, 25% of the payment will be withheld until after plans and specifications are approved.

Section 4: Bidding Phase. Payment for the items included in Section 4 Bidding Phase shall be the lump sum of \$ 6,322.00. Payment shall be due according to the following schedule:

Payment shall be due monthly based on the percentage of work completed.

Section 5: Construction Phase and Material Testing. Payment for the items included in Section 5, Construction Phase and Material Testing shall be the lump sum of \$ 69,541.00. Payment shall be due according to the following payment schedule:

Payment shall be due monthly based on the percentage of work completed; however, 5% of the payment will be

withheld until after the project has received final approval form MDOT/FAA..

Section 6: Special Services. Payment for the items included in Section 6 Special Services Phase shall be the lump sum of \$ 0.00 . Payment shall be due according to the following payment schedule:

Payment shall be due monthly based on the percentage of work completed; however, 5% of the payment will be withheld until after the project has received final approval form MDOT/FAA..

If Special Services are added during the course of this contract, a supplemental agreement will be executed to cover any added fees when the services are authorized. All supplemental agreements are subject to the same approvals as this agreement.

Payment Provisions and Adjustments

All payments shall be made based on the lump sum amounts as provided. If the scope of consultant services changes, causing an increase or decrease to the Consultant's costs, this contract shall be adjusted to cover the increase or decrease in costs. If circumstances beyond the control of the Consultant require more than 18 months from the date of this agreement to complete the work specified herein, this contract may be adjusted to cover any increase in the Consultant's costs yet to be incurred. All adjustments shall be negotiated in the same manner as this contract and shall be executed as a Supplemental Agreement to the original contract. The Sponsor will not reduce the Consultant's final payment for any part of the project designed but not actually constructed.

SECTION 8: TITLE VI ASSURANCES

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

1. Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry.

4. Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Sponsor, NDA or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Sponsor, NDA, or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it, the NDA or the FAA may determine to be appropriate, including, but not limited to:

- a) withholding of payment to the Consultant under the contract until the Consultant complies, and/or
- b) cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 of this Section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Sponsor, NDA, or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the Sponsor and, in addition, the Consultant may request the State of Mississippi or the United States to enter into such litigation to protect the interests of the State of Mississippi or the United States.

SECTION 9: DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIRED STATEMENTS

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

SECTION 10: TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49

REGULAR MEETING MARCH 20, 2018

CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001. (Reference: 49 CFR Part 30).

SECTION 11: RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA and the Sponsor. (Reference: 49 CFR Part 18).

SECTION 12: CERTIFICATION FOR PROJECT PLANS AND SPECIFICATIONS

The Consultant certifies that:

1. The plans and specifications will be developed in accordance with all applicable Federal standards and requirements and there will be no deviation from or modification to standards set forth in the advisory circulars without prior FAA approval;
2. The specifications for equipment will not be proprietary or written so as to restrict competition;
3. The development included in the plans is depicted on an airport layout plan approved by FAA;
4. Development which is ineligible for AIP funding will be omitted from the plans and specifications or will be depicted in a separate section;

5. Process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications;
6. A value engineering clause will not be incorporated into the contract without FAA concurrence;
7. The plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally-approved environmental finding;
8. For construction activities within or near aircraft operational areas, the requirements contained in the latest (as of bid date) Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications and a safety or phasing plan will be prepared with FAA's concurrence.

SECTION 13: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this proposal or contract. (Reference: 49 CFR Part 29).

SECTION 14: LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

No federal appropriated funds shall be paid, by or on behalf of the consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

SECTION 15: GENERAL CIVIL RIGHTS PROVISIONS

The consultant assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, handicap, religion, marital status, physical or mental disability, political affiliation, national origin or ancestry, be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the consultant or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds

the contractors from the bid solicitation period through the completion of the contract. The consultant assures that it will not discriminate against any employees or applicant for employment on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry. (Reference: Airport and Airway Improvement Act of 1982, Section 520 and State of Mississippi).

SECTION 16: BREACH OF CONTRACT TERMS

Any violation or breach of the terms of this contract on the part of the consultant or subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement. (Reference: Sanctions - 49 CFR Part 18).

SECTION 17: TERMINATION OF CONTRACT

The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services. If the termination is due to failure to fulfill the consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for additional cost occasioned to the Sponsor thereby.

If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in the second paragraph of this Section. The rights and remedies of the Sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract. (Reference: 49 CFR Part 18).

SECTION 18: ACCESS TO RECORDS

The consultant shall maintain an acceptable cost accounting system. The Sponsor, the Federal Aviation Administration, the Comptroller General of the United States, the Mississippi Department of Aeronautics or any of their duly authorized representatives shall have access to any of the Consultant's books, documents, papers and records of the consultant which are pertinent to this contract, for the purposes of making an audit, examination, excerpt and transcriptions. The consultant shall maintain all required records for three years after the Sponsor makes final payment and all pending matters are closed.

SECTION 19: PROMPT PAYMENT CLAUSE

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance no later than 30 days from receipt of payment from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

SECTION 20: APPROVALS

It is understood and agreed that this contract and any subcontracts or supplemental agreements are subject to approval by the Mississippi Department of Transportation, Aeronautics Division and the Federal Aviation Administration before any state or federal funds are obligated.

