

**Minutes of September 6, 2018
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF SEPTEMBER 4, 2018
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

- I. CALL TO ORDER**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. ROLL CALL AND ESTABLISH QUORUM**
- IV. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
 - 1. Police Department Commendations
- V. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VI. APPROVE MINUTES:**
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. August 21, 2018 - Regular & Public Hearing
 - b. August 21, 2018 - Executive Session
 - 2. PLANNING & DEVELOPMENT COMMISSION
 - a. August 23, 2018 - Regular & Public Hearing
- VII. APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. 092418
- VIII. UNFINISHED BUSINESS**
 - 1. Tree Board Appointments (1)
 - 2. Resolution - Child Endangerment
 - 3. Mitchell Road Subdivision Sketch Approval
 - 4. Winter Garden Estates Sketch & Preliminary Plat Approval
- IX. NEW BUSINESS**
 - 1. Contract - Library; Biblionix
 - 2. Resignation - Library Board
 - 3. Special Event Application - 1st Baptist Church; Trunk or Treat
 - 4. Special Event Application - Police Department; Night Out Against Crime
- X. DEPARTMENTAL BUSINESS**
 - 1. MAYOR'S OFFICE
 - 2. PERSONNEL
 - a. Adopt Civil Service Charts
 - b. Fire Department - Step Increase (24)
 - c. Police Department - New Hire (1); Education Pay (1)
 - d. Recreation - New Hire (1)
 - 3. CITY CLERK
 - a. Budget Amendments FY 2017-2018 - Various Funds
 - b. Resolution - Fix Tax Levy FY 2018-2019
 - c. Resolution - Adopt FY 2018-2019 Budget
 - 4. ENGINEERING
 - a. Contract - Lovers Lane Drainage Improvements
 - b. Master Services Agreement - Amendment 1
 - 5. DERELICT PROPERTIES
 - a. Assess Cleanup Costs - 200 LaRosa Road; assessed to Susan Armstrong
 - b. Derelict Property Discussion - Alderman Frazer
- XI. REPORT FROM CITY ATTORNEY**
- XII. ADJOURN (OR) RECESS**

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Be it remembered that a recessed meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., on Thursday, September 6, 2018 in Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, that same being the time date and place fixed by the Mayor and Board of Aldermen recessing the meeting from September 4, 2018 due to the unforeseen path of Tropical Storm Gordon.

There were present and in attendance on said board and at the meeting the following named persons: Aldermen Donald Frazer, Bernie Parker, Kelly Griffin, Timothy McCaffrey, Jr., Mark E. Lishen, Patricia Bennett, Deputy City Clerk Kini Gonsoulin, and City Attorney James C. Simpson, Jr.

Absent the meeting was Mayor George L. Bass and Alderman Ronald Robertson.

Alderman Mark E. Lishen conducted the meeting in the capacity of Mayor Pro Tempore.

There being a quorum present sufficient to transact the business of the City, the following proceedings were had and done.

The Police Department Commendations were tabled until the September 18, 2018 meeting.

Alderman Frazer made motion seconded by Alderman Griffin and unanimously carried to suspend the rules to add item 5. Approval of Proclamation of Civil Emergency, and item 6. Termination of Civil Emergency under IX. New Business, and item a. Contract – Christian Preus under 1. Mayor’s Office.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the Regular, Public Hearing, and Executive Session minutes of the Mayor and Board of Aldermen dated August 21, 2018, as submitted.

Alderman Frazer made motion seconded by Alderman Griffin and unanimously carried to approve the Regular and Public Hearing minutes of the Planning and Development Commission dated August 23, 2018, as submitted.

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Alderman Griffin made motion seconded by Alderman McCaffrey and unanimously carried to approve payment of invoices listed in Docket of Claims number 090418.

The Tree Board Appointment was tabled until the September 18, 2018 meeting.

The Resolution – Child Endangerment was tabled until the September 18, 2018 meeting.

Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to approve the Mitchell Road Subdivision Sketch Approval, noting that the preliminary plat approval would be contingent upon Mitchell Road widening.

Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to approve the Winter Garden Estates Sketch & Preliminary Plat Approval, contingent upon the Developer’s Engineer providing revised drawings that meet City Engineer David Ball’s approval, and to include settlement of the drainage issue with no cost to the City.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the contract for Biblionix for software for the Library, as follows:

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APOLLO AUTOMATION USAGE AND PROVIDER AGREEMENT

APOLLO AUTOMATION USAGE AND PROVIDER AGREEMENT (this "Agreement") is entered as of September 6, 2018, by and between Biblionix, LLC, a Texas limited liability company with a principal place of business at 401 Congress Ave, Suite 1540, Austin, Texas 78701 (the "Company") and Long Beach Public Library with an address of 209 Jeff Davis Ave, Long Beach, MS 39560, (the "Customer").

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements contained herein, the parties hereto agree as follows:

1. **Company's Services:** The Company will provide its Internet-hosted Apollo Automation™ service (the "Services") to the Customer during the term of this Agreement on an annual basis, beginning with the Start Date, as defined below. The Services will include the extra cost optional services specifically selected on Appendix A. The Services will be available to the Customer only through Company's Internet web site and may be accessed only over the Internet in accordance with the terms of this Agreement and Company's user instructions. The Services include upgrades, customer service, all necessary disk space and processing capability for all Customer's data and transactions on the Company's server(s), and the Company's standard backup/disaster prevention/recovery services. Customer's Access to the Services is not limited to any certain number of PCs. Unless specifically selected on Appendix A, the Services do not include any extra cost optional services including, without limitation, Auto-Calling, Content Café2, Gabbie, Acquisitions, or any other extra cost optional services that may become available in the future, if any. Apollo Automation is proprietary software and a service of Company. Content Café2 is proprietary data of Baker & Taylor and is provided pursuant to Company's license from Baker & Taylor.

Subject to the terms and conditions of this Agreement, the Company grants to the Customer a non-exclusive, non-transferable, limited license during the term of this Agreement: (a) to use, in accordance with the Company's instructions, the Services and documentation, instructions, user interfaces, and software (if any) provided to Customer as part of the Services; and (b) to permit Customer's patrons to use, in accordance with the Company's instructions, the user documentation, user instructions, user interfaces, and software (if any) provided to Customer to the extent necessary for Customer's patrons to access and use the Services, as patrons of Customer, as contemplated and authorized by this Agreement.

Customer acknowledges and agrees that Company and/or its licensors own all legal right, title and interest in and to the Services and all instructions, documentation, user interfaces, and software provided or made available to Customer or otherwise used as a part of and/or in connection with the Services, including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. Customer further agrees that the Services (including, without limitation, the instructions, documentation, user interfaces and software) contain proprietary and confidential information ("Confidential Information") owned by the Company and/or its licensors that is protected by applicable intellectual property and other laws. Customer agrees to hold the Confidential Information in strict confidence and not to disclose it to any third party without the Company's prior written consent, to use at least a reasonable standard of care to protect the confidentiality of the Confidential Information, and to use the Confidential Information only in connection with its authorized use of the Services.

Customer also shall not (and shall not permit anyone else to) directly or indirectly: (a) copy, modify, create a derivative work of, modify, enhance, alter, adapt, convert, translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how or algorithms relevant to the Services or any related documentation, instructions, interfaces,

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software or Confidential Information; (b) sell, lease, sublicense, assign, grant a security interest in or otherwise transfer or attempt to transfer any right in the Services or any related documentation, instructions, interfaces, software or Confidential Information; or, (c) use the Services (or any related documentation, instructions, interfaces, software or Confidential Information) for application development, modification or customization purposes, timesharing or computer hosting services, as a service bureau, or otherwise for the benefit of a third party. All copies of documentation and instructions provided to Customer must contain all of the Company's and its licensors' titles, trademarks, copyright notices and other restrictive and proprietary notices and legends as they appear on the copies provided to Customer.

2. Migration: The Company shall, at a minimum, import the following information into Apollo™ from Customer's current automation system: MARC bibliographic records and all holding records, patron data, items out, fines, and, subject to exporting limitations of Customer's existing system, circulation history.

3. Compensation: The Customer's approximate number of holdings and approximate annual circulation are shown in Appendix A. Based on those numbers and other factors, the migration fee, the Apollo Automation annual subscription fee, the Content Café® fee, and other option fees are shown in Appendix A. Company commits that the Apollo Automation annual base subscription fee will remain the same for Year Two and Year Three.

The "Start Date" of the subscription will be the day that Customer begins using Apollo™ for its daily operation. Billing to the Customer for all fees (migration, setup fees, annual base subscription fee, Content Café® fee and other options as applicable) will occur on or after that day. Prior to the Start Date, Apollo™ will be available to the Customer with the Customer's data, at no charge, for test and training purposes.

Company will continue each year to provide Services to the Customer during the term of this Agreement. The invoice for each subsequent year shall be mailed to the director of the library no earlier than the first day of the month prior to the month in which the current annual subscription period ends.

4. Security: Customer is solely responsible for obtaining, maintaining, and the security of internet access and all equipment and ancillary services needed to connect to, access or otherwise use the Services, including (without limitation) modems, hardware, servers, software, operating systems, networking, web servers and the like. Customer is solely responsible for the creation, security, confidentiality, and management of its passwords. Customer is solely responsible and liable for any activities that occur under the use of its passwords. Customer is solely responsible for the content and information that the Customer downloads, uploads, posts, emails, transmits, stores, or otherwise makes available or uses through its use of the Services. The Company and its 3rd party hosting partners will maintain practices to otherwise ensure the security and confidentiality of Customer's data consistent with generally acceptable industry standards.

5. Privacy: The Company manages the Customer's data solely for the Customer's and the Customer's patrons' own use. Records that contain information relating to the identity of a library patron and/or to the patron's use of books or other materials will not be released by the Company without the express written permission of the patron involved or as the result of a court order or subpoena, or when otherwise required by law. The Company shall notify the Customer within 48 hours in the event that such a court order, subpoena or other legal requirement is presented unless such notice is expressly prohibited by the court order or law. The Company may gather and report aggregate statistics.

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6. Payment Terms: Payments are due in full within 30 days from the date of billing. Payments that are 1 month past due will be subject to an APR surcharge equal to the lesser of 18% per annum or the maximum rate allowed by law. Reasonable efforts will be made to inform the Customer that payment is due and that service is in jeopardy. These efforts may include on-screen notes presented during the use of Apollo™, certified mail, email, and telephone. If payment is not made within 3 months of the initial due date, the Company may at any time suspend Customer's use of the Service, in part or in full, or at any time terminate this Agreement, terminating Customer's rights under this Agreement.

7. Free Access to Data: In keeping with the Company's commitment to providing libraries with open and free access to their own data, all of the Customer's data will be available at no charge, on demand, as a "Biblionix, LDIF, self-describing XML file". Overnight processing may be required to generate the file after Customer begins the export.

8. Intellectual Property Indemnification: The Company will indemnify, defend, and hold harmless the Customer against any action or claim brought against the Customer that is based on a claim that Company's proprietary software infringes any patent rights or copyright rights or incorporates misappropriated trade secrets. Company will pay any damages attributable to such claim that are awarded against the Customer in a judgment or settlement. Company's obligation to indemnify Customer is contingent upon the Customer: (a) providing Company prompt written notice of all claims subject to indemnity, (b) permitting Company to control the defense and settlement of all claims subject to indemnity, with attorneys reasonably acceptable to the Customer, and (c) reasonably cooperating with Company in the defense and settlement of all such claims; provided, the Customer will be consulted during the course of any such claim and will be permitted, at their own expense, to seek independent counsel in connection therewith. Company will not be liable to indemnify for settlements entered into without its prior written consent.

If an injunction or order is obtained against use of the Services or any component thereof, or the Services or any component thereof are likely to become the subject of a claim of infringement or violation of a patent, copyright, trade secret or other proprietary right of a third party, the Company may, at its sole discretion and at its own expense: (a) procure for Customer the right to continue using the Services or such component thereof; (b) replace the Services or such component thereof with a substantially compatible and functionally equivalent Service or component; or (c) cause the Services or component to be modified so that they become non-infringing. If neither alternative is available on commercially reasonable terms, then, at the request of Company, this Agreement and its charges will terminate, and the Customer will stop using the Services.

9. Assignment: The Company may assign or subcontract the whole or any part of this Agreement. The Company may assign its right to receive payment to such third parties as the Company may desire provided that the Company gives written notice (including evidence of such assignment) to the Customer thirty (30) calendar days in advance of any payment so assigned. The assignment, if any, will cover all unpaid amounts under this Agreement and will not be made to more than one party. Customer shall not assign this Agreement or any rights under it without the Company's prior written consent.

10. Force Majeure: Notwithstanding anything in this Agreement to the contrary, the Company will not be liable for damages or failure to perform under this Agreement if such damages or failure are due to any cause or condition beyond its reasonable control, including (without limitation) acts of God or of the public enemy, an act of war, acts of federal, state or local governments or agencies, orders of legal authority, fires, floods, epidemics, quarantine restrictions, strikes, refusal or inability of a common carrier to provide communications capabilities, electrical outages, Customer or third party technology failures, earthquakes, shortages of labor, energy or materials, freight embargoes, unusually severe weather, or

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other cause not attributable to the fault or negligence of the Company.

11. Term; Termination: The initial term of this Agreement will end one year after the Start Date. This Agreement will automatically renew at the end of the initial term and each renewal term for successive one-year renewal terms unless either party gives the other party written notice of non-renewal at least sixty days before the expiration of the then current term. The Customer may terminate this Agreement, terminating its subscription, at any time by providing written notice to the Company. The Company may terminate this Agreement, terminating Customer's subscription, at any time by giving Customer at least 120 days prior written notice of termination by certified mail, return receipt requested. A prorated refund will be made to the Customer for any prepaid, unused Apollo Automation base annual subscription term. Customer may be billed immediately for any unpaid Auto-Calling calls.

12. Termination for Default: Company may, by written notice of default to the Customer, terminate this Agreement, in whole or in part, for cause if the Customer fails to perform in full compliance with the contract requirements through no fault of the Company and such failure is not cured within thirty days after the Company provides (by certified mail, return receipt requested) to the Customer written notice of such default and Company's intention to terminate. If the default is not timely cured, the Agreement will be terminated upon Company's written notice to Customer and, upon receipt of written notice of termination, the Customer shall promptly discontinue use of all Services (unless the notice directs otherwise).

13. Severability Clause: Invalidity or unenforceability of one or more provisions of this Agreement will not affect any other provision of this Agreement. If any part of this Agreement is held invalid or unenforceable, that portion shall be reformed to the minimum extent possible to make it valid and enforceable and reflect as nearly as possible the original intentions of the parties, and the remaining portions will remain in full force and effect. If it is not possible to reform the invalid or unenforceable provision, it shall be severed from this Agreement and the remaining portions will remain in full force and effect.

14. Customer Responsibilities

a) Cooperation

The Customer shall cooperate with Company in the performance of this Agreement.

b) Referrals

Company may refer Customer to third parties having products or services that may be of interest to Customer for use in connection with the Services. Notwithstanding any Company recommendation, referral or introduction, Customer shall independently investigate and test non-Company products and services and will have sole responsibility for determining their suitability. Company has no liability with respect to claims relating to or arising from use of non-Company products and services.

c) Providing Accurate Records and Data

Customer is responsible for providing accurate records and data to the Company for use in connection with the Services.

d) Maintaining Copies of Records and Data

Customer is responsible for maintaining a copy of all records and data provided by the Customer to the Company. If any such records or data in the Company's possession is incorrect, damaged, lost, or destroyed, the Customer will provide the Company with corrected back-up copies sufficient for the Company to correct, repair and replace such records or data.

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e) **Compliance With Applicable Law**

Customer agrees to use, and will permit its patrons to use, the Services only in compliance with this Agreement and all applicable laws, rules, and regulations. Although the Company has no obligation to monitor Customer's and its patron's use of the Services, the Company may do so and may prohibit any use of the Services it believes may be (or is alleged to be) in violation of the foregoing.

15. Limited Warranty; Warranty Disclaimer:

a. Company warrants that the Services, when accessed and used by Customer over the Internet according to Company's instructions and operating procedures, will be available for access and use with a 99.5% uptime for such Customer. During off-hours, the Company may from time to time perform system maintenance, causing the Services to be unavailable. Such maintenance is not considered in the above-defined uptime. If Customer determines that the Services do not conform to this express warranty, Customer shall promptly, and in any event within five business days, notify the Company (a "Warranty Notice") of non-conformity and give adequate and reasonable information and opportunity for the Company to evaluate the non-conformity and recommend and implement any corrective action. Any Warranty Notice may be given orally provided that within not more than five days thereafter it is fully confirmed in writing. As Customer's sole and exclusive remedy under this express warranty, Customer may terminate this Agreement pursuant to section 11 if non-conformity with this warranty is not corrected within a reasonable time after the Warranty Notice is given to the Company. This warranty will not apply if Customer is in breach of this Agreement, including (without limitation) Customer's failure to timely pay all amounts due to the Company as required by this Agreement. DUE TO THE COMPLEX NATURE OF COMPUTER SOFTWARE, THE COMPANY DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE COMPANY DOES NOT CONTROL AND IS NOT RESPONSIBLE FOR THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET. THE SERVICES MAY BE SUBJECT TO, AND THE COMPANY IS NOT RESPONSIBLE FOR, ANY LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.

b. The Customer is responsible for providing accurate records and data to the Company, for maintaining a copy of all records and data provided to the Company, and for the acts and omissions of its employees and agents. UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE OR RESPONSIBLE FOR ERRORS CONTAINED IN RECORDS OR DATA, WHETHER PROVIDED BY THE CUSTOMER OR THIRD PARTIES, OR FOR ANY LOSS, DAMAGE, OR DESTRUCTION OF RECORDS OR DATA, OR FOR ANY ACT OR OMISSION OF CUSTOMER, CUSTOMER'S EMPLOYEES, OR CUSTOMER'S PATRONS. THE COMPANY IS NOT RESPONSIBLE FOR RESULTS OBTAINED FROM THE USE OF THE SERVICES.

c. THIS SECTION 15 CONTAINS THE EXCLUSIVE TERMS

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GOVERNING, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR, FAILURE OF THE SERVICES TO CONFORM TO THE EXPRESS WARRANTY SET FORTH IN THIS SECTION 15. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION 15, THE COMPANY PROVIDES THE SERVICES "AS IS" AND EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

16. Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) EXCEPT FOR A BREACH BY CUSTOMER OF THE TERMS IN THIS AGREEMENT PROTECTING COMPANY'S OR IT'S LICENSOR'S INTELLECTUAL PROPERTY OR CONFIDENTIAL INFORMATION, IN NO EVENT WILL COMPANY OR CUSTOMER BE LIABLE FOR PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES RESULTING FROM LOSS OF PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY KNOWS, OR HAS REASON TO KNOW, OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE CLAIM AND CAUSE OF ACTION; AND, (B) IN NO EVENT WILL COMPANY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT CAUSING COMPANY'S LIABILITY, REGARDLESS OF THE CLAIM AND CAUSE OF ACTION.

17. General: This Agreement, including all appendices, constitutes the entire Agreement between the parties relative to the subject matter hereof, and supersedes all proposals or agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. The appendices to this Agreement are incorporated into and made a part of this Agreement.

No provision of this Agreement may be waived, amended, modified, superseded, canceled, terminated, renewed or extended except in a written instrument signed by the parties hereto. Any waiver will be limited to the particular instance and for the particular purpose when and for which it is given.

This Agreement will inure to the benefit of the Company and its successors and assigns. This Agreement will be binding on the Customer and the Customer's successors and assigns. Except as otherwise specifically provided in this Agreement, there are no third party beneficiaries of this Agreement.

Apollo Automation™, VersaCat®, and VersaCard® are trademarks of the Company. Content Café2® is a trademark of Baker & Taylor. No rights are granted in any of these trademarks and Customer shall not remove, obscure, or alter any proprietary notices (including trademark, copyright, and confidentiality notices) that may be affixed to or contained within the Services, or any related software or documentation.

This Agreement will be construed in accordance with its fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Agreement. All words and phrases in this Agreement are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.

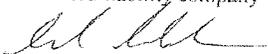
This Agreement and all aspects of the relationship between the parties hereto shall be construed and enforced in accordance with and governed by the internal laws of the State of ~~Texas~~ Mississippi, without

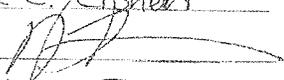
Mississippi


reference to its conflict of laws principles, and applicable federal law. Any claim or cause of action arising out of or related to this Agreement or the use of the Services must be filed within one year after the cause of action arose or be forever barred.

This Agreement may be executed in duplicate counterparts, which, when taken together, will constitute one instrument and each of which will be deemed to be an original instrument.

The parties have executed this APOLLO AUTOMATION USAGE AND PROVIDER AGREEMENT as of the date first above written.

Company:
Biblionix, LLC,
a Texas limited liability company
By: 
Name: Clark Charbonnet
Title: Manager

Customer:
Long Beach Public Library, Mississippi
Mark E. Kishers
Name: 
Title: Mayor Pro Tempore

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APPENDIX A

for Agreement between Biblionix, LLC
and Long Beach Public Library, Mississippi

Customer's approximate number of holdings: 105,000
Customer's approximate annual circulation: 50,000

Apollo base annual subscription fee: \$3,100
Apollo one-time migration fee: \$ waived

OPTIONS:

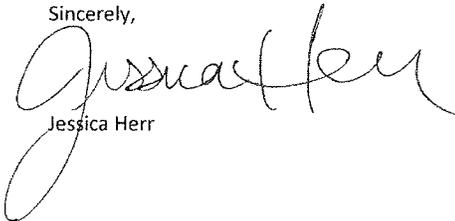
Content Cafe2 annual fee: \$ 300
Gabbic, 2-way texting annual fee: \$ 100
Kids Catalog no charge

Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to accept Library Board Member Jessica Herr's resignation letter, as follows:

August 27, 2018

It is with regret that I am writing to inform you of my decision to resign my position on the Long Beach Public Library Board effective August 28, 2018. My other commitments have become too great for me to be able to perform the job effectively. It has been an honor to serve on the library board, and I know the library will thrive under the leadership it has.

Sincerely,



Jessica Herr

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to waive all applicable fees and approve the Special Event Application from 1st Baptist Church for Trunk or Treat, as follows:

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LARUE STEPHENS, PH.D., PASTOR
JOHN MCCALL, MINISTER OF MUSIC
BRENDA DAVIS, MINISTER OF EDUCATION
JOHN JONES, STUDENT MINISTER

August 23, 2018

The Honorable George L. Bass
Long Beach City Hall
201 Jeff Davis Avenue
Long Beach, MS 39560

Dear Mayor Bass,

First Baptist Church of Long Beach is respectfully requesting consideration for fees to be waived for the use of the Town Green on August 31 from 5:00 – 7:00 p.m. for the purpose of hosting a community Trunk or Treat event. We are requesting the use of the full facilities at the Town Green, from the stage to the shoe-fly. There will be children's games on the grass lawn from the shoe-fly to the library. Additionally, there will be automobiles staged along 3rd Street, Jeff Davis Avenue, and 4th Street. We will not be using any of the school property.

Thank you for your consideration of this request. If you have any questions, please do not hesitate to contact me.

Sincerely,

Dr. LaRue Stephens

300 NORTH CLEVELAND AVENUE • P. O. Box 338 • LONG BEACH, MS 39560
TELEPHONE: 228-864-2584 • FAX: 228-868-2913 • WWW.FBCLB.COM

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October 31, 2018
Wednesday
5:00 pm - 7:30 pm
Trunk or Treat
Shoo Fly
Stage/Bleacher

CITY OF LONG BEACH
SPECIAL EVENT APPLICATION

City Clerk's Office * 201 Jeff Davis Avenue * P.O. Box 929 * Long Beach, MS 39560

Date Received By Clerk's Office: 8/29/18 Time: 3:10 By: CS

Please complete this application in accordance with the City of LONG BEACH Special Events Policy, and return it to the Office of the City Clerk at least 90 calendar days before the first day of the event.

Sponsoring Organization's Legal Name: First Baptist Church of Long Beach

Organization Address: 300 N. Cleveland Ave

Organization Agent: Dr. LARUE Stephens Title: Pastor + President of Corporation

Phone 228 806 3651 Work Home 228 864 2584 During event 228 806 3651

Agent's Address: 10 Citadel Circle Long Beach

Agent's E-Mail Address: LARUE@fbclb.com

Event Name: Trunk or Treat

Please give a brief description of the proposed special event: FBCLB will host a Trunk or Treat event for Long Beach families + their children. Candy give away, games, and music.

Event Day(s) & Date(s): Oct 31, 2018 Event Time(s): 5 - 7:30

Set-Up Date & Time: Oct 31, 4:00 PM Tear-Down Date & Time: Oct 31, 7:30 pm

Event Location: Long Beach Town Green

ANNUAL EVENT: Is this event expected to occur next year? YES NO

How many years has this event occurred? 0

ADOPTED: 11.15.11-BOARD ACTION

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MAP: (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

STREET CLOSURES: Start Date/ Time: _____ through Date/ Time _____

RESERVED PARKING: Are you requesting reserved parking? YES NO

If yes, list the number of street spaces, City lots or locations where parking is requested:

VENDORS: Food Concessions? YES NO Other Vendors? YES NO

DO YOU PLAN TO HAVE ALCOHOL SOLD/SERVED AT THIS EVENT? YES NO

If yes, are liquor license and liquor liability insurance attached? YES NO

If yes, what time? _____ Until _____

ENTERTAINMENT: Are there any entertainment features related to this event? YES NO

Our church youth Praise Band playing worship songs.
If yes, provide an attachment listing all bands/performers, type of entertainment and performance schedule.

ATTENDANCE: What is the expected (estimated) attendance for this event? ?

AMUSEMENT: Do you plan to have any amusement or carnival rides? YES NO

If yes, you are required to obtain a permit through the City Clerk's Office.

REST ROOMS: Are you planning to provide portable rest rooms at the event? YES NO

If yes, how many? _____

As an event organizer, you must consider the availability of rest room facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the rest room facilities in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

OTHER REQUESTS: (i.e., Police Department assistance, Fire Dept., street closures, electrical, etc.)

ADOPTED: 11.15.11-BOARD ACTION

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INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Long Beach as an additional insured party on the policy. A sponsor of a Low Hazard event may request that Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

Certificate of Liability Insurance Attached.

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that: A Certificate of Insurance must be provided which names the City of Long Beach as an additional named insured party on the policy or I am requesting that Board of Aldermen waive the insurance requirement for this Low Hazard Event as identified in paragraph above related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

All food vendors must be approved by the Harrison County Health Department, and each food or other vendor must provide the City of Long Beach with a Certificate of Insurance which names the City of Long Beach as an additional named insured party on the policy.

The approval of this special event may include additional requirements or limitations, based on the City's review of this application. Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the terms of the written confirmation of approval, and all other City requirements, ordinances and other laws, which apply to this Special Event. By signing this Special Event Application, I declare I am 21 years of age or older.

8/24/2018
Date

J. Rae Stephens
Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least ninety (90) days before the first day of the event to:
CITY CLERK'S OFFICE - 201 JEFF DAVIS AVENUE - P.O. BOX 929 - LONG BEACH, MS 39560

ADOPTED: 11.15.11-BOARD ACTION

Minutes of September 6, 2018
Mayor and Board of Aldermen

Sep. 10. 2018 11:43AM

First Baptist Church Long Beach

No. 0461 P. 2

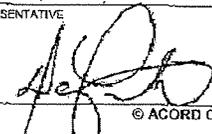
ACORD²⁵ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 09/10/2018
PRODUCER PERRETT INSURANCE AGENCY, LLC 114 Rowan Oak Place Terry, MS 39170		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Long Beach First Baptist Church PO Box 338 Long Beach, MS 39560		INSURERS ACCORDING TO COVERAGE INSURER A: GuideOne Mutual Insurance INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

IN B R I T R	A D D I T I O N A L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: PRC- <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> JECT <input type="checkbox"/> LOC	1265-410	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - CDMP/OP AGG \$ 5,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> Comp. Ded. S/ Collision Ded. \$				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (PER accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY. AGG
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNERSHIP/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PREMIUMS below: OTHER				WC STATU- TOR LIMITS OTH- ER E.L EACH ACCIDENT \$ E.L DISEASE-EA EMPLOYEE \$ E.L DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Trunk or Treat event at Town Green

CERTIFICATE HOLDER City of Long Beach Long Beach, MS	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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Minutes of September 6, 2018
Mayor and Board of Aldermen

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT *Bob Paul*
228-669-7601
TOWN GREEN

Group / Individual Name (Permit tee): First Baptist Church, Long Beach Dr. LaRae Stephens
Telephone Number: 228-864-2584 228-806-3651
Home Work Cell
Street Address: 300 N. Cleveland Ave
City Long Beach State MS Zip 39560
Type of Event: Drumming on Street
Start Time: 4:00 pm
Closing Time: 8:00 pm

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on
Wednesday - Oct. 31, 2018
(Date)
Shoo-fly old stage/Rehearsals

The person(s) requesting this permit
1. Agrees to personally accept responsibility for any damage done to the facility, grounds or equipment by persons in his/her group during the reserved period of time, and will hold the City of Long Beach harmless of any damage done to permit tee or permit tee's equipment.
2. Agrees to maintain order and control over persons in the group.
3. Agrees to abide by all policies and procedures of the City of Long Beach, the Long Beach Parks and Recreation Department as directed by the contents of the Town Green policy statement.
4. Understands that failure to comply with all the terms of the aforementioned policy as well as any violation of federal, state, or municipal law in conjunction with the use of this facility will result in the cancellation of the privilege of using this facility and will jeopardize any future permit grants for this or any other facility. I hereby agree that I have read and understand the regulations and policies governing the use of the Long Beach Town Green, including the deck area and shoo-fly.

Signature *Dr. LaRae Stephens* Date: 8/24/2018

Rental Fee \$ _____ Receipt # _____ Date _____
Deposit Fee \$ _____ Receipt # _____ Date _____
Clean-up Fee \$ _____ Receipt # _____ Date _____

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of September 6, 2018
Mayor and Board of Aldermen

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STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I LAKNE STEPHENS + FDCLB, do hereby release, acquit and forever discharge the City of Long Beach, Mississippi, and all of its respective agents, servants, employees, elected and non-elected officials, successors, predecessors, insurers, attorneys, and any and all other legal entities and persons, of and from any and all claims, demands, actions, damages, liability, or legal recourse of any type, and expenses (including attorneys' fees) in connection with or arising from or out of my use of the Town Green.

WHEREFORE, PREMISES CONSIDERED:

The undersigned further agrees that he/she shall indemnify and hold harmless the City against and from all claims, demands, actions, rights of action, liabilities, losses, judgments, costs, expenses, and attorney fees which shall or may rise by virtue of anything done or omitted to be done by us, including through or by its agents, employees, or other representatives, arising out of, claimed on account of, or in any manner predicated upon the use of the above mentioned property. The undersigned further agrees to protect and save and keep the City harmless and indemnify the City against and from any and all claims, demands, actions, liabilities, judgments, losses, costs, damages or expenses (including attorneys' fees) arising out of, claimed on account of, or in any manner predicated upon any accident or other occurrence arising from the use of the above mentioned property causing injury to person(s) (including death) or property to whomsoever or whatever in law and equity.

Furthermore, as part of the consideration for using the abovementioned property, the undersigned agree to assume full responsibility and liability for any and all risk of loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group or members thereof while in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said organization or group agrees to indemnify and hold the City of Long Beach, its agents and servants, and employees harmless from and against all claims and expenses for same, including attorneys fees.

This, the 24 day of August, 2018.

Authorized Signature Lakne Stephens

Witness _____

**Minutes of September 6, 2018
Mayor and Board of Aldermen**

LONG BEACH TOWN GREEN RULES AND REGULATIONS

The Town Green is owned and operated by the City of Long Beach and administered by the Department of Parks and Recreation. All groups wishing to book the facility are considered on first come, first serve basis. The City of Long Beach reserves the right to provide activities on those dates deemed appropriate in carrying out its program(s).

Permission to use the Town Green does not include the closing of the Town Green to the general public. When renting the shoo-fly area the permit tee agrees not to restrict the public from entering the grounds or the parking lot connected to the Town Green.

Tables and chairs are NOT provided at this facility. Arrangements for the rental of these items are the responsibility of the permit tee. However, the City does rent their stage and bleacher area. You can get the rental fees for those areas by contacting the Parks and Recreation Department.

Gambling will not be permitted on the Town Green or in any of the buildings at this location and failure to comply with this policy shall be grounds for cancellation of the permit.

The selling or consumption of alcoholic beverages on the Town Green is NOT ALLOWED without written consent for the City of Long Beach Parks and Recreation Department. Requests must be presented in writing and will be considered on an individual basis.

NO GLASS BOTTLES OR OTHER GLASS CONTAINERS are allowed on the Town Green area without the approval of the Parks and Recreation Department.

The permit tee is responsible for the cleaning of the grounds following his/her activity. Failure to clean the area may result in forfeiture of the deposit, and/or the denial of any future use of this facility by their person(s) or group.

All functions must be concluded and the premises emptied no later than midnight. Any deviation from this policy will have to approve the by the Parks and Recreation Department.

There will be no nailing, screwing or tying of any type to the Gazebo's and Shoo-fly structures; this includes the trees on the grounds. Some exceptions can be made but only with prior consent from The City of Long Beach.

Any special requests must be submitted in writing and approved by the City of Long Beach Parks and Recreations Department.

No vehicles are allowed on the grounds without approval from Director or Assistant Director of Parks and Recreation.

 _____

Minutes of September 6, 2018
Mayor and Board of Aldermen

FEES:

Deposit Fee – A deposit of \$100.00 must be paid when your contract is signed, this will also secure your event date. **Deposit for festivals is \$300.00**

Rental Fees - \$150.00 per day for the stage and bleacher areas, \$50.00 per day for each gazebo, & \$50.00 per day for the shoo-fly area. **Festival rental is \$400.00 this fee must be paid 1 month prior to the event date.**

Clean-up Fee - \$200.00 for events - **\$300.00 for festivals**, this fee is refundable. You are responsible for cleaning up after your event/festivals, if you fail to do so your cleanup fee will not be refunded to you. The property will be inspected at the end of your event/festival.

Non-Profit Group Fee- To be considered for the reduced rate you must provide The City of Long Beach with a copy of the organizations 501 C-3 tax status form that is filed with the Secretary of State in Jackson, MS. If you do qualify for the discounted rate it will reduce it by half.

Security Personnel - \$25.00 per hour with a 4 hours minimum. The requirement for security personnel will be handled on a case by case basis. This will be handled by a City of Long Beach Police Department representative and will be dependent on the type of event and estimated attendance. You will need to contact the City of Long Beach Police Department to make those arrangements.

Refunds – All refund will be processed the day after your event and inspection. As long as there is no damage your refund will be mailed out to you and could take 3-5 weeks for you to receive.

Cancellation Policies: should the permit tee cancel his/her event with the Parks and Recreation Department prior to 60 days of their scheduled event, 100% of the deposit will be refunded. Any cancellation within 60 days their deposit will be forfeited. If a warning or watch for a hurricane is present, then the renter would be refunded full rent and deposit. Any other exception (weather conditions) will be on a case by case basis.

Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to approve the Special Event Application from the Police Department for the Night Out Against Crime, as follows:

Minutes of September 6, 2018
Mayor and Board of Aldermen

October 20, 2018
Saturday
6:00 pm - 8:00 pm
Night Out Against
Crime
Town Green

CITY OF LONG BEACH
SPECIAL EVENT APPLICATION
City Clerk's Office * 201 Jeff Davis Avenue * P.O. Box 929 * Long Beach, MS 39560

Date Received By Clerk's Office: 8/27/18 Time: 10:00 By: CS

Please complete this application in accordance with the City of LONG BEACH Special Events Policy, and return it to the Office of the City Clerk at least 90 calendar days before the first day of the event.

Sponsoring Organization's Legal Name: Long Beach Police Department
Organization Address: 201 Alexander Rd, Long Beach 39560
Organization Agent: William Seal Title: Chief of Police
Phone: 865-1981 Work Home _____ During event 363-2834
Agent's Address: 201 Alexander Rd
Agent's E-Mail Address: chief@cityoflongbeach.ms.com
Event Name: Night Out Against Crime

Please give a brief description of the proposed special event: _____

Event Day(s) & Date(s): 10/20/18 Event Time(s): 6:00 - 8:00 pm
Set-Up Date & Time: 10/20/18 5:00 pm Tear-Down Date & Time: 5/20/18 8:00 pm
Event Location: Long Beach Town Green

ANNUAL EVENT: Is this event expected to occur next year? YES NO
How many years has this event occurred? _____

ADOPTED: 11.15.11-BOARD ACTION

**Minutes of September 6, 2018
Mayor and Board of Aldermen**

MAP: (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

STREET CLOSURES: Start Date/ Time: N/A through Date/ Time N/A

RESERVED PARKING: Are you requesting reserved parking? YES NO

If yes, list the number of street spaces, City lots or locations where parking is requested:

N/A

VENDORS: Food Concessions? YES NO Other Vendors? YES NO

DO YOU PLAN TO HAVE ALCOHOL SOLD/SERVED AT THIS EVENT? YES NO

If yes, are liquor license and liquor liability insurance attached? YES NO

If yes, what time? N/A Until _____

ENTERTAINMENT: Are there any entertainment features related to this event? YES NO

If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule.

ATTENDANCE: What is the expected (estimated) attendance for this event? _____

AMUSEMENT: Do you plan to have any amusement or carnival rides? YES NO

If yes, you are required to obtain a permit through the City Clerk's Office.

REST ROOMS: Are you planning to provide portable rest rooms at the event? YES NO

If yes, how many? _____

As an event organizer, you must consider the availability of rest room facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the rest room facilities in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

OTHER REQUESTS: (i.e., Police Department assistance, Fire Dept., street closures, electrical, etc.)

ADOPTED: 11.15.11-BOARD ACTION

Minutes of September 6, 2018
Mayor and Board of Aldermen

INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Long Beach as an additional insured party on the policy. A sponsor of a Low Hazard event may request that Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that: A Certificate of Insurance must be provided which names the City of Long Beach as an additional named insured party on the policy or I am requesting that Board of Aldermen waive the insurance requirement for this Low Hazard Event as identified in paragraph above related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

All food vendors must be approved by the Harrison County Health Department, and each food or other vendor must provide the City of Long Beach with a Certificate of Insurance which names the City of Long Beach as an additional named insured party on the policy.

The approval of this special event may include additional requirements or limitations, based on the City's review of this application. Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

As the duly authorized agent of the sponsoring organization, I am applying for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the terms of the written confirmation of approval, and all other City requirements, ordinances and other laws, which apply to this Special Event. By signing this Special Event Application, I declare I am 21 years of age or older.

8/23/18 _____
Date Signature of Sponsoring Organization's Agent

RETURN THIS APPLICATION at least ninety (90) days before the first day of the event to:
CITY CLERK'S OFFICE - 201 JEFF DAVIS AVENUE – P.O. BOX 929 - LONG BEACH, MS
39560

ADOPTED: 11.15.11-BOARD ACTION

Minutes of September 6, 2018
Mayor and Board of Aldermen

October 20, 2018
Saturday
6:00pm - 8:00pm
Night Out Against
Crime
Town Green

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

Bob Paul
228-669-7601

TOWN GREEN

Group / Individual Name (Permit tee):

Long Beach Police Department

Telephone Number: 865-1981
Home Work Cell

Street Address: 201 Alexander Rd

City Long Beach State MS Zip 39560

Type of Event: Night Out Against Crime

Start Time: 6:00 pm

Closing Time: 8:00 pm

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on
October 20, 2018
(Date)

The person(s) requesting this permit

1. Agrees to personally accept responsibility for any damage done to the facility, grounds or equipment by persons in his/her group during the reserved period of time, and will hold the City of Long Beach harmless of any damage done to permit tee or permit tee's equipment.
2. Agrees to maintain order and control over persons in the group.
3. Agrees to abide by all policies and procedures of the City of Long Beach, the Long Beach Parks and Recreation Department as directed by the contents of the Town Green policy statement.
4. Understands that failure to comply with all the terms of the aforementioned policy as well as any violation of federal, state, or municipal law in conjunction with the use of this facility will result in the cancellation of the privilege of using this facility and will jeopardize any future permit grants for this or any other facility. I hereby agree that I have read and understand the regulations and policies governing the use of the Long Beach Town Green, including the deck area and shoo-fly.

Signature:  Date: 8/23/18

Rental Fee \$ _____ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

Clean-up Fee \$ _____ Receipt # _____ Date _____

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of September 6, 2018
Mayor and Board of Aldermen

STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I _____, do hereby release, acquit and forever discharge the City of Long Beach, Mississippi, and all of its respective agents, servants, employees, elected and non-elected officials, successors, predecessors, insurers, attorneys, and any and all other legal entities and persons, of and from any and all claims, demands, actions, damages, liability, or legal recourse of any type, and expenses (including attorneys' fees) in connection with or arising from or out of my use of the Town Green.

WHEREFORE, PREMISES CONSIDERED:

The undersigned further agrees that he/she shall indemnify and hold harmless the City against and from all claims, demands, actions, rights of action, liabilities, losses, judgments, costs, expenses, and attorney fees which shall or may rise by virtue of anything done or omitted to be done by us, including through or by its agents, employees, or other representatives, arising out of, claimed on account of, or in any manner predicated upon the use of the above mentioned property. The undersigned further agrees to protect and save and keep the City harmless and indemnify the City against and from any and all claims, demands, actions, liabilities, judgments, losses, costs, damages or expenses (including attorneys' fees) arising out of, claimed on account of, or in any manner predicated upon any accident or other occurrence arising from the use of the above mentioned property causing injury to person(s) (including death) or property to whomsoever or whatever in law and equity.

Furthermore, as part of the consideration for using the abovementioned property, the undersigned agree to assume full responsibility and liability for any and all risk of loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group or members thereof while in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said organization or group agrees to indemnify and hold the City of Long Beach, its agents and servants, and employees harmless from and against all claims and expenses for same, including attorneys fees.

This, the 23rd day of August, 2018.

Authorized Signature [Signature]

Witness [Signature]

Minutes of September 6, 2018
Mayor and Board of Aldermen

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the Proclamation of Civil Emergency below:

City of Long Beach

BOARD OF ALDERMEN
Donald Frazer - At-Large
Ronald Robertson - Ward 1
Bernie Parker - Ward 2
Kelly Griffin - Ward 3
Timothy McCaffrey, Jr. - Ward 4
Mark E. Lishen - Ward 5
Patricia Bennett - Ward 6



GEORGE L. BASS
MAYOR

CITY CLERK
TAX COLLECTOR
Stacey Dahl

CITY ATTORNEY
James C. Simpson, Jr.

OFFICE OF THE MAYOR
CITY OF LONG BEACH, MISSISSIPPI

PROCLAMATION OF A CIVIL EMERGENCY

WHEREAS, the undersigned Mayor of the City of Long Beach, Mississippi, as Chief Administrative Officer of said City, does now find, determine and adjudicate, that conditions of extreme peril to the public health and safety of the citizens and property in the City of Long Beach, Mississippi, do now exist, caused by torrential rain, flooding, wind and storm surge damage and other related disastrous consequences created by Tropical Storm Gordon on or about September 4, 2018; and said conditions warrant the proclamation of a civil emergency as defined in §45-17-1 of the Mississippi Code, Annotated; now therefore

IT IS HEREBY PROCLAIMED, that a civil emergency is hereby deemed to exist within the City of Long Beach, Mississippi, as of the date hereof, until its termination is further proclaimed by the undersigned Mayor of the City of Long Beach, Mississippi.

This the 3rd day of September, 2018, Long Beach, Harrison County, Mississippi.



George L. Bass, Mayor
The City of Long Beach, Mississippi

Stacey Dahl, City Clerk

201 Jeff Davis • P.O. Box 929 • Long Beach, MS 39560 • (228) 863-1556 • FAX (228) 865-0822
www.cityoflongbeachms.com

* * *

Upon further discussion, it was determined that it was no longer necessary for the City to remain under a State of Emergency, whereupon Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to terminate the Civil Emergency effective September 6, 2018.

**Minutes of September 6, 2018
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the contract with Christian Preus for Gateway Design, as follows:



Mailing:
307 De La Mare Avenue
Fairhope, AL 36532

1011 Desoto Street
Ocean Springs, MS 39564

September 4, 2018

City of Long Beach, Mississippi (Client)
Attn: Mayor George L. Bass (via email)

Regarding: Professional Services for Gateway & Streetscape Design

Dear Mayor Bass:

Thank you for considering Christian Preus Landscape Architecture, PLLC (CPLA) for design and project management of the Gateway and Streetscape Enhancement Project along Beach Boulevard in Long Beach, Mississippi.

We have pulled together a group of qualified design professionals to round out our team. In addition to CPLA's visioning, planning and management of the project, Dale Partners will be providing architectural services, with structural assistance from Simpkins & Costelli Structural Engineers. In addition, WelCon Electrical Engineers will be providing electrical design for the project.

It is our understanding that several items will be handled in house, or by the owner's representative, David Ball. *Services such as existing conditions surveys, grading, drainage, property acquisition, and MDOT permitting are not included in this fee proposal. An existing conditions survey of the entire project area shall be required for our work to begin.*

SCOPE OF SERVICES

I. SCHEMATIC DESIGN

The CPLA design team will meet with a steering committee of 5-6 City staff or administration to provide a representative cross section of ideas and perspectives. We will present our schematic ideas building on the plans that have been developed to date (by Watters Architecture) to obtain feedback.

II. DESIGN DEVELOPMENT

After obtaining feedback on the schematic plans, our team will begin the process of refining a singular vision for the project areas. We will develop preliminary plans that identify hardscape, landscape materials, and vertical structures. Images of these materials will be presented to the design team and client for feedback prior to the development of construction documents. We will work with the design team to develop a budget, and recommended phasing plan based on available funding.

Minutes of September 6, 2018 Mayor and Board of Aldermen

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III. CONSTRUCTION DOCUMENTS

Once the design team and steering committee establish what will be accomplished internally by the City, and what will be submitted for public bids, CPLA will compile all of the plans and specifications, and go through the process of publicly bidding all of the desired elements of the project.

IV. BIDDING PHASE

CPLA will advertise the project for public bid, obtain bids, negotiate (if necessary) and make a recommendation to the City.

V. CONSTRUCTION ADMINISTRATION

During construction, we will have a monthly OAC meeting and check in on construction every other week. We will field all questions from the contractor during the construction phase. At the completion of the project, our team will conduct a walk through and develop a punch list for the contractor to complete prior to receiving final payment.

COMPENSATION FOR SERVICES:

Unless noted otherwise, the fees for each line item task in the scope are listed below as lump sum figures based on the conversations and plan that we have been presented.

I.	Schematic Design	\$9,242.97
II.	Design Development	\$18,485.94
III.	Construction Documents	\$36,971.88
IV.	Bidding	\$4,621.49
V.	Construction Administration	\$23,107.43
		TOTAL: \$92,429.71

TERMS

Work on this project will commence promptly upon receipt of this signed Letter of Agreement. Please make all checks payable to Christian Preus Landscape Architecture, PLLC.

Progress billings will be submitted regularly throughout the term of the project. If an invoice is not paid within (30) days, work on the project will stop until all past due balances and progress billings are paid in full. If the Client fails to make payments when due and Christian Preus Landscape Architecture, PLLC incurs any cost in order to collect overdue sums from Client, then Client agrees that all such collection costs incurred shall immediately become due and payable to Christian Preus Landscape Architecture, PLLC. Collection costs shall include, without limitations, legal fees and reasonable Christian Preus Landscape Architecture, PLLC staff costs at the standard billing rates for Christian Preus Landscape Architecture, PLLC. Collection costs shall survive the term of this Agreement or any earlier term set by either party. In the case of termination, Client agrees to pay in full for all fees and expenses, including collection costs, incurred up to the termination date.

Minutes of September 6, 2018
Mayor and Board of Aldermen

The landscape architect is not responsible for the means and methods or appropriateness of the installation procedures undertaken by any contractor and not responsible for job safety. The landscape architect is not responsible for the location of any underground utilities or pipes, or any cracking in concrete, wood or other materials. The landscape architect is not responsible for cost overruns, foundation or drainage problems, or other complications related to the topographical elevation changes dictated by the design of the building or structures on the property. Client will hold harmless and indemnify the landscape architect and associates against all claims of bodily injury, property damage, and death. No extrinsic evidence, oral or written may be introduced to alter terms expressed herein no matter the cause or genesis.

ADDITIONAL SERVICES

Additional services consist of professional services provided which are not described specifically above but are mutually agreed upon between the Client and the Landscape Architect. This may include, but is not limited to, multiple revisions of approved drawings, or more design concepts than described in the scope above. Additional Services will be performed at the appropriate hourly rate, with estimates of time requirements first presented to you for approval.

Mayor Bass, we are grateful to be considered for this project. Please let me know if you need any additional information to assist you at this time.

Sincerely,

CHRISTIAN PREUS LANDSCAPE ARCHITECTURE, PLLC



BY : Christian H. Preus, ASLA 09-04-18
Date



Client 9/6/18
Date

Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to adopt the updated Civil Service Charts, to be effective October 1, 2018, as follows:

**Minutes of September 6, 2018
Mayor and Board of Aldermen**

509

Comptroller's Office

Memo

To: Mayor & Board of Aldermen
From: Kini Gonsoulin, Finance Director/Deputy City Clerk
Date: 8/29/2018
Re: Civil Service Step Charts

Please find attached new Civil Service Step Charts for Board approval.

These new charts only include changes to the Grades Fire Fighter 1st Class (FS-9), Driver/Operator (FS-10), Lieutenant (FS-12), and Battalion Chief (FS-13) in the Fire Department. These changes were explained by Chief Brown during the budget workshops and all increases have already been captured in the Fiscal Year 2019 budget.

The Civil Service Commission gave approval on July 26, 2018. These charts will become effective on October 1, 2018 contingent upon Board of Aldermen approval.

If you have any questions, please feel free to contact me. Thank you.

CIVIL SERVICE POSITION AND WAGE CLASSIFICATION
AS OF OCTOBER 1, 2018

EFF 10/01/2018	GRADE	POSITION	TITLE	AMT. STEP INC.	BASIC ONE YEAR	STEP I EIGHTEEN MONTHS	STEP II EIGHTEEN MONTHS	STEP III EIGHTEEN MONTHS	STEP IV ONE YEAR	STEP V ONE YEAR	STEP VI ONE YEAR	STEP VII ONE YEAR	STEP VIII ONE YEAR	STEP IX ONE YEAR	STEP X ONE YEAR	STEP XI ONE YEAR	STEP XII ONE YEAR
	FS-5	FireFighter	Recruit	1	\$27,316.00	12 months											
	FS-7	FireFighter	2nd Class	1	\$27,662.00	12 months											
	FS-9	FireFighter	1st Class	\$800	\$31,008.00	\$31,808.00	\$32,608.00	\$33,408.00	\$34,208.00	\$35,008.00	\$35,808.00	\$36,608.00	\$37,408.00	\$38,208.00	\$39,008.00	\$39,808.00	\$40,608.00
	FS-10	Driver/Operator	Fire Dept	\$800	\$32,363.00	\$33,163.00	\$33,963.00	\$34,763.00	\$35,563.00	\$36,363.00	\$37,163.00	\$37,963.00	\$38,763.00	\$39,563.00	\$40,363.00	\$41,163.00	\$41,963.00
	FS-12	Lieutenant	Fire Dept	\$800	\$34,341.00	\$35,141.00	\$35,941.00	\$36,741.00	\$37,541.00	\$38,341.00	\$39,141.00	\$39,941.00	\$40,741.00	\$41,541.00	\$42,341.00	\$43,141.00	\$43,941.00
	FS-13	Battalion Chief	Fire Dept	\$1,200	\$37,846.00	\$39,046.00	\$40,246.00	\$41,446.00	\$42,646.00	\$43,846.00	\$45,046.00	\$46,246.00	\$47,446.00	\$48,646.00	\$49,846.00	\$51,046.00	\$52,246.00
	FSA-12	Inspector/Training	Lieutenant	\$1,200	\$35,420.00	\$36,620.00	\$37,820.00	\$39,020.00	\$40,220.00	\$41,420.00	\$42,620.00	\$43,820.00	\$45,020.00	\$46,220.00	\$47,420.00	\$48,620.00	\$49,820.00
	FSA-13	Inspector/Training	Batt Chief	\$1,200	\$38,746.00	\$39,946.00	\$41,146.00	\$42,346.00	\$43,546.00	\$44,746.00	\$45,946.00	\$47,146.00	\$48,346.00	\$49,546.00	\$50,746.00	\$51,946.00	\$53,146.00
	FSA-15	Assistant Chief	Fire Dept	\$1,200	\$41,518.00	\$42,718.00	\$43,918.00	\$45,118.00	\$46,318.00	\$47,518.00	\$48,718.00	\$49,918.00	\$51,118.00	\$52,318.00	\$53,518.00	\$54,718.00	\$55,918.00
	FSA-16	Chief	Fire Dept	\$1,200	\$55,750.00	\$56,950.00	\$58,150.00	\$59,350.00	\$60,550.00	\$61,750.00	\$62,950.00	\$64,150.00	\$65,350.00	\$66,550.00	\$67,750.00	\$68,950.00	\$70,150.00
AFTER STEP X RAISES WILL BE CALCULATED AT THE INCREASE FROM IX TO X EVERY YEAR																	

FIRE SERVICE (FS)

CIVIL SERVICE POSITION AND WAGE CLASSIFICATION
 AS OF OCTOBER 1, 2018

EFF 10/01/2018			BASIC ONE YEAR	STEP I EIGHTEEN MONTHS	STEP II EIGHTEEN MONTHS	STEP III EIGHTEEN MONTHS	STEP IV ONE YEAR	STEP V ONE YEAR	STEP VI ONE YEAR	STEP VII ONE YEAR	STEP VIII ONE YEAR	STEP IX ONE YEAR	STEP X ONE YEAR
GRADE POSITION	TITLE												
PS-1	Dispatch	Recruit	\$24,614.00	Six Months									
PS-2	Dispatch	2nd Class	\$25,198.00	Six Months									
PS-3	Dispatch	1st Class	\$26,931.00	\$27,291.00	\$27,651.00	\$28,372.00	\$28,733.00	\$29,093.00	\$29,453.00	\$29,807.00	\$30,150.00	\$30,493.00	\$30,932.00
PS-4	Dispatch	Asst Supv	\$28,012.00	\$28,372.00	\$28,733.00	\$29,093.00	\$29,453.00	\$29,814.00	\$30,174.00	\$30,534.00	\$30,877.00	\$31,221.00	\$31,619.00
PS-5	Police Officer	Recruit	\$27,316.00	6 months									
PS-6	Animal Control	Officer	\$28,372.00	\$28,733.00	\$29,093.00	\$29,453.00	\$29,814.00	\$30,174.00	\$30,534.00	\$30,877.00	\$31,221.00	\$31,564.00	\$32,031.00
PS-7	Police Officer	2nd Class	\$27,662.00	6 months									
PS-8	Dispatch	Supervisor	\$28,733.00	\$29,093.00	\$29,453.00	\$29,814.00	\$30,174.00	\$30,534.00	\$30,895.00	\$31,248.00	\$31,591.00	\$31,934.00	\$32,305.00
PS-9	Police Officer Baliff	1st Class Warrant Off	\$33,000.00	\$33,800.00	\$34,600.00	\$35,400.00	\$36,200.00	\$37,000.00	\$37,800.00	\$38,600.00	\$39,400.00	\$40,200.00	\$41,000.00
PS-10	Corporal	Fire Dept	\$33,300.00	\$34,100.00	\$34,900.00	\$35,700.00	\$36,500.00	\$37,300.00	\$38,100.00	\$38,900.00	\$39,700.00	\$40,500.00	\$41,300.00
PS-11	Sergeant	Police Dept	\$35,000.00	\$35,800.00	\$36,600.00	\$37,400.00	\$38,200.00	\$39,000.00	\$39,800.00	\$40,600.00	\$41,400.00	\$42,200.00	\$43,000.00
PS-12	Lieutenant	Police Dept	\$36,000.00	\$36,800.00	\$37,600.00	\$38,400.00	\$39,200.00	\$40,000.00	\$40,800.00	\$41,600.00	\$42,400.00	\$43,200.00	\$44,000.00
PS-13	Captain	Police Dept	\$37,000.00	\$37,800.00	\$38,600.00	\$39,400.00	\$40,200.00	\$41,000.00	\$41,800.00	\$42,600.00	\$43,400.00	\$44,200.00	\$45,000.00
PSA-10		Police Dept	\$35,000.00	\$35,800.00	\$36,600.00	\$37,400.00	\$38,200.00	\$39,000.00	\$39,800.00	\$40,600.00	\$41,400.00	\$42,200.00	\$43,000.00
PSA-11	Admin Det-Sgt	Police Dept	\$35,700.00	\$36,500.00	\$37,300.00	\$38,100.00	\$38,900.00	\$39,700.00	\$40,500.00	\$41,300.00	\$42,100.00	\$42,900.00	\$43,700.00
PSA-12	Admin Lieut	Police Dept	\$36,000.00	\$37,200.00	\$38,400.00	\$39,600.00	\$40,800.00	\$42,000.00	\$43,200.00	\$44,400.00	\$45,600.00	\$46,800.00	\$48,000.00
PSA-13	Admin Capt.	Police Dept	\$37,000.00	\$38,200.00	\$39,400.00	\$40,600.00	\$41,800.00	\$43,000.00	\$44,200.00	\$45,400.00	\$46,600.00	\$47,800.00	\$49,000.00

CIVIL SERVICE POSITION AND WAGE CLASSIFICATION
 AS OF OCTOBER 1, 2018

GRADE	POSITION	TITLE	BASIC ONE YEAR	STEP I EIGHTEEN MONTHS	STEP II EIGHTEEN MONTHS	STEP III EIGHTEEN MONTHS	STEP IV ONE YEAR	STEP V ONE YEAR	STEP VI ONE YEAR	STEP VII ONE YEAR	STEP VIII ONE YEAR	STEP IX ONE YEAR	STEP X ONE YEAR
PSA-14	Admin Comm.	Police Dept	\$39,300.00	\$ 40,500.00	\$41,700.00	\$42,900.00	\$44,100.00	\$45,300.00	\$46,500.00	\$ 47,700.00	\$48,900.00	\$50,100.00	\$51,300.00
PSA-15	Deputy Chief	Police Dept	\$40,132.00	\$ 41,332.00	\$42,532.00	\$43,732.00	\$44,932.00	\$46,132.00	\$47,332.00	\$ 48,532.00	\$49,732.00	\$50,932.00	\$52,132.00
PSA-16	Asst. Chief	Police Dept	\$41,518.00	\$ 42,718.00	\$43,918.00	\$45,118.00	\$46,318.00	\$47,518.00	\$48,718.00	\$ 49,918.00	\$51,118.00	\$52,318.00	\$53,518.00
PSA-17	Chief of	Police Dept	\$55,750.00	\$ 56,950.00	\$58,150.00	\$59,350.00	\$60,550.00	\$61,750.00	\$62,950.00	\$ 64,150.00	\$65,350.00	\$66,550.00	\$67,750.00
AFTER STEP X RAISES WILL BE CALCULATED AT THE INCREASE FROM IX TO X EVERY YEAR													

CIVIL SERVICE POSITION AND WAGE CLASSIFICATION
 AS OF OCTOBER 1, 2018

EFF 10/01/2018			BASIC ONE YEAR	STEP I EIGHTEEN YEAR	STEP II EIGHTEEN MONTHS	STEP III EIGHTEEN MONTHS	STEP IV ONE YEAR	STEP V ONE YEAR	STEP VI ONE YEAR	STEP VII ONE YEAR	STEP VIII ONE YEAR	STEP IX ONE YEAR	STEP X ONE YEAR
GRADE	POSITION	TITLE											
CSA-1	Clerk	Typist	\$ 24,477.00	\$ 24,837.00	\$ 25,198.00	\$ 25,558.00	\$ 25,918.00	\$ 26,279.00	\$ 26,639.00	\$ 26,992.00	\$ 27,336.00	\$ 27,706.00	\$ 28,049.00
CSA-2	Clerk	Secretary	\$ 24,837.00	\$ 25,198.00	\$ 25,558.00	\$ 25,918.00	\$ 26,286.00	\$ 26,642.00	\$ 26,999.00	\$ 27,363.00	\$ 27,706.00	\$ 28,050.00	\$ 28,393.00
CSA-3	Clerk Clerk Secretary	Accounting PD Records Police Dept	\$ 25,198.00	\$ 25,558.00	\$ 25,918.00	\$ 26,639.00	\$ 26,999.00	\$ 27,360.00	\$ 27,720.00	\$ 28,050.00	\$ 28,393.00	\$ 28,736.00	\$ 29,079.00
CSA-4	Clerk Clerk Clerk Coordinator Librarian Librarian Off Mgr Secretary	Payroll Depty Court Senior Sr. Cit. Ctr Children Reference Public Wk Civil Service	\$ 26,639.00	\$ 26,999.00	\$ 27,360.00	\$ 28,080.00	\$ 28,441.00	\$ 28,804.00	\$ 29,161.00	\$ 29,505.00	\$ 29,834.00	\$ 30,177.00	\$ 30,521.00
CSA-5	Clerk Sr. Clerk Librarian Ex. Sec Evidence Clk.	Police Dept Acct Pay Assistant FD & PD Police Dept	\$ 27,360.00	\$ 27,720.00	\$ 28,080.00	\$ 28,441.00	\$ 28,801.00	\$ 29,161.00	\$ 29,522.00	\$ 29,862.00	\$ 30,205.00	\$ 30,548.00	\$ 30,932.00
CSA-6	Assistant Sr. Clerk Office Mngr.	Tx Coll Payroll	\$ 29,882.00	\$ 30,603.00	\$ 30,963.00	\$ 31,324.00	\$ 31,684.00	\$ 32,044.00	\$ 32,765.00	\$ 33,444.00	\$ 34,131.00	\$ 34,817.00	\$ 35,531.00
CSA-7	Clerk Super.	Bldg Permit Vehicle Mnt	\$ 32,044.00	\$ 32,824.00	\$ 33,604.00	\$ 34,384.00	\$ 35,164.00	\$ 35,944.00	\$ 36,724.00	\$ 37,504.00	\$ 38,284.00	\$ 39,064.00	\$ 39,844.00
H-15	Hrbr. Mstr.	Harbor	\$ 32,696.00	\$ 33,596.00	\$ 34,496.00	\$ 35,396.00	\$ 36,296.00	\$ 37,196.00	\$ 38,096.00	\$ 38,996.00	\$ 39,896.00	\$ 40,796.00	\$ 41,696.00

CIVIL SERVICE POSITION AND WAGE CLASSIFICATION
AS OF OCTOBER 1, 2018

GRADE	POSITION	TITLE	BASIC ONE YEAR	STEP I EIGHTEEN MONTHS	STEP II EIGHTEEN MONTHS	STEP III EIGHTEEN MONTHS	STEP IV ONE YEAR	STEP V ONE YEAR	STEP VI ONE YEAR	STEP VII ONE YEAR	STEP VIII ONE YEAR	STEP IX ONE YEAR	STEP X ONE YEAR
CSA-8	Director Purchasing Court Clerk	Library Agent	\$ 34,206.00	\$ 35,106.00	\$ 36,006.00	\$ 36,906.00	\$ 37,806.00	\$ 38,706.00	\$ 39,606.00	\$ 40,506.00	\$ 41,406.00	\$ 42,306.00	\$ 43,206.00
CSA-9	Dep. Cty Clk Super. Zoning Office	Payroll Pub. Wks. Wtr/Sew Permits	\$ 37,089.00	\$ 38,289.00	\$ 39,489.00	\$ 40,689.00	\$ 41,889.00	\$ 43,089.00	\$ 44,289.00	\$ 45,489.00	\$ 46,689.00	\$ 47,889.00	\$ 49,089.00
CSA-10	City Clerk Director ** 18 Months	Tax Coll Pub. Wks.	\$ 39,972.00	\$ 41,172.00	\$ 42,372.00	\$ 43,572.00	\$ 44,772.00	\$ 45,972.00	\$ 47,172.00	\$ 48,372.00	\$ 49,572.00	\$ 50,772.00	\$ 51,972.00
CSA-11	Finance Officer ** 18 Months		\$ 59,000.00	\$ 60,200.00	\$ 61,400.00	\$ 62,600.00	\$ 63,800.00	\$ 65,000.00	\$ 66,200.00	\$ 67,400.00	\$ 68,600.00	\$ 69,800.00	\$ 71,000.00
AFTER STEP X RAISES WILL BE CALCULATED AT THE INCREASE FROM IX TO X EVERY YEAR													

CIVIL SERVICE POSITION AND WAGE CLASSIFICATION
 AS OF OCTOBER 1, 2018

EFF 10/01/2018			BASIC ONE YEAR	STEP I EIGHTEEN MONTHS	STEP II EIGHTEEN MONTHS	STEP III EIGHTEEN MONTHS	STEP IV ONE YEAR	STEP V ONE YEAR	STEP VI ONE YEAR	STEP VII ONE YEAR	STEP VIII ONE YEAR	STEP IX ONE YEAR	STEP X ONE YEAR
GRADE	POSITION	TITLE											
CSH-1	Laborer		\$ 11.81	\$ 12.00	\$ 12.17	\$ 12.35	\$ 12.54	\$ 12.72	\$ 12.85	\$ 13.06	\$ 13.22	\$ 13.39	\$ 13.55
CSH-2	Harbor Guard		\$ 12.05	\$ 12.22	\$ 12.42	\$ 12.58	\$ 12.76	\$ 12.95	\$ 13.12	\$ 13.28	\$ 13.45	\$ 13.61	\$ 13.75
CSH-3	Electrician Labor Maintenance	Helper Leader Worker Helper	\$ 12.35	\$ 12.73	\$ 12.72	\$ 12.89	\$ 13.08	\$ 13.26	\$ 13.44	\$ 13.62	\$ 13.78	\$ 13.95	\$ 14.11
CSH-4	Electrician Equipment operator Mechanic Mechanic Harbor Master	Journeyman Journeyman Maintenance Assistant	\$ 13.07	\$ 13.25	\$ 13.44	\$ 13.61	\$ 13.79	\$ 13.97	\$ 14.16	\$ 14.43	\$ 14.48	\$ 14.65	\$ 14.83
CSH-5	Maintenance Worker Equipment Operator	Senior Senior	\$ 13.98	\$ 14.16	\$ 14.34	\$ 14.52	\$ 14.70	\$ 14.89	\$ 15.06	\$ 15.08	\$ 15.39	\$ 15.55	\$ 15.73
CSH-6	Electrician Mechanic	Master Fire Dept	\$ 14.89	\$ 15.06	\$ 15.24	\$ 15.43	\$ 15.61	\$ 15.78	\$ 15.97	\$ 16.13	\$ 16.30	\$ 16.46	\$ 16.65
CSH-7	Foreman		\$ 15.14	\$ 15.47	\$ 15.80	\$ 16.13	\$ 16.46	\$ 16.79	\$ 17.12	\$ 17.45	\$ 17.78	\$ 18.11	\$ 18.44
AFTER STEP X RAISES WILL BE CALCULATED AT THE INCREASE FROM IX TO X EVERY YEAR													

CIVIL SERVICE POSITION AND WAGE CLASSIFICATION
AS OF OCTOBER 1, 2018

EFF 10/01/2018	GRADE	POSITION	TITLE	BASIC ONE YEAR	STEP I EIGHTEEN MONTHS	STEP II EIGHTEEN MONTHS	STEP III EIGHTEEN MONTHS	STEP IV ONE YEAR	STEP V ONE YEAR	STEP VI ONE YEAR	STEP VII ONE YEAR	STEP VIII ONE YEAR	STEP IX ONE YEAR	STEP X ONE YEAR
	CSU-1	Transport	Aide	\$18,989.00	\$19,349.00	\$ 19,710.00	\$20,070.00	\$20,430.00	\$ 20,791.00	\$21,151.00	\$21,583.00	\$21,872.00	\$22,232.00	\$22,593.00
	CSU-2			\$19,349.00	\$19,710.00	\$ 20,070.00	\$20,430.00	\$20,791.00	\$ 21,151.00	\$21,511.00	\$21,872.00	\$22,232.00	\$22,593.00	\$22,953.00
	CSU-3			\$19,710.00	\$20,070.00	\$ 20,430.00	\$20,791.00	\$21,151.00	\$ 21,511.00	\$21,872.00	\$22,232.00	\$22,593.00	\$22,953.00	\$23,162.00
	CSU-4			\$20,070.00	\$20,430.00	\$ 20,791.00	\$21,151.00	\$21,511.00	\$ 21,872.00	\$22,232.00	\$22,593.00	\$22,953.00	\$23,313.00	\$23,674.00
	CSU-5	Crafts	Instructor	\$20,430.00	\$20,791.00									
	CSU-6			\$20,791.00	\$21,151.00	\$ 21,511.00	\$21,872.00	\$22,232.00	\$ 22,593.00	\$22,953.00	\$23,313.00	\$23,674.00	\$24,034.00	\$24,394.00
	CSU-7			\$21,151.00	\$21,511.00	\$ 21,872.00	\$22,232.00	\$22,593.00	\$ 22,953.00	\$23,313.00	\$23,674.00	\$24,034.00	\$24,394.00	\$24,755.00
	CSU-8			\$21,510.00	\$21,872.00	\$ 22,232.00	\$22,593.00	\$22,953.00	\$ 23,313.00	\$23,674.00	\$24,034.00	\$24,394.00	\$24,755.00	\$25,115.00
	CSU-9			\$21,872.00	\$22,232.00	\$ 22,593.00	\$22,953.00	\$22,065.00	\$ 23,674.00	\$24,034.00	\$24,394.00	\$24,755.00	\$25,115.00	\$25,475.00
	CSU-10	Coordinator	Recreation Fire Dept	\$39,498.00	\$39,859.00	\$ 40,219.00	\$40,580.00	\$40,940.00	\$ 41,300.00	\$41,661.00	\$42,021.00	\$42,381.00	\$42,742.00	\$43,102.00
AFTER STEP X RAISES WILL BE CALCULATED AT THE INCREASE FROM IX TO X EVERY YEAR														

**Minutes of September 6, 2018
Mayor and Board of Aldermen**

Based on the recommendations of the Department Heads and certification by the Civil Service Commission, Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to approve personnel matters, as follows:

Fire Department:

- Step Increase Adjustment, Lieutenant Craig Ahlers, FS12-VI, effective 10/1/18
- Step Increase Adjustment, Driver/Operator Jared Allen, FS10-VII, effective 10/1/18
- Step Increase Adjustment, Driver/Operator Josh Allen, FS10-III, effective 10/1/18
- Step Increase Adjustment, Driver/Operator Brandon Bates, FS12-V, effective 10/1/18
- Step Increase Adjustment, Battalion Chief George Byrd, FS13-V, effective 10/1/18
- Step Increase Adjustment, Firefighter 1st Class Richard Dubuisson, FS9-II, effective 10/1/18
- Step Increase Adjustment, Driver/Operator Jake Heinrich, FS10-VII, effective 10/1/18
- Step Increase Adjustment, Driver/Operator Chase Hendry, FS10-I, effective 10/1/18
- Step Increase Adjustment, Firefighter 1st Class Mikael Ingram, FS9-I, effective 10/1/18
- Step Increase Adjustment, Lieutenant Darren Koenenn, FS12-IX, effective 10/1/18
- Step Increase Adjustment, Lieutenant Rocky Ladnier, FS12-IX, effective 10/1/18
- Step Increase Adjustment, Driver/Operator Richard LeNormand, FS10-IV, effective 10/1/18
- Step Increase Adjustment, Lieutenant Jay Lonthair, FS12-V, effective 10/1/18
- Step Increase Adjustment, Driver/Operator Brad McGill, FS10-VI, effective 10/1/18
- Step Increase Adjustment, Battalion Chief Jarod McGill, FS13-VI, effective 10/1/18
- Step Increase Adjustment, Firefighter 1st Class Josh McGoey, FS9-II, effective 10/1/18
- Step Increase Adjustment, Battalion Chief Pete McGoey, FS13-VII, effective 10/1/18
- Step Increase Adjustment, Driver/Operator Johnathan Malley, FS10-V, effective 10/1/18
- Step Increase Adjustment, Driver/Operator Heath Mitchell, FS10-V, effective 10/1/18
- Step Increase Adjustment, Lieutenant Brian Moore, FS12-V, effective 10/1/18
- Step Increase Adjustment, Lieutenant Josh Rutledge, FS12-IX, effective 10/1/18
- Step Increase Adjustment, Lieutenant Richard Scott, FS12-VIII, effective 10/1/18
- Step Increase Adjustment, Lieutenant Jason Smith, FS12-IX, effective 10/1/18
- Step Increase Adjustment, Driver/Operator Kelly Whitman, FS10-III, effective 10/1/18

Police Department:

- New Hire, Police Officer 1st Class Daniel Gilkerson, PS9-B, effective 9/16/18
- Education Pay, Police Officer 1st Class Daniel Gilkerson, effective 9/16/18

Recreation:

- New Hire, Laborer Theodore Gentile, CSH-B, effective 9/1/18

**Minutes of September 6, 2018
Mayor and Board of Aldermen**

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve Budget Amendments for Fiscal Year 2017/2018, as follows:

**Finance Officer's
Office**

Memo

To: Mayor and Board of Aldermen
From: Kini Gonsoulin
Date: 8/30/2018
Re: Budget Amendment

Please find the attached budget amendments for consideration on the September 4, 2018 board meeting. These are the year end amendments that are made to make sure our budget is in compliance.

If you have any questions regarding this request, please do not hesitate to ask. Thank You.

**City of Long Beach
Budget Amendment Request**

Fund Name	<u>General Fund</u>	Date	<u>9/4/2018</u>
Department #	<u>145</u>	Budget Entry #	<u> </u>
Department Name	<u>General Admin</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Office Supplies 145-610400	2,000		1,218	3,218
Operating Supplies 145-610700	2,000		240	2,240
Wages 145-600100	176,332		(1,458)	174,874
				-
				-

Amendment to move funds within the General Admin Department.

Amendment #22

**Minutes of September 6, 2018
Mayor and Board of Aldermen**

**City of Long Beach
Budget Amendment Request**

Fund Name	<u>General Fund</u>	Date	<u>9/4/2018</u>
Department #	<u>146</u>	Budget Entry #	<u> </u>
Department Name	<u>Municipal Operations</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Operating Supplies 146-610700	1,500		620	2,120
Building Maintenance 146-611000	3,000		4,777	7,777
Insurance Premiums 146-629300	625,000		(5,397)	619,603
				-
				-

Amendment to move funds within the Municipal Operations Department.

Amendment #23

**City of Long Beach
Budget Amendment Request**

Fund Name	<u>Hurricane</u>	Date	<u>9/4/2018</u>
Department #	<u>166</u>	Budget Entry #	<u> </u>
Department Name	<u>Hurricane Nate</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Contractual Fees 166-620900	-	-	62,628	62,628
FEMA/EMMA Proceeds 010-455502	-	-	(62,628)	(62,628)
				-
				-
				-

Amendment to budget funds to be reimbursed by FEMA for Hurricane Nate

Amendment #24

**Minutes of September 6, 2018
Mayor and Board of Aldermen**

**City of Long Beach
Budget Amendment Request**

Fund Name	<u>State Seizure</u>	Date	<u>9/4/2018</u>
Department #	<u>238</u>	Budget Entry #	<u> </u>
Department Name	<u>State Seizure</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Misc Services & Charges 238-627900			498	498
Capital Outlay 238-630100			1,659	1,659
State Seizure Funds			(2,157)	(2,157)
				-
				-

Amendment to budget State Seizure Funds

Amendment #25

**City of Long Beach
Budget Amendment Request**

Fund Name	<u>General Fund</u>	Date	<u>9/4/2018</u>
Department #	<u>290</u>	Budget Entry #	<u> </u>
Department Name	<u>Fire Department</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Membership Dues/Sub 290-621900	-		30	30
Utilities 290-626000	2,000		172	2,172
Telephone Utilities 290-626001	6,000		936	6,936
Gas Utilities 290-626003	3,000		291	3,291
Electric Utilities 290-626004	28,000		2,536	30,536
Misc Serv & Charges 290-627900	-		35	35
Health Insurance 290-602600	207,758		(4,000)	203,758

Amendment to move funds within the Fire Department's budget.

Amendment #26

Minutes of September 6, 2018
 Mayor and Board of Aldermen

City of Long Beach
 Budget Amendment Request

Fund Name Capital Projects Date 9/4/2018
 Department # 345 Budget Entry # _____
 Department Name Capital Projects

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Capital Projects - Pineville Road Sidewalk 345-640100-10009	34,156		598,041	632,197
Federal Grans 010-450000	-		(598,041)	(598,041)
				-
				-
				-
				-
				-

Amendment to budget funds for the Pineville Road Sidewalk Project.

Amendment #27

City of Long Beach
 Budget Amendment Request

Fund Name General Fund Date 9/4/2018
 Department # 410 Budget Entry # _____
 Department Name Library Grants

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Operating Supplies 410-610700	-		3,913	3,913
Building Maintenance 410-611000			1,524	1,524
Leo Seal Funds			(5,437)	(5,437)
				-
				-
				-

Amendment to budget Leo Seal Funds for the library.

Amendment #28

**Minutes of September 6, 2018
Mayor and Board of Aldermen**

City of Long Beach
Budget Amendment Request

Fund Name	<u>Port/Harbor</u>	Date	<u>9/4/2018</u>
Department #	<u>445</u>	Budget Entry #	<u></u>
Department Name	<u>Port Harbor Operation</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Capital Projects 445-640100	-		22,279	22,279
Harbor Fund Balance			(22,279)	(22,279)
				-
				-
				-
				-

Amendment to budget Harbor fund balance for capital projects.

Amendment #29

City of Long Beach
Budget Amendment Request

Fund Name	<u>Tidelands</u>	Date	<u>9/4/2018</u>
Department #	<u>448</u>	Budget Entry #	<u></u>
Department Name	<u>Tidelands</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Contractual Fees 448-646209	12,785	-	37,198	49,983
Engineering Fees 448-646211	33,181		20,192	53,373
Tidelands Grant 420-460500	-		(57,390)	(57,390)
				-
				-
				-

Amendment to budget funds to be reimbursed by Tidelands Grant.

Amendment #30

Minutes of September 6, 2018
Mayor and Board of Aldermen

The Mayor and Board of Aldermen took up for consideration the matter of providing for the levy of ad valorem taxes for the City of Long Beach, Mississippi, and for the Long Beach Public School District. After a discussion of the subject, Alderman Parker offered and moved the adoption of the following resolution:

A RESOLUTION BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, FIXING AND LEVYING THE AD VALOREM TAXES ON TAXABLE PROPERTY WITHIN THE CITY OF LONG BEACH, MISSISSIPPI, AND WITHIN THE LONG BEACH PUBLIC SCHOOL DISTRICT WITH ADDED TERRITORY AS CONTAINED IN THE ASSESSMENTS AS OF JANUARY 1, 2018, AS PROVIDED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS PROVIDED BY LAW, AND UPON THE UNIFORM MOTOR VEHICLE ASSESSMENT SCHEDULE AS MADE ACCORDING TO THE PROVISIONS OF THE "MOTOR VEHICLE AD VALOREM TAX OF 1958" AS AMENDED, AND UPON ASSESSMENT OF PUBLIC UTILITIES PROPERTIES MADE BY THE STATE TAX COMMISSION, EXCEPT AS TO SUCH VALUES AS MAY BE EXEMPT, IN WHOLE OR IN PART, FROM CERTAIN LEVIES BY LAWS OF THE STATE OF MISSISSIPPI AND FOR RELATED PURPOSES

WHEREAS, the Mayor and Board of Aldermen (the "Governing Body") of the City of Long Beach, (the "Municipality"), having made due investigation therefore, and now find, determined, adjudicate and declare as follows:

(A) The Board of Supervisors of Harrison County, Mississippi, wherein the Municipality and the Long Beach Public School District with added territory (the "District") are located, has completed a countywide appraisal and does make or has made a countywide assessment of properties as provided by MCA §21-33-9, whereby the Municipality is required under the provisions of MCA §27-35-167, to adopt the assessments made or to be made by said Board of Supervisors containing the taxable property located in said Municipality and in said District.

(B) The Municipality has been furnished or will be furnished by the Clerk of said Board of Supervisors, a copy of the Land Roll Assessment values and the Personal Property assessment values of said Harrison County as contained in said Municipality and in said District, and has been furnished a copy of the recapitulation of said Land and Personal Property Assessment Rolls.

(C) Under the provisions of MCA §21-33-45, the Governing Body of the Municipality is required by resolution to fix the tax rate or levy of ad valorem taxes for the Municipality and for the Long Beach Public School District as therein provided.

(D) The Board of Trustees of said District has furnished the Governing Body of the Municipality a certified request for levy of ad valorem taxes to provide funds for the Budget of the District for the ensuing year.

(E) Time is of the essence that the Governing Body of the Municipality fix and establish the ad valorem tax levies for the municipality and for said District on taxable property as shown upon the Land and Personal Property Assessment Rolls furnished or to be furnished the Municipality by said Board of Supervisors of Harrison County, Mississippi, as provided by law and as the same may be corrected and/or amended, as further provided by MCA §21-33-10; all for the immediate preservation of the public peace, health and safety for providing immediate and necessary water and sewer services, police and fire protection, health and morals of public school students, for the immediate and temporary preservation of order and of the public health and safety.

(F) The levy of ad valorem taxes for said Municipality and district as hereinafter made, do not exceed any limit prescribed by law and will not result in rendering in total receipts from all levies any amount more than the receipts from such source during the next preceding fiscal year plus an increase of not more than ten percent (10%) of such receipts as to said Municipality, nor in any amount more than the receipts from such source during the next preceding fiscal year, plus an increase of not more than seven percent (7%) of receipts as to such District as provided by law.

Minutes of September 6, 2018
Mayor and Board of Aldermen

(G) The Governing Body of the Municipality is authorized and empowered to fix and establish the ad valorem tax levies for said Municipality and District to raise funds for the ensuing fiscal year as hereinafter provided.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AS FOLLOWS:

SECTION I. TAX LEVY

That an ad valorem tax of 107.65 mills be, and the same is hereby made, fixed and levied and declared for the year, 2018-2019, upon each dollar of assessed valuation of all taxable property as of January 1, 2018, within the corporate limits of the City of Long Beach, Mississippi (the "Municipality") and within the Long Beach Public School District with added territory (the "District"), as the same is now assessed and listed, or as the same may be hereafter assessed and listed or corrected or amended and furnished to the Municipality by the Board of Supervisors of Harrison County, Mississippi, upon the Real and Personal Property Assessment Rolls of said Municipality and District for the year, 2017, and upon the assessment of motor vehicles as made according to the provisions of the "Motor Vehicle Ad Valorem Tax Act of 1958", as amended, as shown on the Uniform Motor Vehicle Assessment Schedule for the Municipality and District for the year, 2018-2019 as adopted by the Municipality, and upon all of the Public Utilities Properties assessed by the State Tax Commission in said Municipality and District; all taxable according to law, in the amount of mills or fractional parts of mills, and for the purposes hereinafter set forth and as follows:

AD VALOREM TAX LEVY FOR THE MUNICIPALITY

(A) FOR GENERAL REVENUES AND GENERAL IMPROVEMENTS:

Upon all taxable property within the corporate limits of the Municipality [Authority: MCA §§ 21-33-45(a) and 27-39-307] 47.68 Mills

(B) FOR MUNICIPAL BONDS AND INTEREST
(Including General Obligation Notes):

Upon all taxable property within the corporate limits of the Municipality [Authority: MCA §§ 21-33-45(d) and (e), and 21-33-87] 1.30 Mills

TOTAL LEVY OF TAXES FOR MUNICIPAL PURPOSES 48.98 Mills

AD VALOREM TAX LEVY FOR THE LONG BEACH PUBLIC SCHOOL DISTRICT

(C) FOR SCHOOL DISTRICT MAINTENANCE:

Upon all taxable property within the corporate limits of the Municipality and within the added territory of the District [Authority: MCA §§ 21-33-45(b), 37-57-1, 37-57-105 and 37-57-107] 55.00 Mills

(D) FOR SCHOOL BUILDING PROGRAM:

Upon all taxable property within the corporate limits of the Municipality and within the added territory of the District [Authority: MCA §§ 21-33-45 AND 37-59-101] 3.00 Mills

(E) FOR SCHOOL DISTRICT COSTS OF TAX COLLECTION

Upon all taxable property within the corporate limits of the Municipality and within the added territory of the District [Authority: MCA §§ 21-33-45(b) and (g); 37-57-107 and 37-57-105] 0.67 Mills

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TOTAL TAX LEVY FOR SCHOOL PURPOSES	58.67 Mills
TOTAL LEVY OF AD VALOREM TAXES FOR MUNICIPAL AND SCHOOL DISTRICT PURPOSES:	107.65 Mills

SECTION 2. COLLECTION OF TAX

That the above rates or levies, in mills or in decimal fractions thereof, shall be collected by the Tax Collector of the Municipality, by and through the Harrison County Tax Collector pursuant to contract with the Municipality, upon each dollar of assessed valuation of the Real and Personal Property Assessment Rolls of the Municipality and of the District as of the 1st day of January, 2018, and the ensuing year, and as said rates or levies are hereinabove respectively fixed, levied and declared, save and except as to such values as may be exempt, in whole or in part, as provided by the applicable laws of the State of Mississippi; and that the above rates or levies, in mills or in decimal fractions thereof, shall be collected by the Tax Collector of Harrison County, Mississippi, upon the motor vehicle assessments as contained upon the Uniform Motor Vehicle Assessment Schedule adopted by the Municipality, and/or the Board of Supervisors of Harrison County, Mississippi, as provided by law.

SECTION 3. FUNDS

That all taxes and/or moneys received by the Tax Collector of the Municipality, as a result of the above rates or levies, shall be placed in the appropriate fund or funds of the Municipality and of the District, respectively, as the case may be, and as above provided; and that said funds shall be expended in the manner and for the purpose for which the aforesaid levy or levies of ad valorem taxes are made, and for no other purpose, except as may be otherwise provided by law.

SECTION 4. RESOLUTION, CERTIFIED COPIES

That certified copies of this resolution shall be prepared by the City Clerk of the Municipality and transmitted, one each to (a) the Motor Vehicle Comptroller of the State of Mississippi, (b) the State Auditor of the State of Mississippi, (c) the State Tax Commission of the State of Mississippi, and (d) the Tax Collector of Harrison County, Mississippi.

SECTION 5. EFFECTIVE DATE

That for good cause shown as provided in the preamble to this resolution, and the immediate preservation of the public peace, health and safety so requiring it for the conduct of business of the Municipality and of the District, and it being necessary forthwith to transmit the levy or levies hereinabove made to each of the officers set forth in Section 4, above for purposes provided by law, this resolution shall take effect and be in force from and after its adoption; but the same shall nevertheless be published, printed and spread upon the official minutes of the Governing Body of the Municipality as provided by law.

Alderman Frazer seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote by the Mayor, the result was as follows:

Alderman Ronald Robertson	voted	Absent, not voting
Alderman Patricia Bennett	voted	Aye
Alderman Donald Frazer	voted	Aye
Alderman Mark E. Lishen	voted	Present, not voting (Mayor ProTempore)
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Kelly Griffin	voted	Aye
Alderman Bernie Parker	voted	Aye

Minutes of September 6, 2018
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The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution adopted and approved this the 6th day of September, 2018.

APPROVED:



MARK E. LISHEN, MAYOR PRO TEMPORE

ATTEST:



STACEY DAHL, CITY CLERK

The Mayor and Board of Aldermen took up for consideration the matter of final approval and adoption of the Municipal Budget for the fiscal year beginning October 1, 2018 and ending September 30, 2019, and for related purposes. After a discussion of the subject, Alderman Frazer offered and moved the adoption of the following resolution:

A RESOLUTION BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, SETTING FORTH ANTICIPATED REVENUES AND EXPENDITURES OF SAID CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018, AND ENDING ON SEPTEMBER 30, 2019; APPROVING AND ADOPTING THE MUNICIPAL BUDGET FOR THE CITY FOR SAID FISCAL YEAR; APPROPRIATING FUNDS FOR SAID BUDGET; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen (the "Governing Body") of the City of Long Beach, Mississippi (the "Municipality"), having made due investigation therefore, do now find, determine, adjudicated and declare as follows:

(A) Pursuant to the provisions of MCA §21-35-5, the Governing Body of the Municipality prepared or caused to be prepared a complete budget of the municipal revenues, expenses, and working cash balances for the next fiscal year, including the amount to be raised by levy of ad valorem taxes, sales, fines and forfeitures, and other sources for the ensuing fiscal year beginning October 1, 2018 and ending September 30, 2019; and said Governing Body has further prepared a statement showing the aggregate revenues collected during the current fiscal year in the Municipality for municipal purposes, which statement shows every source of revenue along with the amount derived from each source;

(B) The Governing Body, on the 5th day of June, 2018, in regular meeting duly assembled, did adopt that certain order providing for a proposed municipal budget for the City of Long Beach, Mississippi, for the fiscal year beginning October 1, 2018, and ending September 30, 2019; providing for a public hearing to give the general public an opportunity to make oral or written comment on the taxing and spending plan incorporated in said budget; providing for notice of such hearing; and for related purposes.

(C) Pursuant to the aforesaid order a copy of said proposed Municipal Budget in detail was filed and remained on file in the office of the City Clerk at the City Hall in the Municipality and at the Long Beach Public Library, in the Municipality for public inspection and examination during business hours as provided in the said resolution;

(D) Notice of the Budget and Tax Levy Public Hearing provided for in the said resolution to be held at the Long Beach City Hall in said Municipality at 5:00 o'clock p.m. on Tuesday, August 21, 2018, was published in *The Gazebo Gazette*, a newspaper qualified under the provisions of MCA §13-3-31, which newspaper is published in Harrison County, Mississippi, wherein the Municipality is located, and has a general circulation in said Municipality; such publication having been made in said newspaper in the issue of August 10, 2018, and August 17, 2018 and proof of publication of which notice with clipping attached is on file in the office of the City Clerk of the Municipality;

(E) The Governing Body of the Municipality did meet at the Long Beach City Hall Meeting Room in said Municipality at 5:00 p.m. on Tuesday, August 21, 2018, the date fixed for holding of said public hearing, and did hold such hearing on the taxing and spending plan incorporated in the aforesaid proposed Municipal Budget; at which hearing all persons and the general public were given an opportunity to be heard and to make oral or written comment on the taxing and spending plan incorporated in said proposed Municipal Budget and Tax Levy for Municipality for the ensuing fiscal year; and

(F) At and after the aforesaid public hearing the Governing body did provide for amendments to said Municipal Budget, and thereafter, on the 4th day of September, 2018, at least one (1) week following the said public hearing, the said Municipal Budget was finalized, which final Municipal

Minutes of September 6, 2018 Mayor and Board of Aldermen

Budget for the Municipality for the fiscal year beginning October 1, 2018, and ending September 30, 2019, should be now finally approved and adopted and appropriations therefore made in words and figures made a part of this resolution as hereinafter set forth.

IT IS THEREFORE, RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AS FOLLOWS:

SECTION 1. Adoption of Municipal Budget

The Municipal Budget for the City of Long Beach, Mississippi, for the fiscal year beginning October 1, 2018, of anticipated revenues and the estimated expenditures for the said fiscal year be, and the aforesaid Municipal Budget is finally approved and adopted as and for the Municipal Budget for the Municipality in words and figures as follows:

See Attached Exhibit "A"

SECTION 2. Appropriations

The amounts, respectively, hereinabove in Section 1 set forth as anticipated revenues and the corresponding anticipated expenditures in each of the funds and categories as authorized to be expended, be, and the same are hereby, appropriated for the purposes and in the amounts hereinabove set forth, as and for the Municipal Budget Appropriation of Revenues and Expenditures to be made for the fiscal year, October 1, 2018, through September 30, 2019.

SECTION 3. Publication of Budget

As provided by MCA §21-35-5, the Budget Summaries as hereinabove in Sections 1 and 2 set forth in the Municipal Budget aforesaid, shall be published one (1) time in The Gazebo Gazette, a newspaper qualified under the provisions of MCA §13-3-31, published in Harrison County, Mississippi, having a general circulation in the city of Long Beach, Mississippi, there being no newspaper published in the Municipality so qualified to publish legal notices.

SECTION 4. Repeal of Conflicting Resolutions

All orders and resolutions of the Governing Body of the Municipality in conflict with the provisions of this resolution are hereby modified, rescinded and repealed to the extent of such conflict.

SECTION 5. Effective Date

It being necessary and in the public interest that appropriations for the fiscal year beginning October 1, 2018, be made and expenditures thereof authorized in order to provide necessary municipal services, including services, sewer services, fire protection services, police protection services, and other proper municipal purposes and in order to provide for the immediate and

**Minutes of September 6, 2018
Mayor and Board of Aldermen**

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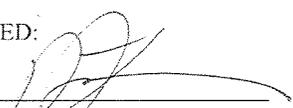
temporary preservation of the public peace, and the immediate preservation of order and of the public health and safety and to provide for the general welfare of the community, this resolution shall take effect and be in full force and effect from and after its adoption.

Alderman Griffin seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote by the mayor, the result was as follows:

Alderman Ronald Robertson	voted	Absent, not voting
Alderman Patricia Bennett	voted	Aye
Alderman Donald Frazer	voted	Aye
Alderman Mark E. Lishen	voted	Present, not voting (Mayor Pro Tempore)
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Kelly Griffin	voted	Aye
Alderman Bernie Parker	voted	Aye

The question having received the affirmative vote of all the Aldermen present and voting the Mayor declared the motion carried and the resolution adopted and approved this the 6th day of September, 2018.

APPROVED:


MARK E. LISHEN, MAYOR PRO TEMPORE

ATTEST:


STACEY DAHL, CITY CLERK

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 Mayor and Board of Aldermen

Exhibit A								
City of Long Beach, Mississippi - Proposed Municipal Budget								
Fiscal year 2018 - 2019								
Revenues	General Government 47.68 Mills	Municipal Debt Serv 1.3 Mills	Debt Serv Schools	Water/Sewer	Port/Harbor	Capital Imp. Funds	Special Revenue	Total
Cash Reserves	113,916						453,998	567,914
Property Tax	4,340,366	118,340						4,458,706
Lot Clean Up	5,000							5,000
Personal Property Taxes	179,907	4,905						184,812
Public Utility Taxes	163,538	4,459						167,997
Automobile Tags	884,536	26,540						911,076
Mobile Home	-							-
Prior Year	38,000	1,062						39,062
Payments in Lieu of Taxes	10,000							10,000
Penalties & Interest	100,000							100,000
Sales Tax	1,475,000			18,000	20,000			1,513,000
Privilege Licenses	25,000							25,000
Building Permits	80,000							80,000
Plumbing Permits	30,000							30,000
Electrical Permits	20,000							20,000
Contractors Permits	3,000							3,000
Home Occupancy Permits	1,000							1,000
Franchise Fees	650,000							650,000
Police Grants	25,000							25,000
Federal Fire Grants	-							-
School Resource Officer	100,972							100,972
Library Insurance Grant	23,000							23,000
Fines/Forfeits	500,000							500,000
Library Fines	12,000							12,000
Maintenance Fee	30,000							30,000
Vehicle Usage	5,000							5,000
State Municipal Aid	7,400							7,400
ABC License	15,000							15,000
Fire Rebate	85,000	68,372						153,372
DPS Grant	20,000							20,000
Fuel Tax	10,000							10,000
Homestead Reimbursement	165,000	4,618						169,618
Police Academy	10,000							10,000
County Road Tax	50,000							50,000
County Rail Tax	3,000							3,000
Maps/Copies	300							300
Zoning Fees	7,500							7,500
User Fees	8,000							8,000
Summer Rec Program	10,000							10,000
Senior Nutrition	10,000							10,000
Senior Crafts	7,500							7,500
F/D Other Grans	2,500							2,500
Admin Reimbursement	332,802			15,235				348,037
Police Svs Reimbursement	5,000							5,000
Cemetery	14,000							14,000
Rents	12,000							12,000
Interest Earned	75,000							75,000
Other Revenue	24,000			20,000				44,000
Credit Card Fees	750							750
Loan Proceeds								-
Cemetery Lots	20,000							20,000
Dockage Fees						280,000		280,000
Rents (Land Leases)						70,000		70,000
Store Sales						200		200
Delinquent Charges				130,000		4,000		134,000
Contingency				155,000				155,000
Water Charges				1,375,000				1,375,000
Sewer Charges				1,300,000				1,300,000
Sewer Treatment				815,000				815,000
Waste Water Debt				1,900,000				1,900,000
Solid Waste				900,000				900,000
Water Tap				15,000				15,000
Sewer Tap				20,000				20,000
Bond Proceeds								-
Total Revenues	9,709,987	228,296	-	6,663,235	374,200	-	453,998	17,429,716

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Exhibit A						
City of Long Beach, Mississippi - Proposed Municipal Budget						
Fiscal year 2018- 2019						
Expenditures	Personnel	Supplies	Other Charges/Services	Capital Outlay	Transfers Out	Total
Mayor's Office	155,814	1,900	7,850	-	-	165,564
Aldermen	91,002	-	4,500	-	-	95,502
Municipal Court	137,329	7,000	235,110	-	-	379,439
Legal	-	-	12,000	-	-	12,000
General Administration	179,260	4,500	3,050	600	-	187,410
Municipal Operations	-	18,475	1,032,900	-	-	1,051,375
Police Dept	2,913,529	283,400	240,548	136,864	-	3,574,341
Fire	2,264,832	90,660	64,400	15,000	68,372	2,503,264
Streets & Drainage	-	141,400	675,290	-	-	816,690
Vehicle Maintenance	-	6,800	-	-	-	6,800
Parks & Cemeteries	-	4,325	-	-	-	4,325
Library	263,585	27,600	27,050	-	-	318,235
Senior Citizens	98,488	31,850	1,400	-	-	131,738
Recreation	201,216	53,510	57,321	-	-	312,047
Planning & Zoning	130,657	5,000	15,600	-	-	151,257
Total General Fund	6,435,712	676,420	2,377,019	152,464	68,372	9,709,987
Enterprise Funds						
Water/Sewer Operation & Maintenance	95,695	804,252	4,715,232	125,000	-	5,740,179
Port/Harbor	244,254	16,200	111,002	-	-	371,456
Total Enterprise Funds	339,949	820,452	4,826,234	125,000	-	6,111,635
Capital Improvement Fund						
Drainage Projects						
Total Capital Improvement Funds						
Capital Improvement Funds - Special Revenue						
Capital Improvement - Mittal Steel Escrow					-	-
Capital Improvement - W/S Infrastructure				284,346	-	284,346
Capital Improvement - Developers Proceeds				169,652	-	169,652
Total Special Revenue				453,998	-	453,998
Debt Service Funds						
			Fees	Principal	Interest	Total
Municipal			1,200	190,574	23,369	215,143
Water/Sewer				166,745	12,483	179,228
Total Debt Service Funds			1,200	357,319	35,852	394,371
Total Expenditures						\$ 16,669,991

Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to approve the contract with Overstreet & Associates for Lovers Lane Drainage Improvements, as follows:

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Mayor and Board of Aldermen

161 Lameuse St., Suite 203
Biloxi, MS 39530
228-967-7137



630 Delmas Ave., Suite B
Pascagoula, MS 39567
228-967-7137

August 30, 2018

City of Long Beach
P.O. Box 929
Long Beach, MS 39560

RE: Lovers Lane Drainage Improvements

Ladies and Gentlemen:

Please find the attached proposed contract for design and construction phase services for the referenced drainage project in the Lovers Lane drainage basin. This proposed contract is based on the direction of the City at their August 2018 meetings. We recommend that the Board authorize the Mayor to execute the attached contract so that we may begin work on this project.

Sincerely,



David Ball, P.E.

DB 1022
Attachment

Minutes of September 6, 2018 Mayor and Board of Aldermen

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, effective as of Sept. 4, 2018 ("Effective Date") between City of Long Beach ("Owner") and Overstreet & Associates, PLLC ("Engineer").

Engineer agrees to provide the services described below to Owner for the survey, design, permitting, and construction administration of drainage improvements in the Lovers Lane drainage basin as previously studied by the City Engineer, along with other related drainage improvements and restoration, all more generally described as "Lovers Lane Drainage Improvements". ("Project")

Description of Engineer's Services: Provide design services for the Project, including the creation of Bid Documents, coordination with the City during the Bid process, acquisition of any needed permits, and other miscellaneous professional services, including topographical survey, construction administration services and construction inspection services needed to complete the work.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

- A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.
- B. *Payment of Invoices.* Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law) from said forty-fifth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

- A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
- B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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Minutes of September 6, 2018 Mayor and Board of Aldermen

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon the receipt of notice by Engineer.
 - B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- 5.01 Controlling Law**
- A. This Agreement is to be governed by the law of the state in which the Project is located.
- 6.01 Successors, Assigns, and Beneficiaries**
- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

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7.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The general conditions for any standard design/bid construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).
- F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

- A. This Agreement (consisting of pages 1 to 6 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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Minutes of September 6, 2018 Mayor and Board of Aldermen

9.01 Payment

- A. Based on the current expected construction cost of approximately \$741,000, and using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:
1. **Basic Services.**
 - a. Basic Services will be compensated on a lump sum amount of \$48,000, based on the following assumed distribution of compensation:

Preliminary Design Phase	35%
Final Design Phase	35%
Permitting	10%
Bidding and Negotiating Phase	5%
<u>Construction Phase</u>	<u>15%</u>
Total	100%
 2. **Topographical Surveys.**
 - a. For preparation of topographical survey data by ENGINEER's personnel or subconsultants, a lump sum amount of \$20,000.
 3. **Construction Inspection Services.**
 - a. Because the City does not currently have the funds available to construct the entire project, it is expected that a contract for Resident Project Representative Services and Post Construction Services will be negotiated between Owner & Engineer upon City's approval to proceed with Construction phases.
- B. **Hourly Rates for services billed on the basis of time.**
1. The Engineer's Standard Hourly Rates are attached as Appendix 1.
 2. Overtime pay (i.e., hours spent on the project in excess of 40 hours per calendar week), if any, for non-exempt employees shall be paid at an amount equal to the cumulative overtime hours charged times 1.5 multiplied by the standard hourly rates for each applicable billing class for all services performed during overtime hours.
 3. The Standard Hourly Rates may be adjusted annually (as of September 2019) to reflect equitable changes in the compensation payable to the ENGINEER.
- C. Engineer shall prepare and submit invoices to the Owner in accordance with Engineer's standard accounting and invoicing practices.
- D. Engineer proposes the following estimated schedule for completion of the various phases of the work:
- | | |
|-----------------------------|--|
| Complete Topo Survey | 30 days from date of execution of this Contract |
| Complete Preliminary Design | 90 days from date of execution of this Contract |
| Complete Final Design | 120 days from date of execution of this Contract |

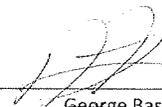
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

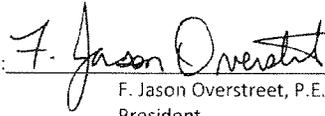
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Mayor and Board of Aldermen

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OWNER: City of Long Beach

ENGINEER: Overstreet & Associates, PLLC.

By: 
George Bass Mark. E. Lishien
Mayor Pro Tempore

By: 
F. Jason Overstreet, P.E.
President

Date Signed: 9/6/18

Date Signed: 8/31/2018
License No./State: 18601/MS

Address for giving notice:
P.O. Box 929
Long Beach, MS 39560

Address for giving notice:
161 Lameuse St., Suite 203
Biloxi, MS 39530

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Mayor and Board of Aldermen

Appendix 1

OVERSTREET & ASSOCIATES
STANDARD HOURLY RATES SCHEDULE
EFFECTIVE SEPT. 4, 2018

<u>Position</u>	<u>Billing Rate</u>
Principal.....	\$150.00
Senior Professional Engineer.....	\$145.00
Professional Engineer.....	\$130.00
Engineer Intern.....	\$95.00
CADD Technician III / Designer.....	\$90.00
CADD Technician II.....	\$80.00
CADD Technician I.....	\$70.00
Project Technician.....	\$65.00
Professional Land Surveyor.....	\$100.00
Sr. Survey Crew Chief.....	\$85.00
Survey Technician II.....	\$70.00
Survey Technician I.....	\$55.00
Survey Crew III.....	\$175.00
Survey Crew II.....	\$130.00
Survey Crew I.....	\$110.00

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Alderman Griffin made motion seconded by Alderman Parker and unanimously carried to approve Amendment 1 to the Master Services Agreement with Overstreet & Associates, as follows:

**Minutes of September 6, 2018
Mayor and Board of Aldermen**

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161 Lameuse St., Suite 203
Biloxi, MS 39530
228-967-7137



630 Delmas Ave., Suite B
Pascagoula, MS 39567
228-967-7137

August 30, 2018

City of Long Beach
P.O. Box 929
Long Beach, MS 39560

RE: City Engineering Services

Ladies and Gentlemen:

In our submittal of the Master Services Agreement for City Engineering services, we inadvertently left out a rate for Project Technician, which is a role allowing non-engineering, non-technical personnel to contribute to the various project tasks associated with the City Engineering services, such as Tidelands reimbursements and other such tasks which occasionally require completion. Additionally, we have added a few more rates for surveying tasks which will allow more flexibility in the performance of those tasks. We request your approval of this amendment to facilitate more efficient completion of our work.

Sincerely,

A handwritten signature in black ink, appearing to read "David Ball", is written over a horizontal line.

David Ball, P.E.

DB-539
Attachment

Minutes of September 6, 2018
Mayor and Board of Aldermen

AMENDMENT NUMBER 1 TO MASTER AGREEMENT BETWEEN
CITY OF LONG BEACH AND OVERSTREET & ASSOCIATES, PLLC.

It is agreed to modify the standard rates for Professional Services for City Engineering Services in accordance with the provisions contained in the Master Agreement dated August 7, 2018:

A. BASIS OF COMPENSATION

- Hourly fees as allowed in the Master Agreement will be modified in accordance with the hourly rates recited on the attached EXHIBIT "A".

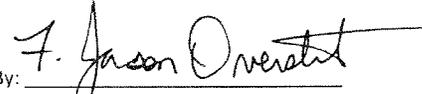
OWNER:

ENGINEER:

CITY OF LONG BEACH, MISSISSIPPI

OVERSTREET & ASSOCIATES, PLLC.

By: 
 George Bass Mark E. Lishan
 Mayor Pro Tempore

By: 
 F. Jason Overstreet, P.E.
 President
 MS PE #18601

Date Signed: 9/6/18

Date Signed: 8/31/2018

Minutes of September 6, 2018
Mayor and Board of Aldermen

EXHIBIT "A"

OVERSTREET & ASSOCIATES
STANDARD HOURLY RATES SCHEDULE
EFFECTIVE SEPTEMBER 1, 2018



<u>Position</u>	<u>Billing Rate</u>
Principal	\$150.00
Senior Professional Engineer	\$145.00
Professional Engineer.....	\$130.00
Engineer Intern	\$95.00
CADD Technician III / Designer.....	\$90.00
CADD Technician II	\$80.00
CADD Technician I	\$70.00
Project Technician.....	\$65.00
Professional Land Surveyor.....	\$100.00
Sr. Survey Crew Chief.....	\$85.00
Survey Technician II	\$70.00
Survey Technician I	\$55.00
Survey Crew III	\$175.00
Survey Crew II	\$130.00
Survey Crew I	\$110.00

**Minutes of September 6, 2018
Mayor and Board of Aldermen**

The Mayor and Board of Aldermen took up the matter of assessing the costs of cleaning property located at 200 LaRosa Road, Long Beach, Mississippi. After a discussion of the subject, Alderman Frazer offered and moved the adoption of the following Resolution and Order:

RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI ASSESSING THE COSTS OF CLEANING CERTAIN PROPERTY LOCATED AT 200 LAROSA ROAD, LONG BEACH, MISSISSIPPI, PREVIOUSLY ADJUDICATED BY THE CITY TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY, AND ORDERING SAME TO BE ENROLLED AS A LIEN AGAINST THE PROPERTY, AND THE PROPERTY TO BE SOLD FOR COLLECTION OF SAME BY THE COLLECTOR OF MUNICIPAL TAXES AND THE NEXT SALE CONDUCTED BY SUCH TAX COLLECTOR FOR SUCH PURPOSES, AND RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen having made due investigation therefore do now find, determine, declare and order as follows:

1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 200 LaRosa Road, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of July 17, 2018, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be held August 7, 2018, and directed notice of said hearing be served on the owner of said property in the manner as provided by said MCA Section 21-19-11;

2. That such hearing was conducted on August 7, 2018, having previously served the owner of said property, either by registered mail as is evidenced by the return receipt included in the materials produced at said hearing, or by personal service by police officer as evidenced by the return of service of such police officer, or by posting and publication of same, such service being in accordance with said MCA Section 21-19-11, and proof of same being spread upon the minutes of the Governing Authorities taken of such hearing;

3. That the Mayor and Board of Aldermen having considered testimony evidence adduced at hearing regarding the condition of the subject property and the observations of individual Aldermen concerning the condition of the subject property in its condition on the date of hearing, and being fully advised in the premises, did find and adjudicate on the

**Minutes of September 6, 2018
Mayor and Board of Aldermen**

hearing date that the property was in such a state of uncleanness as to be a menace to the public health and safety of the community;

4. That having adjudicated such property to be in such a state of uncleanness as to be a menace to the public health and safety of the community, notice of such adjudication was provided to the owner of same in accordance with the Resolution and as required by law, proof of which is attached hereto as Exhibit A, without action by the owner to resolve and remedy the condition of said property in the time allowed in accordance with Miss. Code Annotated Section 21-19-11, the City thereupon proceeded to cause same to be cleaned as allowed by law.

5. That it is now the intention of the City of Long Beach, in accordance with Miss. Code Annotated Section 21-19-11 to assess the costs of such cleanup against the property, to impose a lien against the said property as allowed by law, to cause such assessment to be a lien against the property and enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

6. That further, the City desires that tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AS FOLLOWS:

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 200 LaRosa Road, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0611N-02-012.000, and according to said tax records is owned by Susan Armstrong, having heretofore been adjudicated to be a menace to the public health and safety of the community in accordance with Miss. Code Annotated Section 21-19-11, and the owner of same failing to have same cleaned as required within the time allowed by law; and same being thereupon cleaned by the City, the City does hereby assess the costs of such cleanup against the property, does hereby impose same as a lien against the property as allowed by law, and does hereby order and direct such lien against the property to be enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

2. That further, the City hereby orders and directs the tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

Minutes of September 6, 2018
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3. The fine assessed and imposed hereby is in the TOTAL amount of \$1,922.26, \$422.26 being the cost of such clean up in accordance with the attached Exhibit A, together with a penalty of \$1,500.00, being not more than either One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost of clean-up, whichever is greater, as allowed by law, all to be assessed against the said parcel of land.

Alderman Griffin seconded the motion to adopt the foregoing resolution and order, and the question being put to a roll call vote by the Mayor, the result was as follows:

Alderman Ronald Robertson	voted Absent, not voting
Alderman Patricia Bennett	voted Aye
Alderman Donald Frazer	voted Aye
Alderman Mark Lishen	voted Present, not voting (Mayor Pro Tempore)
Alderman Timothy McCaffrey, Jr.	voted Aye
Alderman Kelly Griffin	voted Aye
Alderman Bernie Parker	voted Aye

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 6th day of September, 2018.

APPROVED: 

Mark E. Lishen, Mayor Pro Tempore

ATTEST:


Stacey Dahl, City Clerk

After considerable discussion regarding derelict properties, Alderman Frazer made motion seconded by Alderman Griffin and unanimously carried to direct City Attorney Jim Simpson to develop a plan of action for habitual offenders and burned properties, specifically 108 Park Row, 247 Reinike Road, and 20019 Sunshine Drive.

* * *

The Board also requested that the Building Official's office provide a report of building permits issued and property complaints made on a monthly basis

* * *

Alderman Frazer made motion seconded by Alderman Griffin and unanimously carried to schedule a work session for 5:00 pm on Tuesday, September 25, 2018 to discuss derelict properties.

Minutes of September 6, 2018
Mayor and Board of Aldermen

City Attorney Jim Simpson apprised the Board that the State Legislature had appropriated \$1,000,000 (one million dollars) for the City of Long Beach designated for paving.

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman McCaffrey made motion seconded by Alderman Griffin and unanimously carried to adjourn until the next regular meeting in due course.

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Ronald Robertson, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Kelly Griffin, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Mark E. Lishen, Ward 5

Alderman Patricia Bennett, Ward 6

Date

ATTEST:

Kini Gonsoulin, Deputy City Clerk