SECTION 21: VETERAN'S PREFERENCE (FEB 96)

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

IN TESTIMONY WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives on this 1 day of May, 2018, with copies to be filed with the City of Picayune and Dungan Engineering, PA.

Dungan Engineering, PA
925 Goodyear Boulevard
Picayune, Mississippi 39466



ATTEST



Brooks Wallace, PE
Principal

City of Picayune
203 Goodyear Boulevard
Picayune, Mississippi 39466



ATTEST



City of Picayune, MS

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE SURPLUS OF A POLICE DEPARTMENT SEIZURE VEHICLE TO BE SOLD AT CUEVAS AUCTION

Motion was made by Council Member Breland, seconded by Council Member Stevens to authorize the surplus of a Police Department seizure vehicle to be sold at Cuevas Auction with the proceeds going to the Special Police Drug Fund.

CITY OF PICAYUNE

**POLICE DEPARTMENT
AUTHORIZATION TO SURPLUS**

COMPLETE IN DUPLICATE

PROPERTY IDENTIFICATION NUMBER (SERIAL #): 1GNEC13Z02R330420

DESCRIPTION: 2002 CHEVROLET CTA

RESPONSIBLE PARTY: PICAYUNE POLICE DEPARTMENT

CURRENT LOCATION OF PROPERTY: PICAYUNE POLICE DEPARTMENT SEIZURE YARD

LOCATION AFTER SURPLUS AUTHORIZATION: CUEVAS AUCTION LLC.

RECOMMENDED DISPOSITION OF PROPERTY:

- DISCARD, JUNK
- SELL AS SCRAP
- SELL/SURPLUS AS USABLE EQUIPMENT OR PARTS
- TRADE - IN ON PURCHASE OF NEW EQUIPMENT
- TRANSFER

REASON FOR SURPLUS OF PROPERTY: THIS IS A DRUG SEIZURE AND WAS FORFEITED TO THE POLICE DEPARTMENT THROUGH THE CIRCUIT COURT . IT WOULD BEST BE UTILIZED AS SOLD WITH THE PROCEEDS GOING TO THE SPECIAL POLICE DRUG FUND.

REQUEST:

APPROVED DISAPPROVED

Major C. Ray...
SIGNATURE OF BUREAU COMMANDER

03/08/18
DATE OF REQUEST

APPROVED DISAPPROVED

[Signature]
SIGNATURE OF DEPARTMENT CHIEF

03-08-18
DATE OF REQUEST

IF TRANSFERRED TO ANOTHER CITY DEPARTMENT, ENTER DATE TRANSFERRED _____

RECEIVED BY DEPARTMENT: _____
SIGNATURE OF DEPARTMENT SUPERVISOR

APPROVED DISAPPROVED

SIGNATURE OF CITY MANAGER

DATE OF SIGNATURE 48

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE 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 authorize out of state travel for Det. J. Stockstill and Det. S. Ledet to attend an advanced Drug Gang Investigations Class in St. Tammany Parish, LA, from April 10, 2018 until April 12, 2018 sponsored by the Regional Counter Drug Academy.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FOR INSTALLATION OF FENCING AT EIGHTH STREET CEMETERY

Motion was made by Council Member Bumpers, seconded by Council Member Breland to approve request to approve installation of fencing at Eighth Street Cemetery.

The following roll call was made:

VOTING YEA: Council Members Bumpers and Breland

VOTING NAY: Mayor Pro Temp Wayne Gouguet, Mayor Ed Pinero, Council Members Valente and Stevens

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion did not carry.

APPROVE REQUEST FOR ELECTRICAL AND LIGHTING IMPROVEMENTS AT LEOLA JORDAN AND J.P. JOHNSON PARKS

Motion was made by Council Member Bumpers, seconded by Council Member Breland to approve request for electrical and lighting improvements at Leola Jordan and J.P. Johnson Parks.

The following roll call was made:

VOTING YEA: Council Members Bumpers and Breland

VOTING NAY: Mayor Pro Temp Wayne Gouguet, Mayor Ed Pinero, Council Members Valente and Stevens

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion did not carry.

AT THIS TIME MAYOR PINERO EXITED THE MEETING VIA CELLULAR PHONE AS DID COUNCIL MEMBERS BUMPERS AND BRELAND

MAYOR ED PINERO THEN RE-JOINED THE MEETING VIA CELLULAR PHONE

ORDER TO ENTER INTO CLOSED SESSION TO DETERMINE THE NEED FOR EXECUTIVE SESSION

Motion was made by Council Member Stevens, seconded by Council Member Valente to enter into closed session to determine the need for Executive Session.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Mayor Ed Pinero, Council Members Valente and Stevens

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Bumpers and Breland

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO EXIT CLOSED SESSION

Motion was made by Mayor Ed Pinero, seconded by Council Member Stevens to exit closed session.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Mayor Ed Pinero, Council Members Valente and Stevens

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Bumpers and Breland

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ADJOURN

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

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Mayor Ed Pinero, Council Members Valente and Stevens

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Bumpers and Breland

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk