

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

MUNICIPAL DOCKET
REGULAR MEETING OF AUGUST 17, 2021
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. PUBLIC HEARINGS
 - 1. Fiscal Year 2021-2022 Budget
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET
- VII. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. August 3, 2021 Regular
 - b. August 4, 2021 Work Session
 - 2. PLANNING & DEVELOPMENT COMMISSION
 - a. August 12, 2021 Regular
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 081721
- IX. UNFINISHED BUSINESS
 - 1. Tree Trimming/Arborist
 - 2. Speedbumps on White Harbor
- X. NEW BUSINESS
 - 1. Special Event App & Request to Waive Fees – American Legion Aux.; Bunco
 - 2. Memorandum of Agreement – Mississippi Transportation Commission
 - 3. Discussion – Golf Cart Ordinance; Alderman Johnson
 - 4. Discussion – Enhancements to Walking Track – Alderman McGoey
 - 5. Discussion – Ditch on North Harvest Lane – Alderman McGoey
 - 6. Discussion – Proposed Ditch on South Harvest Lane
 - 7. Drainage Issue at 604 Saratoga Dr. – Steve Walley
 - 8. Discussion – Insurance Update – Alderman Frazer
 - 9. Discussion – Trautman Bayou @ Magnolia NRCS Drainage Project
 - 10. Pile Integrity Testing Proposal – Challenge Engineering
 - 11. Reconsider Re-Subdivision Request – 5132 Beatline Rd; Micah McNally
 - 12. Erosion of Property at 206 Reeves St. – Frank Baktis & Sherill Finkelstein
- XI. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. PERSONNEL
 - a. Police Dept – Resignation (1); New Hire (1); Step Increase (7)
 - 3. CITY CLERK
 - a. Revenue/Expense Report July 2021
 - 4. FIRE DEPARTMENT
 - 5. POLICE DEPARTMENT
 - a. Lost, Stolen, Abandoned or Misplaced Property
 - b. Maintenance Agreement – Police Dept HVAC system
 - c. Reimbursement Agreement for Police Officers – Long Beach School Dist.
 - d. Purchase Agreement – US K9
 - 6. ENGINEERING
 - a. Award Contract – Sewer Inspection & Rehab 2021; Gulf Coast Underground
 - b. Award Contract – Senior Citizens Center Generator; DNP, Inc.
 - c. Contract Amendment – Overstreet & Assoc.; Cemetery Improvements
 - d. Contract Amendment – Overstreet & Assoc.; Zeta Harbor Permanent Repairs
 - 7. PUBLIC WORKS
 - a. Request to Advertise for 2021-2022 Annual Bids
 - 8. RECREATION
 - 9. BUILDING OFFICE
 - 10. HARBOR
 - Discussion – Bulkhead Kneewall Mitigation
 - 11. DERELICT PROPERTIES
- XII. REPORT FROM CITY ATTORNEY
- XIII. ADJOURN (OR) RECESS

Be it remembered that a public hearing before the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held, at 5:00 o'clock p.m., Tuesday, the 17th day of August, 2021, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

said City, and the same being the time, date and place fixed by order of the Mayor and Board of Aldermen for holding said public hearing.

There were present and in attendance on said board and at the meeting the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Patrick Bennett, Bernie Parker, Angie Johnson, Timothy McCaffrey, Jr., Mike Brown, Pete L. McGoey, Deputy City Clerk Kini Gonsoulin, and City Attorney Stephen B. Simpson, Esq.

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

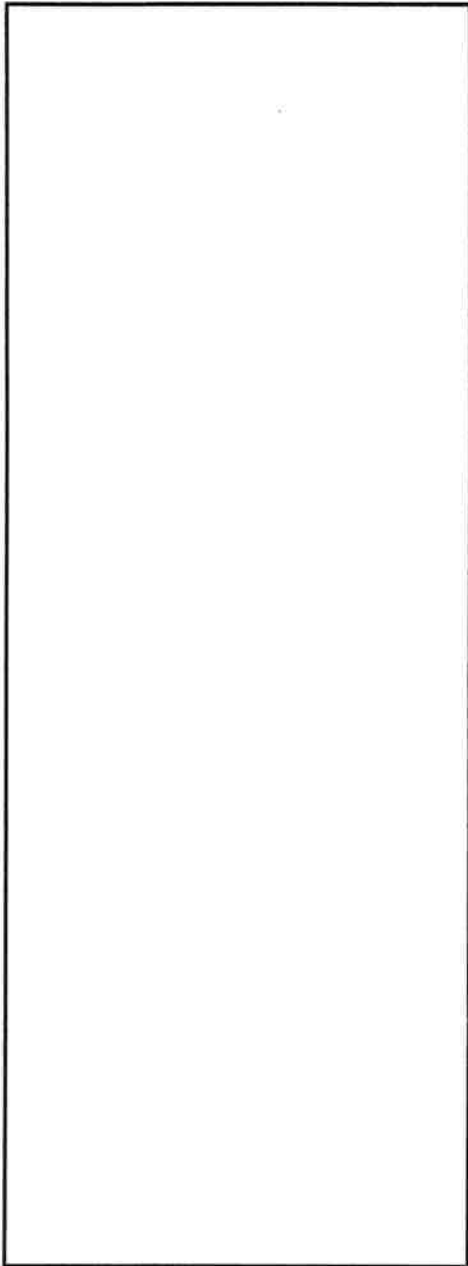
The public hearing on the Proposed Budget and Proposed Tax Levies for Fiscal Year 2021-2022 was called to order.

The Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on July 6, 2021, she did cause to be published in the Gazebo Gazette, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Notice of Public Hearing as evidenced by the Publisher's Proof of Publication.

Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to spread said Proof of Publication upon the record of this public hearing in words and figures, as follows:

Minutes of August 17, 2021
Mayor and Board of Aldermen

Proof of Publication



STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me the undersigned notary in and for said County and State, HUNTER DAWKINS, publisher of THE GAZEBO GAZETTE, a newspaper printed and published in Harrison County, who being duly sworn, deposes and says the publication of this notice hereunto attached has been made to the said publication _____ weeks in the following numbers and on the following dates of such paper:

- Vol. ~~XVI~~ No. 32 dated 6 day of August, 2021
- Vol. ~~XVI~~ No. 33 dated 13 day of August, 2021
- Vol. ___ No. ___ dated ___ day of _____, 20__
- Vol. ___ No. ___ dated ___ day of _____, 20__
- Vol. ___ No. ___ dated ___ day of _____, 20__
- Vol. ___ No. ___ dated ___ day of _____, 20__
- Vol. ___ No. ___ dated ___ day of _____, 20__
- Vol. ___ No. ___ dated ___ day of _____, 20__

Affiant further states on oath that said newspaper has been established and published continuously in said county for period of more than twelve months prior to the first publication of said notice.

Hunter Dawkins

Publisher

Sworn to and subscribed before me this 9 day of August, A.D. 2021.

Debbie A Orr

Notary Public



Minutes of August 17, 2021
Mayor and Board of Aldermen

**NOTICE OF A PUBLIC HEARING
ON THE PROPOSED BUDGET AND
PROPOSED TAX LEVIES FOR THE
UPCOMING FISCAL YEAR FOR
LONG BEACH, MISSISSIPPI**

The City of Long Beach, Mississippi, will hold a public hearing on its proposed budget and proposed tax levies for the fiscal year beginning October 1, 2021 and ending September 30, 2022, on Tuesday, August 17, 2021, at 5:00 o'clock p.m. in the City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, 39560.

The City of Long Beach is now operating with projected total budget revenue of \$17,951,912; 34% or \$6,192,938 of such revenue is obtained through ad valorem taxes. For the next fiscal year, the proposed budget has total projected revenue of \$18,685,921. Of that amount, 34% or \$6,404,713 is proposed to be financed through a total ad valorem tax levy.

The decision to not increase the total ad valorem tax millage rate for fiscal year October 1, 2021 through September 30, 2022, means you will not pay more in ad valorem taxes on your home, automobile tag, utilities, business fixtures and equipment and rental real property, unless the assessed value of your property has increased for fiscal year October 1, 2021, through September 30, 2022.

A millage rate of 43.75 will produce the same amount of revenue from ad valorem taxes as was collected the prior year. The millage rate for the prior year was 48.98.

Any citizen of the City of Long Beach, Mississippi, is invited to attend this public hearing on the proposed budget and tax levies for fiscal year beginning October 1, 2021, through September 30, 2022 and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.

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The Mayor opened the floor for public comments, and no one came forward.

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There being no public comments, Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to close the public hearing.

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in August, 2021, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Patrick Bennett, Bernie Parker, Angie Johnson, Timothy McCaffrey, Jr., Mike Brown, Pete L. McGoey, Deputy City Clerk Kini Gonsoulin, and City Attorney Stephen B. Simpson, Esq.

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

Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to strike item #8 Discussion – Insurance Update from New Business and add item #e. Resolution – Accept Police Grant; MS Office of Highway Safety under Departmental Business, 5. Police Department.

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the Regular minutes dated August 3, 2021, and Work Session minutes dated August 4, 2021 of the Mayor and Board of Aldermen, as submitted.

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated August 12, 2021, as submitted.

Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to approve payment of invoices listed in Docket of Claims number 081721, as submitted.

It came on for discussion Tree Trimming/Arborist, whereupon Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to direct David Ball to draft a revised Request for Proposal for the Aldermen to review.

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

It came on for discussion Speed Bumps on White Harbor, whereupon Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to allow Chief Seal to continue to work with Ms. Fair to reduce speeding on White Harbor Road.

Alderman Johnson made motion seconded by Alderman Brown and unanimously carried to approve the following Special Event Application submitted by The American Legion Auxiliary Unit 1995 for a Bunco Fundraiser, and waive Recreation Center rental fees:



**Donnie Levens Unit 1995
American Legion Auxiliary
Long Beach MS 39560**

To the Mayor and Board of Aldermen and Alderwomen:

The American Legion Auxiliary Unit 1995 Donnie Levens, Long Beach is asking if you would consider waving the fee to rent the Senior Citizen Center on Sept. 18, 2021 for a fund-raising event.

We are a nonprofit military organization that has helped the local schools, Teacher Appreciation Day, Volleyball, tennis and bowling teams and many Veterans and families.

Thank you for your time and dedication to your City, community groups and people of Long Beach.

Sincerely
Margaret Levens

Margaret Levens- President
American Legion Aux. Donnie Levens Unit 1995
EIN # 82-0943159

Minutes of August 17, 2021
Mayor and Board of Aldermen

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: 8/16/21 Time: 3:05pm 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 Mayor at least 90 calendar days before the first day of the event.

Sponsoring Organization's Legal Name: American Legion Aux Donnie LEVENS Unit 1995

Organization Address: 1006 Park Row Ave

Organization Agent: Margaret LEVENS Title: President

Phone: 228-341-3574 Home _____ Cell 228-341-3574 During Event

Agent's Address: 1006 Park Row Ave Long Beach

Agent's E-Mail Address: margaretlevens@gmail.com

Event Name: Bunco Fundraiser

Please give a brief description of the proposed special event:
Play bunco, silent auction, food and drinks

Event Day (s) & Date (s): Sept 18, 2021 Event Time (s): 5pm - 10pm

Set-Up Date & Time: Sept 18, 2021 3pm Tear-Down Date & Time: Sept 18, 2021 10pm

Event Location: Long Beach Senior Center

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

How many years has this event occurred? this is the second time

ADOPTED: 08.18.20-BOARD ACTION

Minutes of August 17, 2021
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: NA Through Date/Time: NA

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? 5-9 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 expected (estimated) attendance for this event? 75 - 150

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

If yes, you are requested to obtain a permit through the Building/Permit Department.

RESTROOMS: Are you planning to provide portable restrooms at the event? YES NO
If yes, how many?

As an event organizer, you must consider the availability of restroom 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 restroom 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.

ADOPTED: 08.18.20-BOARD ACTION

Minutes of August 17, 2021 Mayor and Board of Aldermen

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

Police Department Assistance

INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$1,000,000 (1 million). 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 the 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 the Board of Aldermen waive the insurance requirement for this Low Hazard Event as identified in the 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.

8-5-2021
Date

Margaret Swens
Signature of Sponsoring Organization's Agent

**RETURN THIS APPLICATION at least ninety (90) days before the first day of the event to:
City of Long Beach * Mayor's Office * 201 Jeff Davis Ave. * P. O. Box 929 * Long Beach, MS
39560**

ADOPTED: 08.18.20-BOARD ACTION

Minutes of August 17, 2021
Mayor and Board of Aldermen

9/18/21

Event Title: American Legion Amy Donnie Levens Unit 1995 Buned

DEPARTMENTAL USE ONLY: Please contact applicant directly with any questions or concerns. Sign and return to the City Clerk's Office, as soon as possible.

Approvals noted below, by departments, indicate they have been made aware of the request and the reasonability of their department has been met.

Police Dept: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____

Fire Dept: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____

Public Works: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____

Traffic Eng: _____ Recommended Approval: YES NO Est. Economic Impact: \$ _____

Parks/Rec: RF Recommended Approval: YES NO Est. Economic Impact: \$ 0

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

ADOPTED: 08.18.20-BOARD ACTION

Minutes of August 17, 2021 Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ALLEN INSURANCE AGENCY LLC PO Box 318 Long Beach, MS 39560	CONTACT NAME: Jess McKown PHONE (A/C, No, Ext): (228)822-1234 FAX (A/C, No): 228-822-1236 E-MAIL ADDRESS: gallen@alleninsagency.com <hr/> INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Western World Insurance Company 39018 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
INSURED Long Beach American Legion Auxiliary#1995 Donnie Levens 402 Evergreen Drive Long Beach, MS 39560	

COVERAGES **CERTIFICATE NUMBER: 0001** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		SEWQO-L	9/18/2021	9/19/2021	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000.00 MED EXP (Any one person) \$ 1,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ _____ Included \$ 1,000,000.00
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ _____					EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location : 20257 Daughtery Rd, Long Beach, MS 39560
 Code 39018, Bingo Games (Bunco)

Event Liability
 Contact: Margaret Levens-228-341-3574

CERTIFICATE HOLDER City of Long Beach Seniors Center And Parks & Recreation 20257 Daughtery Road Long Beach, MS 39560 228-868-7517	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Minutes of August 17, 2021
Mayor and Board of Aldermen

City of Long Beach Community Center
Application for use
Director Robert Paul
228-669-7601
recdept@cityoflongbeachms.com

Date 8-2-2021
Name of person making application Margaret LEVENS
Address 1006 PARK Row Ave
City Long Beach Zip code 39560
Telephone 228-341-3574
Name of the Organization American Legion Aux Donnie Levens Unit 1995
Address 1006 Park Row Ave
City Long Beach Zip code 39560
Telephone 228-341-3574 Margaret Levens
228-868-5616 Irene Brown
Reasons for wanting to use the Facility / Type of event BUNCO Fund-Raiser

Name of person in charge Margaret LEVENS Telephone 228-341-3574
Use Date(s) Sept 18, 2021
Length of use 5-7 hours Hours/ Opening Time 3pm
Closing time 10pm
Estimated Number of Participants: 75-100 Adults 75-88 Children 12-24
Calendar Check _____ Director Approval _____
Date of Approval _____

Police Department Security: Security needs to be booked 30 days prior to the event (Commander Billy Seal, Long Beach Police Department 865-1989). Confirmation must be turned in to the Long Beach Activity and Senior Center 14 Days prior to the event; otherwise, the event is subject to cancelation.

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Memorandum of Agreement with the Mississippi Transportation Commission for railroad crossing improvements, and authorize the Mayor to execute same:

MEMORANDUM OF AGREEMENT

STP-0295-00(021)/108427-301000
Long Beach Railroad Crossing Profile Improvements
City of Long Beach, MS

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "Commission"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and the City of Long Beach (hereinafter referred to as the "LPA"), for the purpose of establishing the terms under which the LPA may utilize federal funds to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the Commission has oversight responsibility and authority over federal funds that are available for local public agency projects to improve traffic safety; and

WHEREAS, the LPA has roads within its jurisdiction that need safety improvements and has made proper application to develop plans, advertise and let a contract to improve the vertical profiles at up to nine railroad crossings by elevating the existing asphalt roadway approaches to closer match the elevations of the railroad tracks making them more traversable for vehicles with low ground clearance; (hereinafter referred to as the "Project"), and the Commission intends to utilize available federal funds and manage the Project under the terms and provisions of this Memorandum of Agreement; and

WHEREAS, it is anticipated that approximately \$ 2,500,000.00 in state and federal funds (100% grant match and 0% local match) are available for the design and construction of the Project, and that the above mentioned federal funds may be rescinded if they are not obligated on or before February 28, 2023 and that the above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the Commission and the LPA desire to set forth, by this Agreement, more fully, the agreements of the parties by which the Project will be developed and completed; and

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the Commission enter into this Memorandum of Agreement to provide for the use of the currently available federal funds and any future federal funds that may be allocated to this Project, agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

- A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, hereby contracts, covenants and binds itself to the following responsibilities, duties, terms and conditions:

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

1. The LPA shall immediately designate a full time employee of the LPA as the Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT District LPA Coordinator.
2. The LPA shall promptly follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including, but not limited to, project activation, consultant selection, request and/or develop and follow all necessary permits, environmental process, preliminary design, right of way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out activities, except as specifically modified by the terms of this Agreement.
3. The LPA shall be responsible for all maintenance and operation of the Project during and after completion so that the federal investment in the Project is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of project funds through all available legal actions.
4. The LPA shall follow and abide by any and all federal requirements, specifically, but not limited to, the provisions that no retainage shall be withheld from installment payments to the construction contractor.
5. The LPA agrees that if any act or omission on the part of the LPA causes loss of Federal funding from the Federal Highway Administration ("FHWA") or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.
6. When applicable, the LPA shall pay all payments owed to Contractors and Consultants according to the terms of the contract, and in all instances payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold Federal reimbursement until adequate proof of payment has been produced by the LPA.

Excepted from this requirement are payments to railroads for any work included in the Project. Payments to railroads, their consultants or contractors, for work included in the Project, may be made by MDOT, in its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the Project.

7. The LPA shall be solely responsible for payment of any and all funds required to complete the Project, over and above the available federal aid funds for the Project.

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

8. The LPA acknowledges that MDOT will select and pay a consulting engineer to develop and prepare plans, specifications and an estimate for the Project, on behalf of the LPA.
9. The LPA shall procure the services of a consulting engineer to provide construction engineering and inspection during construction of the Project.
10. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the Commission, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.
11. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for the Project including press releases; materials for groundbreaking, ribbon cuttings or other public events; and any other public information or media resources by notifying the MDOT Public Affairs Division, 601-359-7074, comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the Transportation Commissioner, MDOT Executive Director or other designee to speak at any official public ceremony for this Project.
12. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work that has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule that will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

13. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.
 14. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 15. The LPA agrees that it will require that engineering plans prepared for the construction of the Project be signed and sealed by the professional engineer assigned to the Project by the consulting engineering firm. Further, the LPA agrees that it is responsible for errors and omissions that occur during construction, regardless of any review or oversight activity on the part of MTC.
 16. The LPA agrees that once construction of the Project has commenced, the LPA is responsible for the Project being completed according to the plans and specifications. The LPA acknowledges and agrees that this responsibility continues after the public funds provided through MDOT are exhausted.
- B. The Commission will perform the following duties and responsibilities:
1. The Highway and Rail Safety Division of MDOT will select a consulting engineer to develop and prepare plans, specifications and an estimate for the Project, on behalf of the LPA. The engineer selected is referenced as the PE Consultant.
 - a. The MDOT PE Consultant will provide oversight toward the completion and submittal of the final PS&E Assembly as needed to secure FHWA approval to advertise for construction.
 - b. The MDOT PE Consultant will assist the LPA with advertising the project, coordinating with bidders, reviewing and tabulating bids, and requesting approval to award the project.
 - c. If it appears that a change in the scope of work may be necessary, MDOT will confer with the LPA regarding an increase in costs, but any increase will be at the sole discretion of the Commission.
 - d. MDOT will pay the PE Consultant from the Project funds for approved services.

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

2. Approve permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of constructing the proposed transportation improvements. The Commission may enter into an appropriate agreement in its discretion.
3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the Commission upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the Project to progress in an orderly fashion. The review and oversight conducted by MTC does not relieve the LPA from its full responsibility for the proper design and construction of the Project.
5. During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimbursement.
6. Submit all documents to the FHWA when required or requested by the FHWA.
7. In its discretion, make payments directly to railroad companies, their consultants or contractors for work on railroads included in the Project. The payments made shall come from Project funds obligated for the Project.

ARTICLE II. GENERAL PROVISIONS

- A. The Commission shall have the right to audit all accounts associated with the Project, and should there be any overpayment by the Commission to the LPA, the LPA agrees to refund any such overpayment within thirty (30) days of written notification. Should the LPA fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.
- B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA, shall not, however, cancel any contract made by the LPA that is to further the purpose of this agreement and that is underway at the time of termination. Any construction contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total, legal and financial responsibility for any such contract. Additionally, funds may be suspended or terminated under the provisions of Section F of this Article.
- C. It is understood that this is a Memorandum of Agreement and that more specific requirements for the development and construction of the transportation improvement

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

- D. The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the Standard Specifications for Road and Bridge Construction, 2017 edition, or the LPA Project Development Manual.
- E. Before public funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the public funds suspended for the Project and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the public funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.
- F. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the Project, then MDOT time may be charged to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

ARTICLE III. NOTICE & DESIGNATED AGENTS

- A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:

Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002

LPA:

Mayor
City of Long Beach
201 Jeff Davis Avenue
Long Beach, MS 39560
Phone: (228) 863-1556

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

Fax: (601) 359-7110

Fax: (228) 865-0822

For Technical Matters:

COMMISSION:
District LPA Coordinator – District 6
MDOT
16499 Hwy 49
Saucier, MS 39574
Phone: (228) 861-4969
Fax: (228) 832-0681

LPA:
Comptroller/Deputy City Clerk
City of Long Beach
201 Jeff Davis Avenue
Long Beach, MS 39560
Phone: (228) 863-1556
Fax: (228) 865-0822

- B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

- A. The relationship of the LPA to the Commission is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the Commission, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.
- B. The Commission executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the Commission and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

(The rest of this page is intentionally blank)

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Agreement.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the 17th day of August, 2021.

City of Long Beach


George L. Bass, Mayor

Attested:


Stacey Dahl, City Clerk

So agreed this the _____ day of _____, 20__.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Acting Executive Director

Brad White
Executive Director
Mississippi Department of Transportation

Book _____, Page _____

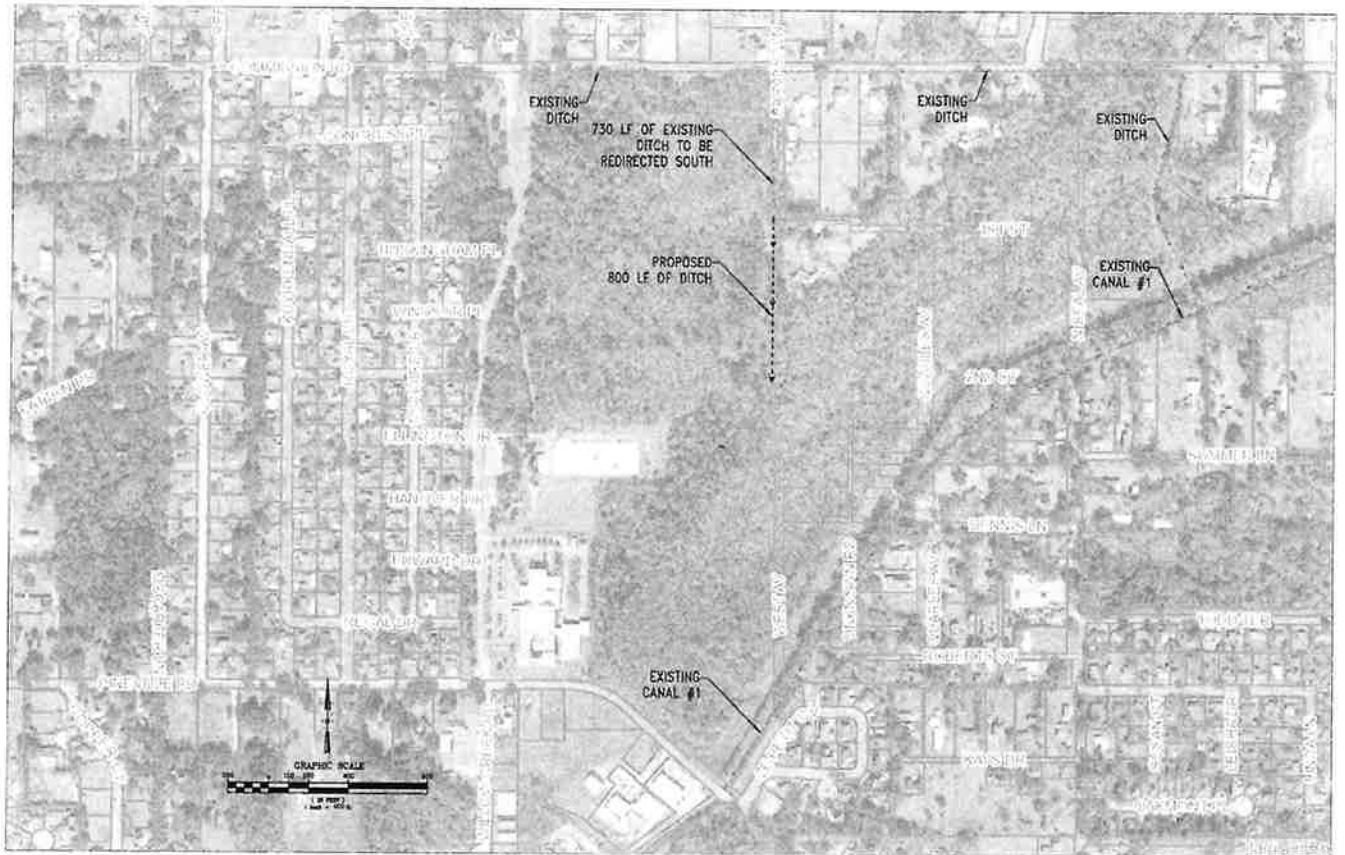
It came on for discussion Golf Cart Ordinance, whereupon Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to create a committee consisting of Aldermen Parker, Johnson and McGoey along with Chief Seal to review and discuss updates to the current ordinance.

Minutes of August 17, 2021
Mayor and Board of Aldermen

It came on for discussion Enhancement to Walking Track whereupon Alderman McGoey expressed concerns regarding lighting at the track after dark. It was the consensus of the Board to direct Recreation Director Bob Paul to research and formulate options for additional lighting.

It came on for discussion Ditch on North Harvest, whereupon Alderman McGoey expressed concerns for the instability of the aforesaid ditch. It was the consensus of the Board to direct Public Works Direct Joe Culpepper and City Engineer David Ball to contact the developer of the subdivision to remedy this issue.

It came on for discussion Proposed Ditch on South Harvest, whereupon Public Works Director Joe Culpepper apprised the Board of the need to extend and redirect a ditch on South Harvest Lane to alleviate flooding on South Harvest Lane and Commission Road. After further discussion, Alderman Parker made motion seconded by Alderman Brown and unanimously carried to direct Mr. Culpepper and City Engineer David Ball to derive an estimate for the project and seek the School Board's Approval.



**Minutes of August 17, 2021
Mayor and Board of Aldermen**

It came on for discussion Drainage Issue at 604 Saratoga Dr. regarding flooding issues arising from failed drainage pipe located under a shed located on the aforementioned property; whereupon the Mayor recognized Steve Walley, homeowner of aforesaid property. This shed was constructed on the 20' easement prior to being incorporated by The City. City Engineer David Ball presented the following options improvement options:

**PRELIMINARY COST ESTIMATE - SARATOGA/ALVERADO DITCH IMPROVEMENTS
8/16/2021**

OPTIONS (REFER TO ATTACHED MAP):

1. REMOVE OBSTRUCTION IN 20' EASEMENT (ON WALLEY PROPERTY);	SEE ESTIMATE #1 BELOW
2. INSTALL (2) 24" HDPE CULVERTS IN 10' EASEMENT (NORTH OF WALLEY)	SEE ESTIMATE #2 BELOW; PUBLIC WORKS UNAVAILABLE TO PERFORM THIS WORK WITH CURRENT WORK ORDER LOAD & TIGHT SPACE CONSTRAINTS; ESTIMATE REFLECTS 3RD PARTY CONTRACTOR
3. CONSTRUCT DITCH IN 10' EASEMENT (NORTH OF WALLEY)	IMPOSSIBLE TO CONSTRUCT DITCH IN AVAILABLE SPACE (ONLY ~10' WIDTH); CULVERTS WOULD BE REQUIRED

NOTES:

1. ESTIMATE #1 ASSUMES THE CITY'S PUBLIC WORKS DEPT. PERFORMS THE WORK.
2. ESTIMATE #2 ASSUMES (2) 24" HDPE WILL FIT IN THE AVAILABLE 10' EASEMENT NORTH OF WALLEY; IT'S POSSIBLE BUT WILL BE TIGHT.
3. IF REQ'D, TREE REMOVAL SHOULD BE PERFORMED BY A 3RD-PARTY CONTRACTOR.
4. ESTIMATE #2 ASSUMES A SMALL FEE TO PAY 3RD PARTY UTILITIES (AT&T, SPARKLIGHT, CSPIRE, ETC.) TO RELOCATE UTILITIES WHICH ARE CURRENTLY LOCATED IN 10' EASEMENT. THIS RELOCATION WILL ALSO CAUSE A SLIGHT DELAY WHILE UTILITIES ARE MOVED TO FACILITATE CONSTRUCTION.
5. IF ESTIMATE #2 IS SELECTED, THERE WILL BE SOME ADDITIONAL SMALL FEES FOR TOPOGRAPHICAL SURVEY, LIMITED DESIGN, AND THE BID PROCESS.

ESTIMATE #1 - REMOVE WALLEY OBSTRUCTION & CONVERT TO OPEN DITCH

ITEM	QUANTITY	UNIT PRICE	EXTENSION
REMOVE SHED/OBSTRUCTION	1 LS	\$ -	\$ -
REMOVE FENCE	25 LF	\$ -	\$ -
REMOVE EXIST. 15" CULVERT	1 LS	\$ -	\$ -
REMOVE EXIST. DRAINAGE BOX	1 LS	\$ -	\$ -
DISPOSE OF DEBRIS	1 LS	\$ 1,000.00	\$ 1,000.00
TOTAL ESTIMATED PROJECT COST			\$ 1,000.00

ESTIMATE #2 - LEAVE WALLEY OBSTRUCTION & CONSTRUCT CULVERTS IN 10' EASEMENT NORTH OF WALLEY

ITEM	QUANTITY	UNIT PRICE	EXTENSION
INSTALL 24" HDPE CULVERT	200 LF	\$ 60.00	\$ 12,000.00
REMOVE TREES IN 10' EASEMENT	3 EA	\$ 1,500.00	\$ 4,500.00
RELOCATE 3RD PARTY UTILITES	1 LS	\$ 1,000.00	\$ 1,000.00
TOTAL ESTIMATED PROJECT COST			\$ 17,500.00

After further discussion, Alderman Brown made motion seconded by Alderman Johnson to move forward with option #2, install 2 24" pipes in adjoining easement. The question being put to a roll call vote, the result was as follows:

Alderman Patrick Bennett	voted	Nay
Alderman Pete McGoey	voted	Aye
Alderman Donald Frazer	voted	Nay
Alderman Mike Brown	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Nay
Alderman Angie Johnson	voted	Aye

Minutes of August 17, 2021
Mayor and Board of Aldermen

SPECIALIZING IN SOILS
EXPLORATION, PHYSICAL
TESTING, ENGINEERING AND
NDT EXAMINATION SERVICES



CHALLENGE
ENGINEERING & TESTING, INC.

P. O. BOX 91537
4234 HALLS MILL ROAD
MOBILE, ALABAMA 36691
PHONE: (251) 666-1435
FAX: (251) 666-1438
WWW.CHALLENGETESTING.COM

August 4, 2021

>>>> PROJECT COST PROPOSAL <<<<

Mr. Mike Penny
City of Long Beach, Mississippi
Long Beach, Mississippi
Mike.penny@andercorp.com

RE: Pile Integrity Testing Proposal – Long Beach Marina Harbor
Long Beach, Mississippi -

Dear Mr. Penny,

Challenge Engineering and Testing Inc. has been requested to conduct Pile Integrity Testing (PIT) on sixteen (16) existing timber pilings that have been in place at the Long Beach, Mississippi Municipal Boat Harbor.

As requested Challenge will perform electronic low strain integrity testing on sixteen (16) designated timber pilings for the purpose of accessing the structural condition of the in place units. The cost to perform this testing program will be \$4375.00. In the event additional testing is requested, schedule of unit rates apply. Payment for services rendered shall be due in full 30 days following the submittal of invoice.

A report will be issued at the completion of the testing to outline the results of the field work.

All of the pilings are noted to be accessible by boat only.

After receiving authorization to proceed, arrangements will be made by Challenge Engineering and Testing, Inc. to mobilize and commence work.

Thank you for the opportunity to be of service on this important assignment.

Kindly Indicate Your Authorization
To Proceed With Project and Return
to Challenge Engineering & Testing, Inc.

Toby Watson -

Authorized by: 
Date: 8-5-21

Challenge Engineering & Testing, Inc.

It came on for discussion the following request for reconsideration of Re-Subdivision from Micah McNally for property located at 5132 Beatline Road:

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

Micah McNally

228-365-8511

Application of Resubdivision 5132 Beatline Road

Dear Mayor and Board of Alderman,

On July 22, 2021, I appeared before the Planning Commission to submit a Certificate of Resubdivision of the property at 5132 Beatline Road. The property has three regular self-storage buildings at the rear of the property and a retail building near the front of the property. The current Owner of the property has no intention of selling the retail building necessitating a resubdivision of the property if we are to purchase the self-storage buildings. At the meeting the issue of the inability to serve sewer and water to the property was raised. I stated that we had no need nor intention to add water and sewer to the property and we would, if necessary, pay all special connection fees for water and sewer. This answer seemed to be sufficient, and the Planning Commission approved the resubdivision unanimously. At this time, I was unaware of the issue raised by the City Engineer, David Ball, in reference to the resubdivision not adhering to city ordinance. I was unable to attend the Mayor and Board of Alderman meeting but, based on the video of the meeting it does not appear I would have been afforded the opportunity to speak if I had been present. The following day I contacted the city to ask Tina when I could pick up the Certificate, unfortunately she was out sick the remainder of the week. I called Tina on Monday August 9, 2021 and was informed that our request had been denied based on the letters from Public Works and the City Engineer. I then obtained the minutes for Planning Commission meeting and read the letter from David Ball for the first time.

At your meeting on August 3, 2021, the board accepted the regular minutes of the Planning & Development Commission dated July 22, 2021, with a motion from Alderman Parker to exclude the resubdivision of the 5132 Beatline Road based on a letter from Joe Culpepper at the Public Works Department and a letter from City Engineer David Ball that stated "the creation of a lot without frontage on an improved City street would be in violation of the City's ordinance." It is my understanding, that while not directly cited, he is referencing Appendix 2 Article IV Sec.2. – Access to lots that states:

Every lot shall have access to it that is sufficient to afford a reasonable means of ingress and egress for emergency vehicles, as well as, for all those likely to need or desire access to the property in its intended use. However, no lot shall have less than thirty-five (35) front feet on a street.

On August 10, 2021, I met with Joe Culpepper, and he stated there would need to be an easement marked on the survey to satisfy the ability to serve water sewer to the property. Mr. Culpepper told me I need to contact David Ball to clear this up. On August 12, 2021, I spoke with David Ball over the phone and explained the situation. It appears that he was not aware of the 23' easement on the North side of the property that extends from Beatline Road through parcel one to parcel two. I believe this was caused by the shrinking of the survey I submitted down to a letter size piece of paper that has made the survey illegible. Taking this into account I would ask the Board of Alderman and

Minutes of August 17, 2021 Mayor and Board of Aldermen

Mayor to reevaluate their decision to deny the certificate of resubdivision under the Code of Ordinance Appendix 2 Article II Section 12. Flexibility in Administration that states:

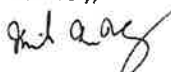
(a) The Mayor and Board of Aldermen recognizes, however, that due to the particular nature of a tract of land, or the nature of the facilities proposed for installation, or other factors, the underlying objectives of this article may be achieved even though the standards are not adhered to with precision. Therefore, the permit-issuing body is authorized to permit minor deviations from these standards whenever it determines that: (1) the objectives underlying these standards can be met without strict adherence to them; and (2) because of peculiarities in the developer's tract of land or the facilities proposed, it would be unreasonable to require strict adherence to these standards.

(b) Whenever the permit-issuing board authorizes some deviation from the standards set forth in this article pursuant to Subsection (a), the official record of action taken on the development application shall contain a statement of the reasons for allowing the deviation.

It is my contention that this resubdivision falls under this provision and meets the criteria set forth in Section 12. Due to the location of the existing Retail Space building in relation to the property line the largest easement possible is 23'. If necessary, we are open to obtaining a larger easement along Beatline Road to satisfy the 35' requirement. I would note that the 2018 International Fire Code Section 503.2.1 sets forth that "Fire apparatus access roads shall have an unobstructed width of not less than 20 feet...." If this section of the 2018 IFC is applicable, then the 23' easement would satisfy the underlying objective of section 2 by affording "a reasonable means of ingress and egress for emergency vehicles..."

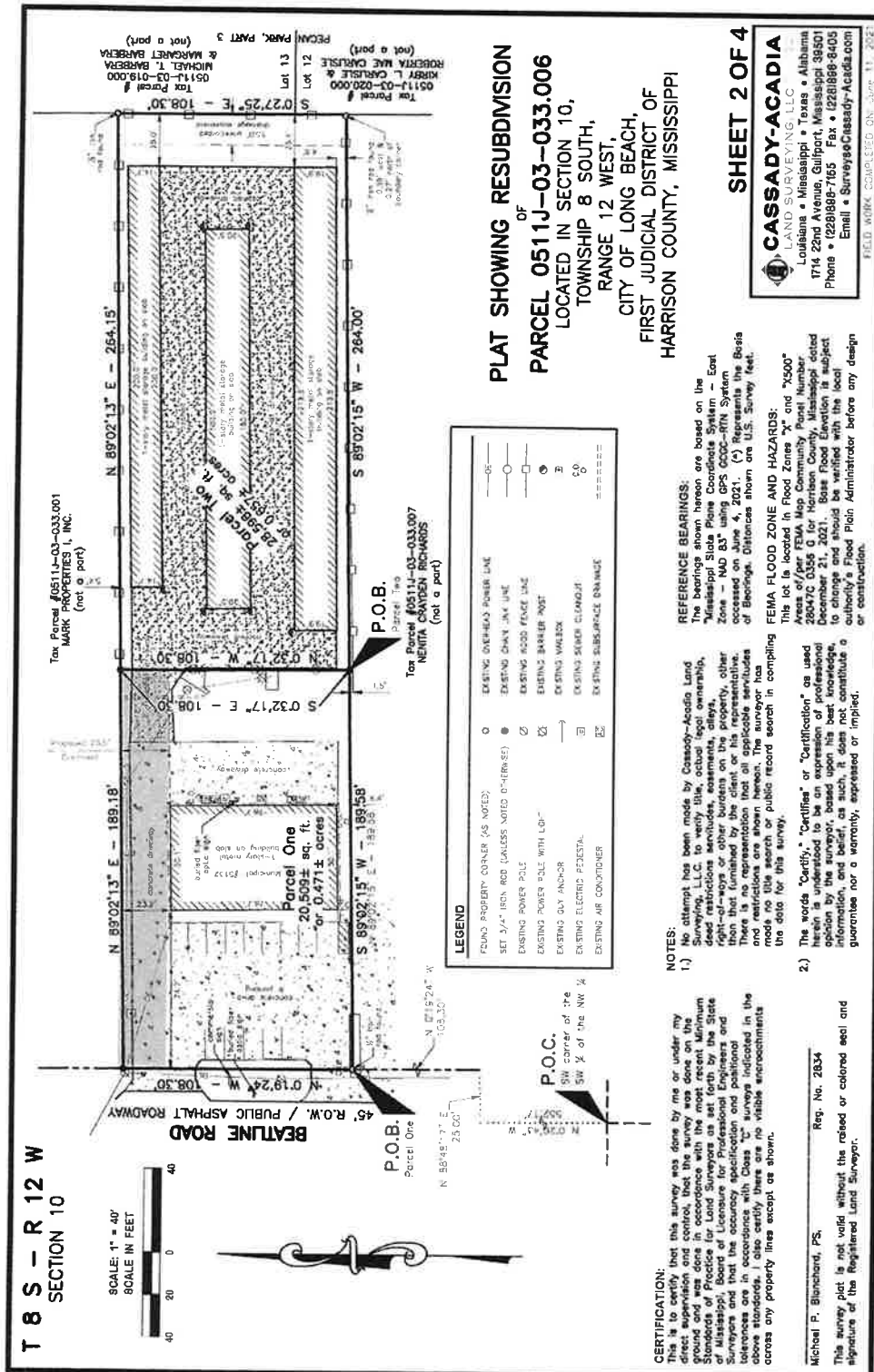
The looming deadline to submit this application to appear before the board has precluded me from speaking to the fire chief before submitting this letter. I will attempt to speak to him before this meeting. I appreciate your time and consideration in this matter.

Sincerely,



Micah McNally

Minutes of August 17, 2021
Mayor and Board of Aldermen



Minutes of August 17, 2021
Mayor and Board of Aldermen

CERTIFICATE OF RESUBDIVISION

In accordance with Article II, Section 3 of the Code of Ordinances (Subdivision Regulations) of the City of Long Beach as amended, it is hereby certified that the Long Beach Planning Commission Chairman and Long Beach Mayor and Board of Aldermen have reviewed and approved the attached Final Plat. The following property has been subdivided from Harrison County ad valorem tax parcel number 0511J-03-033.006 into two new parcels. The subject properties are generally described as being located east of Beadline Road, north of Phenille Road, and south of Hickory Drive.

**LEGAL DESCRIPTION OF LAND PRIOR TO THIS RESUBDIVISION:
PARCEL #0511J-03-033.006**

A parcel of land located in the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 10, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, being more particularly described as follows, to-wit:

Commencing at the Southwest (SW) corner of the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 10, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi; thence run North 00 degrees 27 minutes 00 seconds East 552.17 feet to a point; thence run North 89 degrees 36 minutes 00 seconds East 25.00 feet to an iron rod found on the East margin of Beadline Road, said iron rod also being the Northwest (NW) corner of the property of Memorial Hospital; thence run along said East margin, North 00 degrees 28 minutes 19 seconds East 108.30 feet to an iron rod and the POINT OF BEGINNING; thence continue along said East margin, North 00 degrees 28 minutes 19 seconds East 108.30 feet to an iron rod; thence run North 89 degrees 35 minutes 57 seconds East 453.33 feet to an iron rod located on the West boundary of Pecan Park Subdivision, Part 3 (Plat Book 30 at Page 6); thence run along said West boundary South 00 degrees 35 minutes 18 seconds West 108.30 feet to an iron rod; thence run South 89 degrees 35 minutes 58 seconds West 453.59 feet back to the Point of Beginning, containing 1.127 acres, more or less.

SUBJECT TO AN UNRECORDED Drainage easement to the City of Long Beach across the East fifteen feet (15') of the above described property.

LEGAL DESCRIPTIONS OF THE (2) NEW PARCELS READ AS FOLLOWS:

LEGAL DESCRIPTION OF PARCEL ONE:

A parcel of land situated and being located in a part of the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 10, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the southwest corner of the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 10, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi; thence run North 00 degrees 29 minutes 43 seconds West a distance of 552.17 feet to the point of beginning of Beadline Road; thence run North 00 degrees 17 minutes 17 seconds East a distance of 25.00 feet to a point on the easterly margin of Beadline Road; thence run North 00 degrees 19 minutes 24 seconds West a distance of 108.30 feet to a 1/2-inch iron rod at the POINT OF BEGINNING of the parcel herein described;

thence continue from said POINT OF BEGINNING North 00 degrees 19 minutes 24 seconds West along the easterly margin of Beadline Road a distance of 108.30 feet to a 3/4-inch iron rod; thence departing the easterly margin of Beadline Road run North 89 degrees 02 minutes 13 seconds East a distance of 189.18 feet to a 3/4-inch iron rod; thence run South 00 degrees 32 minutes 17 seconds East a distance of 108.30 feet to a 3/4-inch iron rod; thence run South 89 degrees 02 minutes 15 seconds West a distance of 189.58 feet to the POINT OF BEGINNING.

Sold parcel contains 0.471 acres, more or less.

LEGAL DESCRIPTION OF PARCEL TWO:

A parcel of land situated and being located in a part of the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 10, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the southwest corner of the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 10, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi; thence run North 00 degrees 20 minutes 43 seconds West a distance of 552.17 feet to a point; thence run North 89 degrees 36 minutes 00 seconds East 25.00 feet to an iron rod found on the easterly margin of Beadline Road; thence run North 00 degrees 19 minutes 24 seconds West a distance of 108.30 feet to a 1/2-inch iron rod; thence departing the easterly margin of Beadline Road run North 89 degrees 02 minutes 15 seconds East a distance of 189.58 feet to a 3/4-inch iron rod at the POINT OF BEGINNING of the parcel herein described;

thence run North 00 degrees 32 minutes 17 seconds West a distance of 108.30 feet to a 3/4-inch iron rod; thence run North 89 degrees 02 minutes 13 seconds East a distance of 264.15 feet to a 1/2-inch iron rod; thence run South 00 degrees 27 minutes 25 seconds East a distance of 108.30 feet to a point on the easterly margin of Beadline Road; thence run South 89 degrees 02 minutes 15 seconds West a distance of 264.00 feet to the POINT OF BEGINNING.

Sold parcel contains 0.657 acres, more or less.

LEGAL DESCRIPTION OF EASEMENT:

A parcel of land situated and being located in a part of the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 10, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the southwest corner of the Southwest Quarter of the Northwest Quarter (SW 1/4 of the NW 1/4) of Section 10, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi; thence run North 00 degrees 27 minutes 43 seconds West a distance of 552.17 feet to the point of beginning of Beadline Road; thence run North 00 degrees 17 minutes 17 seconds East a distance of 25.00 feet to a point on the easterly margin of Beadline Road; thence run North 00 degrees 19 minutes 24 seconds West a distance of 108.30 feet to a 1/2-inch iron rod; thence continue North 00 degrees 19 minutes 24 seconds West along the easterly margin of Beadline Road a distance of 85.30 feet to the POINT OF BEGINNING of the parcel herein described;

thence continue from said POINT OF BEGINNING North 00 degrees 19 minutes 24 seconds West along the easterly margin of Beadline Road a distance of 23.00 feet to a 3/4-inch iron rod; thence departing the easterly margin of Beadline Road run North 89 degrees 02 minutes 13 seconds East a distance of 189.18 feet to a 3/4-inch iron rod; thence run South 00 degrees 32 minutes 17 seconds East a distance of 23.00 feet to a point; thence run South 89 degrees 02 minutes 13 seconds West a distance of 189.26 feet to the POINT OF BEGINNING.

Sold parcel contains 0.389 acres, more or less.

PLAT SHOWING RESUBDIVISION

**OF
PARCEL 0511J-03-033.006**

**LOCATED IN SECTION 10,
TOWNSHIP 8 SOUTH,
RANGE 12 WEST,**

**CITY OF LONG BEACH,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI**

SHEET 3 OF 4



FIELD WORK COMPLETED ON: June 11, 2021
CAS-FILE: 11-2021-121-02-346.dwg FIELD BOOK: 11, PG 1

Minutes of August 17, 2021
Mayor and Board of Aldermen

CERTIFICATE OF OWNERSHIP:
I hereby certify that Steve McCalliey acting as agent for the owner of the property described herein, which property is within the subdivision jurisdiction of the City of Long Beach, and that I freely adopt this plan of subdivision.
Steve McCalliey, Agent
Baseline Road Mini Storage
Date: _____

Subscribed and sworn to before me, in my presence this ____ day of _____, 2021, a Notary Public in and for the County of _____, State of _____.

NOTARY PUBLIC
My Commission Expires: _____

CERTIFICATE OF OWNERSHIP:
I hereby certify that Mitch McCalliey acting as agent for the owner of the property described herein, which property is within the subdivision jurisdiction of the City of Long Beach, and that I freely adopt this plan of subdivision.
Mitch McCalliey, Agent
Baseline Road Mini Storage
Date: _____

Subscribed and sworn to before me, in my presence this ____ day of _____, 2021, a Notary Public in and for the County of _____, State of _____.

NOTARY PUBLIC
My Commission Expires: _____

CERTIFICATE OF SURVEY AND ACCURACY:
I hereby certify that this map drawn by me or drawn under my supervision from actual survey made by me or actual survey made under my supervision and was prepared in accordance with all applicable laws and ordinances. Witness my official signature, registration number and seal this the ____ day of _____, 2021.
Michael P. Blanchard
Michael P. Blanchard, PS
Registration No. 2034

Subscribed and sworn to before me, in my presence this ____ day of _____, 2021, a Notary Public in and for the Parish of Lafourche, State of Louisiana.
Michael P. Blanchard
NOTARY PUBLIC FOR LAFOURCHE
My Commission Expires: *at death*

CERTIFICATE OF APPROVAL:
I hereby certify that the Minor Subdivision shown on this plat does not involve the creation of new public streets, or any change in existing public streets, the extension of public water or sewer system or the installation of drainage improvements through one or more lots to be shown on one or more lots. That the subdivision shown is in all respects in compliance with the City ordinance of Long Beach and that therefore this plat has been approved by the administrator subject to its being recorded in the Harrison County Courthouse within sixty (60) days of the date below.
Administrator: _____ Date: _____

PLANNING COMMISSION:
Submitted to and approved by the City of Long Beach Planning Commission at the regularly scheduled meeting on the ____ day of _____, 2021.
Planning Commission Chairman: _____

APPROVAL:
Submitted to and accepted by the City of Long Beach, Board of Aldermen, at the regular meeting of said Board of Aldermen held on the ____ day of _____, 2021.
ATTEST:

City Clerk
Resealed by _____ Mayor
City of Long Beach
Planning Commission
201 Jeff Davis Avenue
Long Beach, MS 39560
228-863-1854

ADOPT:

City Clerk

PLAT SHOWING RESUBDIVISION
OF
PARCEL 0511J-03-033.006
LOCATED IN SECTION 10,
TOWNSHIP 8 SOUTH,
RANGE 12 WEST,
CITY OF LONG BEACH,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI

SHEET 4 OF 4

CASSADY-ACADIA
LAND SURVEYING, LLC S-1547
Louisiana • Mississippi • Texas • Alabama
174 22nd Avenue, Gulfport, Mississippi 38501
Phone • 1228898-7155 Fax • 1228898-9403
Email • SurveyorCassady-Acadia.com

FIELD WORK COMPLETED ON: June 11, 2021
CAL\$ FILE: \\2021\... \21-02-345.dwg FIELD BOOK: 11, PG. 15

After further discussion and clarification of lot frontage, Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the Re-Subdivision Request as submitted.

There came on for discussion Erosion of Property at 206 Reeves St., whereupon after explanation from homeowner Frank Baktis, Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried directing Public Works Director Joe Culpepper to meet with Mr. Baktis on Wednesday to address his erosion concerns.

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

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

Police Department:

- Resignation, Police Officer 1st Class Thomas Mayhew, effective July 23, 2021
- New Hire, Police Officer 1st Class Emilio Edmonds, PS-9-B, effective September 1, 2021
- Step Increase, Evidence Clerk Tamra Bordelon, CSA-6-I, effective September 16, 2021
- Step Increase, Dispatcher 1st Class John Buza, PS-3-B, effective September 16, 2021
- Step Increase, Assistant Chief of Police Bruce Carver, PSA-16-XVII, effective October 1, 2021
- Step Increase, Dispatcher 1st Class Tabitha Kinney, PS-3-B, effective September 16, 2021
- Step Increase, Police Officer 1st Class Wesley McNeese, PS-9-I, effective August 1, 2021
- Step Increase, Chief of Police William Seal, PSA-17-XV, effective October 1, 2021
- Step Increase, Police Officer 1st Class David Spence, PS-9-II, effective September 16, 2021

Alderman McCaffrey made motion seconded by Alderman Johnson and unanimously carried to accept the July 2021 Revenue/Expense Report, as submitted.

Minutes of August 17, 2021
Mayor and Board of Aldermen

Alderman Johnson made motion seconded by Alderman Brown and
unanimously carried to approve the following list of Lost, Stolen, Abandoned or
Misplaced Personal Property:



DATE: 08/04/2021

SUBJECT: Notice of Lost, Stolen, Abandoned or Misplaced Personal Property

In accordance with Ms. Code Ann. 21-39-21, the Long Beach Police Department has received or recovered the
following listed property. The owner of such property may recover the same by filling a claim with the governing
authorities of the City of Long Beach and establishing his/her right thereto. The governing authorities may require
bond of the person claiming the property before delivering same to him/her.

If no person claims the property within one hundred twenty (90) days, the governing authorities of the City of
Long Beach shall cause the same to be sold at public auction.

Table with 5 columns: Description, Case #, Evidence #, Serial #, Checked in Date. Lists various items like Craftsman Red Push Mower, Yellow & Black GMC Denali, bicycles, cell phones, keys, and photos with their respective case and evidence numbers and check-in dates.

Signature of William A. Seal III
William A. Seal III
Chief of Police

Minutes of August 17, 2021 Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Preventative Maintenance Service Agreement with Geiger Heating and Cooling for the Police Dept. HVAC system, and authorize the Mayor to execute same:



PREVENTIVE MAINTENANCE "S.M.A.R.T." SERVICE AGREEMENT

(Scheduled Maintenance at Regular Times)

BY AND BETWEEN:

Geiger Heating and Cooling
14471 Highway 49 North
Gulfport, MS 39503 P.O. Box 3897
(228) 832-2465
service@geiger-air.com

AND

Long Beach Police Department
210 Alexander Road
Long Beach, Ms. 39560

ATTN: Damien // Ken

Enters into this agreement with Geiger Heating and Air referred to as the Service Company, which agrees to furnish services in accordance with the General Conditions and Exclusions to Provide:

- 4 Maintenance inspections per year to be as follows:
 - 2 Technical Inspections on A/C units
 - 2 Test & inspect on A/C units
- 1 Annual condenser cleaning with chemicals.
 - 1 Coil cleanings on A/C units
 - 0 Coil cleaning on other equipment
- 1 Annual belt change.
- 4 Filter changes. If needed more frequently, will notify and price will be adjusted.
- 10% Discount off base labor rate.

Additions or Deletions:

(1) This agreement provides priority service. Geiger Heating and Air will respond to the customer's request within (2) hours, plus travel time, to all repair requests dealing with an emergency service before providing service to any customer who does not have a Service Agreement. (2.) Upon completion of each "S.M.A.R.T." Inspection, Geiger Heating and Air will provide the customer with a copy of the comprehensive inspection report listing work performed, defects found and any recommended corrective action. (3.) Any additional services that are not a part of this agreement, shall be billed at the prevailing time and material rate, less any discount listed above.

The agreement price is \$ 1,985.00 per year, payable \$ 496.25 per quarter, includes applicable taxes. This agreement is effective from 08-01-21 through 8-01-22.

Offered by Geiger Heating and Air:

Signature (Authorized Representative)

08-01-21

Date

Accepted by (Customer):

Signature (Authorized Representative)

8/17/21

Date

Minutes of August 17, 2021
Mayor and Board of Aldermen

GENERAL CONDITIONS

- 1. This agreement cannot be assigned or transferred. No amendment or variation of the terms of this agreement shall be valid unless in writing and signed by the Customer and a duly authorized representative of Geiger Heating and Air.
- 2. Geiger Heating and Air shall not be liable for any damages, real or consequential, resulting from delays in performance of services and shall not be responsible for any delay or failure to render the services set forth herein due to any causes beyond its control.
- 3. The customer shall operate the equipment in accordance with the manufacturer's recommendation and promptly notify Geiger Heating and Air of any abnormal conditions.
- 4. Should Geiger Heating and Air fail to receive payment of any amount due it within 45 days of its invoice date, then Geiger Heating and Air shall have the right to:
 - 1. Terminate this agreement and seek any and all remedies to recover payments due under the agreement or at law or equity, including but not limited to Attorney's fees and other cost of collection.
 - 2. Discontinue service to Customer, such discontinuance not constituting a default on the part of Geiger Heating and Air, and hold Customer liable for fulfillment of the contract term and amount.

No action of Geiger Heating and Air shall operate to release the liability of Customer, and any action or forbearance by Geiger Heating and Air in exercising any right or remedy shall not be a waiver or preclude the exercise of any right or remedy under this agreement of Mississippi law.

- 5. It is Customer's and Geiger Heating and Air's intent that this agreement be a contract for the provision of services and not a transaction of goods or sale of goods and those sections of the Uniform Commercial Code dealing with transactions in goods shall have no applications to this agreement. Any equipment, supplies or materials supplied to Customer are merely incidental to the service agreement, the predominant purpose of the agreement being the provision of services.
- 6. Customer agrees that it shall look solely to the value of the services provided and charged to Customer by Geiger Heating and Air under the terms of this contract to satisfy any claim, judgment or decree against Geiger Heating and Air, and no other property or assets of Geiger Heating and Air shall be subject to levy, execution, judgment or decree.
- 7. This agreement is drawn to be effective in and shall be construed in accordance with the laws of the State of Mississippi.
- 8. Geiger Heating and Air shall not be liable for damages resulting from water or any liquids, Freon, or oil to roofs, ceiling, floor covering, and the like, and shall not be liable for system design or performance in maintaining design condition except through failure of equipment specifically covered herein.
- 9. This agreement is a contract for maintenance service and original operating condition of equipment, not a guarantee against obsolescence or normal wear. Geiger Heating and Air cannot be responsible for design flaws, associated duct work, rust or deterioration, obsolescence of units or parts.
- 10. Geiger Heating and Air does not cover gas heat exchangers, boiler tubes or refractories. Geiger Heating and Air will not be liable for any damage, consequential damage or injury caused by their failure.
- 11. Compressor coverage limits according to age: 5 years and under - 100% coverage; 5 years through 9 years 50% coverage or 10 years and over 0% coverage.
- 12. This agreement only includes equipment on equipment list and not to associated fixtures, including but not limited to gaskets, cabinets, doors, external plumbing, any electrical component not contained in unit such disconnects, fuses, wires, breakers, or switching equipment.
- 13. Geiger Heating and Air does not cover any part of sealed chiller evaporator or condenser barrels, cabinet or internal parts of water tower, nor any damage or corrosion from the lack of improper water treatment.
- 14. This agreement does not cover associated repairs as a result of power failures, single phasing or power interruption, freezing temperatures, any act of God, tampering, theft, accidents or repairs by anyone other than Geiger Heating and Air.
- 15. All listed equipment will be inspected by the Service Company at the Customer's expense before it is accepted for Full Parts and Labor coverage. All parts and labor necessary to bring equipment up to reasonable operating conditions will be at customer's expense.
- 16. If the Service Company finds any covered equipment in need of repair or replacement during the initial startup and check out of the equipment, we will notify the Customer in writing and will include a written estimate of required repairs or replacement of equipment. At that time the Service Company will no longer be responsible for the equipment until after repairs or replacement authorized by the Customer are completed. If authorization is not received within 30 days, an appropriate adjustment to the agreement price reflecting the deletion of this equipment will be made.

Customer Acknowledgment



Date

8-18-21

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the following Agreement to Reimburse City for Providing Law Enforcement Officers with the Long Beach School District, and authorize the Mayor to execute same:

**AGREEMENT TO REIMBURSE CITY FOR PROVIDING LAW
ENFORCEMENT OFFICER**

WHEREAS, the Long Beach School District has expressed a desire to obtain a police officer, certified as a law enforcement officer by the Board on Law Enforcement Officer Standards and Training, from the Long Beach Police Department to work in designated Long Beach schools located in Long Beach, Mississippi: and

WHEREAS, the Long Beach School District and the Long Beach Police Department desire to enter into an Agreement pursuant to the provision of Miss Code Ann. §21-19-49(2). as amended: and

WHEREAS, the purpose of this agreement is to provide that the Long Beach Police Department will, during the term hereof and under the conditions set forth in this agreement, provide a Long Beach Police Officer, upon payment of certain fees from the Long Beach School District unto the Long Beach Police Department under the terms and conditions set forth in this agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Long Beach School Board and the Long Beach Police Department that they do hereby enter into this agreement for the law enforcement services hereinafter outlined, said Agreement being authorized by Miss. Code Ann. §21-19-49(2); and the School District and Police Department agree as follows, to-wit:

Section 1: Administration

This Agreement will be administered in accordance with the terms and conditions set forth herein by the Long Beach School District, under the direction of its Superintendent, and the Long Beach Police Department, under the direction of the Police Chief, all as more detailed in this Agreement.

Section 2: Law Enforcement Services

The Long Beach Police Department shall provide a police officer, certified as a law enforcement officer by the Board on Law Enforcement Officers Standards and Training, who shall serve as school security and as a Long Beach Police Officer in the capacity of School Resource Officer and said officer's uniform shall bear the customary marking indicating that they are a member of the Long Beach Police Department. The services to be provided by the Police Officer for the Long Beach School District under this agreement are listed in Addendum

Minutes of August 17, 2021 Mayor and Board of Aldermen

"A". The School Resource Officer will be expected to work all student school days and certain extracurricular activities, as agreed upon. The school calendar is available in Addendum "B".

Section 3: Cost of Law Enforcement Services

The Long Beach School District shall pay unto the Long Beach Police Department for the law enforcement services to be rendered under this agreement, the amount of \$100,971.52 annually for one (2) police officers. Should the mutually agreed upon term of the agreement, be less than a fiscal year, the Long Beach School District will be responsible for only the prorated portion of the cost. The Long Beach Police Department will be responsible for all overtime incurred by the officer.

Section 4: Training and Equipment

The Long Beach Police Department will be responsible for equipping the officer assigned to Long Beach School District. The Long Beach Police Department will be responsible for all required training, including that specifically required for School Resource Officers. Any Officer assigned to serve as a School Resource Officer at Long Beach School District, must have the required training.

Section 5: Supervision of Officer

While the Officer is on duty as a School Resource Officer, he/she shall report to Long Beach School District Administration.

Section 6: Terms of Agreement

The Agreement shall commence on July 1, 2021, and shall remain in full force until June 30, 2022 with an option to renew upon agreement of both parties. This Agreement may be terminated by either party upon thirty (30) days written notification to the other party.

Section 7: Amendment to the Agreement

This Agreement may be amended by the mutual written consent of the parties.

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

IN WITNESS WHEREOF, the parties hereto, by and through the appropriate officials, do hereby set and subscribe their signatures by and on behalf of the Long Beach School District and the Long Beach Police Department.

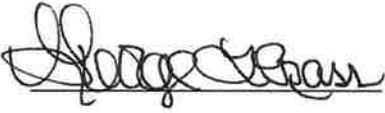
Witness our signatures this _____ day of _____, 2021.

Long Beach School District

BY: _____

SUPERINTENDENT

Long Beach Police Department

BY: 

CITY OF LONG BEACH

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

ADDENDUM "A"

Duties shall include, but are not limited to, the following:

- Promote positive relationships with students
- Identify and provide support and referral for at-risk students.
- Perform duties of a law enforcement officer when needed.
- Assist with patrolling school grounds to prevent illegal entry.
- Provide periods of monitoring school corridors.
- Work closely with school principal in the coordination of safety programs.
- Assist with inspection of vehicles on campus for proper identification.
- Assist with residency verification.
- Assist with monitoring school campus.
- Provide identification checks to visitors on campus.
- Help students associate the use of alcohol and other drugs with increased risk of violent behavior and other negative consequences.
- Assist in recruiting mentors.
- Provide Security at extra-curricular activities.

Minutes of August 17, 2021
Mayor and Board of Aldermen

ADDENDUM "B"

LONG BEACH SCHOOL DISTRICT
SCHOOL CALENDAR FOR 2021-2022

First Semester

August 2	First Day for Teachers
August 2-4	Professional Development/Teacher Workdays
August 5	First Day for Students/1st Quarter
September 6	Labor Day Holiday
September 7	Progress Reports
October 4	Fall Break
October 7, 8	Exams
October 11	2nd Quarter
October 15	Report Cards
November 10	Progress Reports
November 22-26	Thanksgiving Holidays
December 16, 17	Exams
December 17	60% Day
December 20 – January 3	Christmas Holidays

Second Semester

January 4,5	Professional Development/Teacher Workday/Parent Conferences
January 6	Students Return / 3rd Quarter
January 12	Report Cards
January 17	Martin Luther King Holiday
February 8	Progress Reports
February 28 – March 2	Mardi Gras Holidays
March 14, 15	Exams
March 16	4th Quarter
March 22	Report Cards
April 15 – 22	Spring Break
April 25	Progress Reports
May 17	LBHS Graduation
May 24, 25	Final Exams
May 25 (60% Day)	Last Student Day
May 26-27	Professional Development/Teacher Workdays
May 27	Last Day for Teachers

Total Student Days: 180

Total Teacher Days: 187

Make-up Days if Needed: October 4, January 5, February 28, March 2

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the following Purchase Agreement with US K9 Unlimited, and authorize the Mayor to execute same:



This agreement is made this 9th day of August, 2021 by and between United States K-9 Unlimited, LLC., 8003 Moline Ave. Abbeville, Louisiana 70510, hereinafter referred to as "Seller," and City of Long Beach, herein after referred to as "Buyer."

A. Recitals

It is the intent of the parties that Seller shall provide to Buyer one dog, imprinted with foundation training, and suitable for the purpose of Patrol Functions and Narcotics Detection. Seller is an independent contractor engaged in the business of providing trained dogs to law enforcement agencies. It is understood that the dog will be exposed to members of the general public singly and in crowds, with and without animals and other distractions, in calm and excited states, with benign and hostile intentions and attitudes. It is imperative that the handler in charge of the dog at all times is vigilant and aware that a dog is a sentient being with a mind and will of its own. The dog listed herein will have completed foundation training at the time it leaves Seller's possession and capable of performing its purpose with direction and direct supervision of the handler who must be trained in the handling of purpose trained dogs. It is the responsibility of the Buyer to have a training program in place to ensure proper maintenance training is implemented and supervised on a daily basis.

B. Agreement

In consideration of the above recitals and the following mutual covenants, the Parties agree as follows:

1. Performance Required

The dog shall have completed foundation training upon commencement of Handler Course. Once Handler has completed the course, the Buyer is responsible for maintaining and implementing their own training protocol and Standard Operating Procedures to ensure success. Training shall consist of at least eight (8) weeks for the dog, and at least five (5) weeks for the handler.

The dog shall have foundation training to the satisfaction of the Handler's supervisor and Seller's Instructor according to standards established by the United States K9 Unlimited, LLC Dog Training Academy.

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

2. Terms

Buyer shall pay Sixteen Thousand Seven Hundred Dollars (U.S. \$16,700.00) for one canine.

3. Maintenance and Risk of Loss - Dog

Buyer is responsible for all nourishment and medical expenses for the dog upon initiation of handler's training. Risk of loss of the dog due to injury or illness, absent sole negligence of Seller, shall be on the Buyer upon initiation of handler's training. Seller warrants then dog(s) to be sound and healthy at the time of transfer to handler and/or Buyer. Buyer is entitled to and encouraged to have the dog examined by a veterinarian within 72 hours of initiation of handler's training but at no less than 72 hours after completion of the handler training of the dog. In the event that the Buyer's veterinarian determines that the dog is not sound and in good health within 72 hours from either initiation of handler training or completion of the handler course, Seller shall replace the dog at no cost to Buyer and provide a new training course with the new dog at no cost to Buyer, or refund to Buyer the compensation paid under this agreement.

4. Limited Training and Workability Warranty

Seller provides a limited warranty that for a period of 14 days, after completion of training, the dog will perform according to standards schooled during the training provided the handler maintains proper training. Handler shall be responsible for maintaining meticulous training records as proof of maintenance during the fourteen-day period. Training should take place on a daily and continuous basis and should consist of a minimum of at least eight hours per week. Should a problem arise with the dog that cannot be corrected through training within fourteen days, Seller shall replace the dog at no cost to the Buyer. The dog will be evaluated by Seller or his agent with expenses to be paid by the Buyer. Handler is required to schedule a follow-up training day 45-60 days after Handler Course has been completed and for an evaluation at no additional charge to Buyer. Follow up evaluation is to assure that schooled training methods and standards have been maintained.


Buyer Initials

Long Beach PD: K9 Jack

2

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

5. Residential Handler Training and Release of Liability

To the extent the Buyer opts to have its agent, employee or handler be trained such that the handler is to reside on the premises of United States K9 Unlimited, LLC., Buyer agrees to assume all responsibility for loss, injury to person or damage to property such that the handler while training or residing on the premises of United States K-9 Unlimited, LLC. is a business invitee, staying as a consideration made for solely for the benefit of the Buyer and handler. The Seller shall not be liable for, and the handler/Buyer hereby waives and abandons any claims of whatever nature, including but not limited to that for theft, injury, loss or damage of whatever nature as to the Seller, whether arising from the Seller's default, negligence or otherwise. Buyer and handler acknowledge that the premises is operated daily as a training facility for single and multi-purpose dogs with the associated risks and hazards close proximity to such animals affords and hereby release Seller from any claims which may arise whatever the nature associated with these known hazards.


Buyer Initials

6. Medical Liability - Handler

Buyer agrees that the handler is in good physical health and meets the requirements for handling the dog. Buyer shall be responsible for payment of medical treatment for any injury. Seller shall not be responsible for injuries sustained by handler or canine during training in canine handling to include, but not be limited to, apprehension or aggression training.

7. Indemnity Agreement and Buyer Warranty

To the fullest extent permitted by law, the Buyer SHALL indemnify, defend, and hold harmless the Seller including, but not limited to, United States K9 Unlimited, LLC., as well as its owners, operators, agents, trainers, staff and personnel from and against any and all Claims, damages, losses, demands, judgments and costs of claim or suit or defense, including attorney's fees and costs, and further AGREES to reimburse Seller for any and all expense, damage or liability incurred by Seller whether for personal injury, property damage, direct or consequential damage or economic loss arising or alleged to have arisen from any act or omission of Seller, as well as and INCLUDING any act or omission of the dog which is the subject of this contract, regardless and whether or not any such claim, damage, loss or expense may be caused in part by the party indemnified

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

hereunder. Such obligation SHALL include, but not be limited to, any claims made or lawsuits filed by any employee of Buyer or any third or nonparty to this contract who makes a claim relative to the acts or omission to act of the dog which is the subject of this contract. The foregoing indemnification does not apply to any claim that arises out of the sole and independent negligence of Seller which is defined as and limited to acts of negligence or omission occurring only on the property of the Seller while the Seller is in sole actual physical possession and control of the dog. This indemnity agreement recognizes that the subject of this contract is a dog, who is trained to respond in a certain manner but is required to have supervisory control by the handler at all times. The Buyer warrants to the Seller that it will maintain constant supervision of the dog at all times and acknowledges that once the dog leaves the actual physical possession of the Seller that the Buyer assumes full and total responsibility for the dog, for the dogs actions and behavior and fully herein relieves the Seller of any and all responsibility and agrees to indemnify the Seller for any and all costs, expenses or fees Seller incurs to defend claims or suits not assumed by Buyer upon demand. It is also specifically agreed that of the consideration paid for the dog pursuant to this contract, that \$100 of same is agreed upon and designated specifically as consideration for the indemnity agreement portion of this contract.

GIB
Buyer Initials
[Signature]

8. Liability Insurance.

Upon execution of this Agreement, or at some point prior to the execution of this agreement, Buyer SHALL carry general liability insurance for the handler and the dog such that should a claim be made or suit filed there is sufficient coverage to respond to any claim made, whether by an employee of Buyer or a third party. Such insurance shall cover liability arising from operations involving the use of the dog including tort liability for actions of the dog and the trainer such that EITHER the buyer is self-insured with sufficient assets to cover any claim up to and including \$1,000,000 OR has purchased commercial general liability insurance with limits of \$1,000,000 to provide coverage for claims that may be made relative to the handling and use of the dog which is the subject of this contract. Seller SHALL be included as an additional insured such that the coverage available to Buyer is also available to Seller in the event of a claim or lawsuit.

9. Notification of Occurrence

Buyer agrees that in the event of any occurrence of any accident or incident involving the dog wherein injuries or property damage are alleged to have occurred as a result of use of the dog, whether to employees of Buyer or third parties, or property of Buyer or third parties, Buyer will notify seller in writing and provide a copy of any and all reports, investigation reports, video or other documentation of the event related to same as well

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

as proof of the current insurance coverage for same. Buyer will permit Seller, at Sellers discretion, to examine the dog within 72 hours of the notice of the occurrence

10. Compliance with Laws

Buyer agrees to comply, at its own expense, with all federal, state and local laws, ordinances and regulations applicable to the ownership and deployment of the dog including but not limited to those dealing with safety, safety rules or policies promulgated in connection with the use of the dog and or its safety or the safety of its handler. The Buyer agrees to indemnify, save and hold harmless the Seller from any and all liability and damages, fines, costs and attorney's fees that may be incurred by Seller on account of Buyers failure to comply with all laws, ordinances and governmental regulations applicable to the ownership and the deployment of the dog.

11. Permits and Licensing

Buyer agrees to comply, at its own expense, with all licensing and permit requirements in the local where the dog will reside and/or be deployed. This includes but is not limited to registration if required, inoculations of the dog as required by law as well as obligation to maintain tags, control of and limitation of movement of the dog such as leash laws as well as any notification requirements of the proximity of a trained K9 that may be applicable. The Buyer agrees to indemnify, save and hold harmless the Seller from any and all liability from damages, fines, costs and or attorney fees that may be incurred by Seller on account of Buyers failure to comply with all Licensing and Permit requirement.

12. Limit of Liability and Assumption of Risk

Buyer agrees to a limitation of liability relative to this contract such that and subject ONLY to a finding of sole negligence of the Seller, then the liability of Seller SHALL be limited to the purchase price. As consideration, \$100 of the contract price is allocated specifically for the limitation of liability provision herein. Buyer also agrees specifically, with notice of same that the total liability under or pursuant to this contract shall not exceed under any circumstances the total fee paid to Seller as set forth in this contract. As part of this Limitation, the Buyer and Handler agree they are undertaking the ownership and handling of a dog with which there are inherent risks associated with same including risks involved with training, boarding, socializing, walking and working with dogs. Buyer hereby certifies that Buyer has been informed and understands that there are unavoidable risks of injury involved with working with dogs and that such risk is hereby assumed by Buyer and handler, in full, with complete disclosure and knowledge of same.

GLB
Buyer Initials


**Minutes of August 17, 2021
Mayor and Board of Aldermen**

13. Acknowledgement of Nature of Purchase and Disclaimer

Buyer understands and acknowledges that the ownership and deployment of a dog contains inherent risks including injury or death to Buyer, Dog, or persons and dogs of some third party including those that are involved and those that are not involved in the activity of training including without limitations the risks due to a dog bite or infectious disease as well as injury or damage inflicted by the dog. Buyer acknowledges that the dog's behavior upon acceptance by the Buyer, both at the time of acceptance and then in the future are SOLELY THE BUYERS RESPONSIBILITY. The Buyer is voluntarily engaging in ownership and deployment of the dog, as well as training by and through the handler, and understands there are known risks as well as other risks that may result from the dogs training and deployment including but not limited to injury, death or property damage that may occur as the result of the operation handling and deployment of a trained dog.

GLB

Buyer Initials

14. Dispute Resolution

Seller and Buyer herein agree and stipulate that to the extent any dispute arises out of this contract or in relation in any respect whatsoever to the dog and the use or deployment of the dog that the parties agree to Non-Binding Mediation prior to any claim or suit being initiated at the discretion of and written request of Seller.

15. Venue and Choice of Law

Any claims, disputes or litigation arising from this agreement shall be held in the 15th Judicial District Court, Parish of Vermillion, Louisiana, and the parties hereby consent to the venue of said court for all controversies arising from this agreement. Provided, however, that the Seller, in its sole option, may initiate litigation in any court that has competent jurisdiction, over the parties to the claim or suit over the dog or over the claim itself. Louisiana law is agreed to apply to this contract.

16. Instrument as Entire Agreement

This agreement contains the full agreement between the parties, and no statement or representations made by either party or by an agent of either party that is/are not contained in this written contract shall be valid or binding. Any verbal discussions or agreements not reduced to writing are void upon execution of this agreement.

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

17. Waiver of Jury

Buyer and Seller further and expressly agree that due to the nature of disputes involving the use and deployment of dogs such as this, that in the event of any litigation arising out of or related to this agreement or the use of the dog that the Seller may at its sole option, require the case be tried to a court without a jury. Buyer hereby specifically acknowledges this waiver of its rights to a Jury resolution of any claim.

GLB

Buyer Initials

18. Warranty of Quiet Possession

The Seller warrants that Seller has good and valid title and ownership rights of the dog being sold and that Seller may rightfully transfer title and ownership of the dog to the Buyer. The Seller further warrants that the dog is being sold free of any lien or claim or encumbrance by any third party.

19. Non-Assignment of Contract

It is agreed by the parties that there will be no assignment or transfer of this contract, nor any interest or obligation under this contract without the express and specific written affirmation of both parties hereto. Any modification of the provisions of this agreement must be in writing signed by both Seller and Buyer. No waiver or modification of this agreement shall be effective unless the Seller signs the written modification.

20. Successors and Assigns

Subject to other provisions herein, this contract shall be binding upon and shall inure to the benefit of any successor at law or assign of the parties hereto.

21. Notices

All written notices as provided for herein shall be deemed effective when sent either by the U.S. Postal Service via certified mail return receipt or by such private overnight mail service providing a receipt of delivery addressed to Buyer or Seller at the addresses set forth below. Either party may from time to time by written notice sent as herein provided designate a different address to which notices shall be sent.

Minutes of August 17, 2021
Mayor and Board of Aldermen

In witness whereof, the parties have executed this agreement in the Parish of Vermillion, Louisiana on the day and year written above.

UNITED STATES K-9 UNLIMITED, LLC.

Seller: _____
BY: Authorized Signer
United States K-9 Unlimited, LLC.
8003 Moline Ave., Abbeville, LA 70510

CITY OF LONG BEACH

Buyer: George Bowen
BY: Authorized Signer

Address: 201 Jeff Davis Ave.

City/State/Zip: Long Beach, MS 39560

Telephone: 228 803 1556

Email: mayor@cityoflongbeachms.com

Date: August 17, 2021

Long Beach PD: K9 Jack

8

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to accept the following grant from the Mississippi Office of Highway Safety:

**Mississippi Office of Highway Safety
Fiscal Control and Fund Accounting Procedures**

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

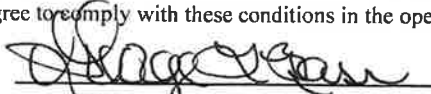
The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

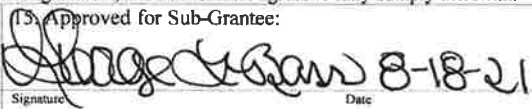
- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets, wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

	<u>8-18-21</u>
Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)	Date
<u>George Bass</u>	<u>Mayor</u>
Print Authorizing Official's Name	Authorizing Official's Title

Minutes of August 17, 2021 Mayor and Board of Aldermen

FY22 MOHS GRANT AGREEMENT
MS Office of Highway Safety
 1025 Northpark Drive
 Ridgeland, MS 39157
 Phone: (601) 977-3700; Fax: (601) 977-3701

1. Sub-grantee's Name & Mailing Address: City of Long Beach Long Beach Police Department P.O. Box 929 Long Beach, MS 39560 Telephone Number: (228) 865-1981 E-Mail: jeaneen@cityoflongbeachms.com		2. Effective Date of Grant: October 1, 2021 3. Subgrant Number: PT-2022-PT-20-31 4. Grant Identifier (Funding Source & Year): 402 Police Traffic Services FY22 5. Beginning and Ending Dates: October 1, 2021 – September 30, 2022 6. Subgrant Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement Method	
7. CFDA # - 20.600		8. DUNS # - 613773431 UEI # -	
9. Congressional District: 4			
10. A:FAIN #: 69A37518300004020MS0 69A37519300004020MS0		11.A: Initial Federal Award Date: 11/22/2017 11/6/2018	
10.B. Federal Awarding Agency: NHTSA		11.B: Secondary Federal Award Date:	
		11.C: Additional Federal Award Date:	
		12. Research and Development Grant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Continuation Grant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
13. The following funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$12,125.02	(1) Federal	\$14,850.02
(2) Personal Services-Fringe	\$0.00	(2) State	
(3) Contractual Services	\$35.00	(3) Local	
(4) Travel	\$0.00	(4) Other	
(5) Equipment	\$2,690.00	Total:	\$14,850.02
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Indirect Costs	\$0.00	Number of Grants: 1	402PT
TOTAL	\$14,850.02	TOTAL:	\$14,850.02
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable)			
All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.			
14. Approved for Grantee:		15. Approved for Sub-Grantee:	
Signature _____ Date _____ Name: Helen Porter Title: Office Director, MS Office of Highway Safety	 Signature _____ Date 8-18-21 Name: George Bass Title: Mayor, City of Long Beach		

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

FY22 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the PTS program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY22.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources based on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries (part-time), contractual services, and equipment that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaign during the blitz campaigns.

FY22 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Long Beach / Long Beach Police Department

List the target(s) that the Sub-Grantee will accomplish during the FY22 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Long Beach Police Department will maintain the number of unbelted fatalities from 0 in 2019 to 0 by the end of 2022.

The jurisdiction/agency of Long Beach Police Department will reduce the number of unbelted injuries from 4 in 2019 to 1 by the end of 2022.

The jurisdiction/agency of Long Beach Police Department will maintain the number of speed related fatalities from 0 2019 to 0 by the end of 2022.

The jurisdiction/agency of Long Beach Police Department will reduce the number of speed related injuries from 5 2019 to 3 by the end of 2022.

Performance Measures:

Increase the number of grant funded Seat Belt citations from 0 in FY20 to 30 in FY22.

Increase the number of grant funded Child Restraint citations from 0 in FY20 to 15 in FY22.

Increase the number of grant funded Speed citations from 0 in FY20 to 300 in FY22.

Strategies:

Overtime Enforcement

4 Checkpoints

6 Saturation Patrols

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced PT enforcement: Click It or Ticket – Memorial Day

Participate in the State blitz campaigns with enhanced PT enforcement: Christmas/New Year's, Super Bowl,
4th of July, Labor Day

Minutes of August 17, 2021 Mayor and Board of Aldermen

FY22 MOHS TASKS BY QUARTERS

AGENCY NAME: City of Long Beach / Long Beach Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS
<p>List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.</p>
<p>1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)</p> <p>Conduct not less than <u>1</u> checkpoints during quarter.</p> <p>Conduct not less than <u>1</u> saturation patrols during quarter.</p> <p>Issue a minimum of <u>7</u> Seat Belt citations during quarter, to reach a goal of <u>30</u> for FY2022.</p> <p>Issue a minimum of <u>3</u> Child Restraint citations during quarter, to reach a goal of <u>15</u> for FY2022.</p> <p>Issue a minimum of <u>75</u> Speed citations during quarter, to reach a goal of <u>300</u> for FY2022.</p> <p>Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)</p> <p><u>Additional Tasks:</u></p> <p>Participate in the State Christmas/New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations</p>
<p>Projected Expenditures for 1st Quarter: \$3,712.50</p>

Minutes of August 17, 2021
Mayor and Board of Aldermen

FY22 MOHS TASK BY QUARTERS

AGENCY NAME: City of Long Beach / Long Beach Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
2nd QUARTER (JANUARY, FEBRUARY & MARCH)
Conduct not less than <u>1</u> checkpoints during quarter.
Conduct not less than <u>1</u> saturation patrols during quarter.
Issue a minimum of <u>7</u> Seat Belt citations during quarter, to reach a goal of <u>30</u> for FY2022.
Issue a minimum of <u>4</u> Child Restraint citations during quarter, to reach a goal of <u>15</u> for FY2022.
Issue a minimum of <u>75</u> Speed citations during quarter, to reach a goal of <u>300</u> for FY2022.
Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)
<u>Additional Tasks:</u>
Participate in the State New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.
Projected Expenditures for 2nd Quarter: \$3,712.50

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

FY22 MOHS TASK BY QUARTERS

AGENCY NAME: City of Long Beach / Long Beach Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
<p>List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.</p>
<p>3RD QUARTER (APRIL, MAY & JUNE)</p> <p>Conduct not less than <u>1</u> checkpoints during quarter.</p> <p>Conduct not less than <u>2</u> saturation patrols during quarter.</p> <p>Issue a minimum of <u>8</u> Seat Belt citations during quarter, to reach a goal of <u>30</u> for FY2022.</p> <p>Issue a minimum of <u>4</u> Child Restraint citations during quarter, to reach a goal of <u>15</u> for FY2022.</p> <p>Issue a minimum of <u>75</u> Speed citations during quarter, to reach a goal of <u>300</u> for FY2022.</p> <p>Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)</p> <p><u>Additional Tasks:</u></p> <p>Participate in the National Click It or Ticket Memorial Day blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.</p>
<p>Projected Expenditures for 3rd Quarter: \$3,712.51</p>

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

FY22 MOHS TASK BY QUARTERS

AGENCY NAME: City of Long Beach / Long Beach Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
<p>List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.</p>
<p>4TH QUARTER (JULY, AUGUST & SEPTEMBER)</p> <p>Conduct not less than <u>1</u> checkpoints during quarter.</p> <p>Conduct not less than <u>2</u> saturation patrols during quarter.</p> <p>Issue a minimum of <u>8</u> Seat Belt citations during quarter, to reach a goal of <u>30</u> for FY2022.</p> <p>Issue a minimum of <u>4</u> Child Restraint citations during quarter, to reach a goal of <u>15</u> for FY2022.</p> <p>Issue a minimum of <u>75</u> Speed citations during quarter, to reach a goal of <u>300</u> for FY2022.</p> <p>Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)</p> <p><u>Additional Tasks:</u></p> <p>Participate in the State 4th of July and Labor Day blitz campaign with enhanced PT and earned media with at least one (1) newspaper, television, social media or radio presentations.</p>
<p>Projected Expenditures for 4th Quarter: \$3,712.51</p>

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

FY22 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Long Beach / Long Beach Police Department				
2. Subgrant Number: PT-2022-PT-20-31	3. Grant ID: 402 Police Traffic Services	4. Beginning: October 1, 2021	5. Ending: September 30, 2022	
6. Activity: Police Traffic Services Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Officers over-time or regular time above and beyond normal work hours @ approx. \$28.8691 X @ approx. 420 hours = \$12,125.02 Total Salaries = \$12,125.02	\$12,125.02		\$12,125.02
Contractual Services	Shipping Cost - \$35.00 Total Contractual = \$35.00	\$35.00		\$35.00
Equipment	Radar - (2) @ approx. \$1,345.00 each = \$2,690.00 Total Equipment = \$2,690.00	\$2,690.00		\$2,690.00
TOTALS		\$14,850.02		\$14,850.02

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

Mississippi Office of Highway Safety

FY22 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.337, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and Sub-Grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

FY22 MOHS Grant Agreement

Page 9 of 28

Minutes of August 17, 2021 Mayor and Board of Aldermen

- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.
- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project (**Close of Business (COB) November 15th**). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

FY22 MOHS Grant Agreement

Minutes of August 17, 2021 Mayor and Board of Aldermen

- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of \$5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
- Out of State Travel - All federal funded out of state travel requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded in state travel requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
- B. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- C. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- D. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts must have review and approval by DPS and NHTSA.
- E. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the

Minutes of August 17, 2021 Mayor and Board of Aldermen

Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.

- F. Sub-Grantee **must complete** the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**
- G. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- H. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal, vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Fiscal Control and Fund Accounting Procedures
 - Pursuit Policy (Law Enforcement Only)
 - In-Direct Cost Agreement (If Applicable)
- I. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- J. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- K. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- L. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the

FY22 MOHS Grant Agreement

Page 12 of 28

Minutes of August 17, 2021 Mayor and Board of Aldermen

nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.

- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are not allowable for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|--------------------------|
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor Covering | • Draperies and Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |

- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock

Minutes of August 17, 2021 Mayor and Board of Aldermen

funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).

- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for police officers attending drug recognition expert training.

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.475 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.475).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are *not* allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and

FY22 MOHS Grant Agreement

Minutes of August 17, 2021 Mayor and Board of Aldermen

- (3) Mobile video systems.
- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
 - Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
 - Costs are *not* allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
 - All training **must be** included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
 - Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
 - The MOHS **will not reimburse** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
 - Cost to purchase program advertising space in the mass communication media is *not* allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION (APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

FY22 MOHS Grant Agreement

Page 15 of 28

Minutes of August 17, 2021 Mayor and Board of Aldermen

- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
 - “During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

Minutes of August 17, 2021 Mayor and Board of Aldermen

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any

FY22 MOHS Grant Agreement

Page 17 of 28

Minutes of August 17, 2021 Mayor and Board of Aldermen

State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal

FY22 MOHS Grant Agreement

Minutes of August 17, 2021 Mayor and Board of Aldermen

government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

Minutes of August 17, 2021 Mayor and Board of Aldermen

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL)

Coordination and High Visibility Enforcement (HVE) Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-Grantees Only)**
2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-Grantees Only)**
3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.

Minutes of August 17, 2021 Mayor and Board of Aldermen

4. Sub-Grantee **must** engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.
7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - Unusual incidents of alcohol/ drug related crashes/fatalities;
 - Alcohol/ drug impaired driving violations;
 - Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - Any other documented alcohol/ drug related vehicular incidents;
 - Citation data related to restrained and unrestrained occupants;
 - Unusual incidents of unbelted crashes/fatalities
 - Seatbelt/Child restraint violations;
 - Unusual incidents of teen crashes/fatalities; and
 - Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance

(Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired Enforcement must comply with the following:

1. Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
 - Individual DUI/Impaired Officer(s) shift hours **will include 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday and Sunday.**
 - Overtime hours for DUI/Impaired Enforcement **will include 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday, and Sunday.**

If proper justification can be made regarding **other dates or time periods** within the jurisdiction for needed enforcement, a written request can be made to MOHS for consideration and approval. However, written approval **must** be given by MOHS prior to implementing hours and day of week outside the above shifts.

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. The Sub-Grantee **will engage** in national campaigns endorsed by the National Highway Traffic Safety Administration.
4. The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
5. The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
6. The Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services

High Visibility Enforcement (HVE)

Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service Enforcement must comply with the following:

1. Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
2. Sub-Grantee **will submit** forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.
3. Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.
- (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.
- (h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The

FY22 MOHS Grant Agreement

Page 24 of 28

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy of the audit to the MOHS.

**STATE CERTIFICATION AND ASSURANCE
CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)**

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of

Minutes of August 17, 2021
Mayor and Board of Aldermen

pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, City of Long Beach
Long Beach Police Dept. (Sub-Grantee Name), I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

George Bass

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

8-18-21

Date

George Bass

Print Authorizing Official's Name

Mayor

Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, City of Long Beach
Long Beach Police Dept. (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

George Bass

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

8-18-21

Date

George Bass

Print Authorizing Official's Name

Mayor

Authorizing Official's Title

Minutes of August 17, 2021
Mayor and Board of Aldermen

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the Board of Aldermen of City of Long Beach
(Governing Body of Unit of Government)

Herein called the "SUB-GRANTEE" has thoroughly considered the problem addressed in the application (Program Source) 402 POLICE TRAFFIC SERVICES and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE Board of Aldermen
(Governing Body of Unit of Government)

IN THE JURISDICTION Long Beach MISSISSIPPI, THIS 17th Day of
August, 20 21 AS

FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. Mayor George Bass
(Name and Title of Representative) is authorized to accept, on behalf of the Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ 14,850.02
(Federal Dollar Requested) to be made to the Sub-Grantee defraying the cost of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY Mayor Bass
(Chairman of Board/Mayor)

Alderman/Councilperson McCaffrey offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson Parker and, was duly adopted.

Date: 8/17/21

Attest: Steven Dahl

By: C. ty clerk
(Blue Ink)

Seal (City/County Seal is required)



Minutes of August 17, 2021
Mayor and Board of Aldermen

**Mississippi Office of Highway Safety
Designation of Secondary Signatory Official**

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the (agency/department name) _____ has authorized and approved (print designated secondary signatory official name) _____ to sign any/all forms related to this contract.

Upon approval of this request said person will then be Responsible/Liable, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: _____ Title: _____
(Designated Secondary Signatory Official)

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code: _____

Telephone Number: () _____ Cellular Number: () _____

Email Address: _____

Signature of Designated Secondary Signatory Official: _____

Appointed by Authorizing Official: _____ Date: _____
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: _____ Title: _____
(Authorizing Official)

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

Based on the following recommendation from City Engineer David Ball, Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to award the contract for Sewer Inspection & Rehabilitation 2021 to Gulf Coast Underground, LLC:

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



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

August 12, 2021

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

RE: Sewer Inspection & Rehabilitation - 2021

Ladies and Gentlemen:

We received bids for the referenced project on August 10, 2021 and have attached a Certified Tabulation of the bids. Three bids were submitted with the two lowest bids being separated by approximately \$9,000, or roughly 3%, which we believe indicates fairly competitive bidding. The low bid was offered by Gulf Coast Underground, LLC, with a total price of \$259,593.70.

Gulf Coast Underground has actually worked with the City on projects of similar magnitude and scope in the past, always with great success. We believe this project is well within their capabilities for satisfactory performance, and therefore, on the basis of the Bid Tabulation and the above information, we recommend award of the project to Gulf Coast Underground, LLC, in the amount of \$259,593.70.

Sincerely,

David Ball, P.E.

DB:1144
Attachment

Minutes of August 17, 2021
Mayor and Board of Aldermen

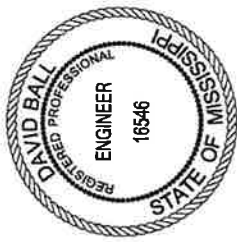
TABULATION OF BIDS
CITY OF LONG BEACH
SEWER SPECIFICATION & REHABILITATION
Bid Opening Date: August 10, 2021

CONTRACTORS BIDDING:		GULF COAST UNDERGROUND, LLC.		SUNCOAST INFRASTRUCTURE		INSITUFORM TECHNOLOGIES, INC.	
Certificate of Responsibility No.:		14487-MC		12019-MC		19449-MC	
Bid Bond:		Yes		Yes		Yes	
Acknowledgment Addendum No. 1:		Yes		Yes		Yes	
ITEM NO.	ITEM	PLAN QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	EXTENSION
1-A	MOBILIZATION	1 LS	\$ 5,692.50	\$ 5,692.50	\$ 6,904.00	\$ 6,904.00	\$ 10,000.00
2-A	CLEAN AND VIDEO SEWER MAINS	11,500 LF	\$ 2.70	\$ 31,050.00	\$ 2.25	\$ 25,875.00	\$ 4.00 \$ 46,000.00
3-A	CURED-IN-PLACE PIPE - 8" SEWER MAIN	3,100 LF	\$ 27.95	\$ 86,645.00	\$ 31.00	\$ 96,100.00	\$ 31.50 \$ 97,650.00
3-B	CURED-IN-PLACE PIPE - 10" SEWER MAIN	2,400 LF	\$ 35.19	\$ 84,456.00	\$ 32.00	\$ 76,800.00	\$ 32.00 \$ 76,800.00
3-C	MISCELLANEOUS SITE WORK	1 LS	\$ 1,552.50	\$ 1,552.50	\$ 100.00	\$ 100.00	\$ 1.00 \$ 1.00
3-D	REMOTE REMOVAL OF PROTRUDING SERVICE	2 EA	\$ 155.25	\$ 310.50	\$ 75.00	\$ 150.00	\$ 210.00 \$ 420.00
3.1-A	TESTING OF LATERAL CONNECTIONS IN MAINLINE SEWERS	64 EA	\$ 362.25	\$ 23,184.00	\$ 700.00	\$ 44,800.00	\$ 665.00 \$ 42,560.00
3.1-B	PACKER INJECTION GROUTING OF LATERAL CONNECTIONS	64 EA	\$ 51.75	\$ 3,312.00	\$ 4.00	\$ 256.00	\$ 1.00 \$ 64.00
3.1-C	CHEMICAL GROUT	210 GAL	\$ 20.70	\$ 4,347.00	\$ 8.50	\$ 1,785.00	\$ 7.25 \$ 1,522.50
4-A	NON-STRUCTURAL MANHOLE REHABILITATION	20 V.L.F	\$ 232.88	\$ 4,657.60	\$ 230.00	\$ 4,600.00	\$ 310.00 \$ 6,200.00
4-B	STRUCTURAL MANHOLE REHABILITATION	20 V.L.F	\$ 460.58	\$ 9,211.60	\$ 300.00	\$ 6,000.00	\$ 315.00 \$ 6,300.00
5-A	MAINTENANCE OF TRAFFIC	1 LS	\$ 5,175.00	\$ 5,175.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00 \$ 6,000.00
TOTAL BID:				\$ 259,593.70		\$ 268,370.00	\$ 293,517.50

* * * * *

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS.

David Ball
DAVID BALL, P.E.
Cert. No. 16546
8/11/2021



**Minutes of August 17, 2021
Mayor and Board of Aldermen**

Based on the following recommendation from City Engineer David Ball, Alderman Parker made motion seconded by Alderman McGoey and unanimously carried to award the contract for the Senior Citizen's Center Generator to DNP, Inc.:

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



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

August 12, 2021

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

RE: Long Beach Senior Citizen – Provide and Install Generator

Ladies and Gentlemen:

We received bids for the referenced project on August 10, 2021 and have attached a Certified Tabulation of the bids. Five bids were submitted with the two lowest bids being separated by approximately \$8,400, or roughly 6%, indicating fairly competitive bidding. The low bid was offered by DNP, Inc., of D'Iberville, with a total price of \$131,800. Although the first year of service is included in the bid price, the bid documents did require the Contractors to submit a price for an annual service fee, all of which were very similar in price. We understand that the City is already working toward a unified annual agreement with a generator company to test and service the City's various generators. If the City proceeds with this project, it would be simple to add this generator to the annual agreement for service following the included one-year service period.

The low bidder, DNP, Inc. is currently working with the City on the Library HVAC Repairs and were well recommended at the time of that award. They have been responsive to all issues so far on that project, and we do not anticipate any particular problem regarding their capability to complete this project. We therefore recommend award to DNP, Inc. in the amount of their bid \$131,800.

Sincerely,

David Ball, P.E.

DB:1160
Attachment

Minutes of August 17, 2021
Mayor and Board of Aldermen

TABULATION OF BIDS
CITY OF LONG BEACH
LONG BEACH SENIOR CENTER GENERATOR
Bid Opening Date: August 10, 2021

CONTRACTORS BIDDING:		DNP, INC.		COMMERCIAL ELECTRIC OF LONG BEACH, INC.		WEAVER ELECTRIC, INC.		LAMEY ELECTRIC, INC.		SAMUEL B. DAY CONSTRUCTION, INC.	
Certificate of Responsibility No.:		07575-MC		21035-MC		18960-MC		14209-MC		09315-MC	
Bid Bond:		Yes		Yes		Yes		Yes		Yes	
Acknowledgment Addendum No. 1:		Yes		Yes		Yes		Yes		Yes	
Acknowledgment Addendum No. 2:		Yes		Yes		Yes		No		Yes	
ITEM NO	ITEM	PLAN QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	
1	400KW DIESEL POWERED GENERATOR WITH ATS, COMPLETE WITH ACCESSORIES, INSTALLATION, AND FULL TANK OF FUEL.	1	LS \$ 131,800.00	\$ 131,800.00	\$ 140,204.50	\$ 140,204.50	\$ 159,650.00	\$ 159,650.00	\$ 166,935.00	\$ 166,935.00	\$ 174,800.00
TOTAL BID:				\$ 131,800.00	\$ 140,204.50	\$ 159,650.00	\$ 166,935.00	\$ 166,935.00	\$ 174,800.00	\$ 174,800.00	

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS.



David Ball
DAVID BALL, P.E.
Cert. No. 16546
8/11/2021

* * * * *

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman Parker to approve the following Contract Amendment with Overstreet & Associates for Long Beach Cemetery Improvements. After discussion, Alderman Bennett made substitute motion seconded by Alderman Frazer and unanimously carried to table this issue until the September 7, 2021 meeting.

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



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

August 13, 2021

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

**RE: Amendment 2021-5
Long Beach Cemetery Improvs. – Phase 1
City Engineering Services**

Ladies and Gentlemen:

Per the request of the City at the previous meeting of the Mayor and Board, we've prepared the enclosed Amendment to our Master Services Agreement to perform design phase services for Phase 1 of the Long Beach Cemetery, with a well described scope of work delineating which improvements are included in Phase 1. We request your approval of this amendment so that the proposed work may proceed.

Sincerely,

David Ball, P.E.

DB:539
Attachment

Minutes of August 17, 2021 Mayor and Board of Aldermen

AMENDMENT NUMBER 2021-5 TO MASTER AGREEMENT BETWEEN CITY OF LONG BEACH AND OVERSTREET & ASSOCIATES, PLLC.

CEMETERY IMPROVEMENTS – PHASE 1

It is agreed to perform the below described services in accordance with the provisions contained in the Master Agreement dated August 7, 2018:

A. SCOPE

1. Perform design services to create necessary bid documents for construction of improvements in the Long Beach Cemetery adjacent to S. Girard. Namely, the improvements in this phase of work will consist of:
 - a. Install large culvert (estimated 72" RCP) in Trautman Bayou drainage channel, along with grading and drainage improvements to facilitate proper surface drainage.
 - b. Realign the driveway entrance connection to S. Girard, and create limestone/gravel drive connections between the various internal drives in the cemetery.
 - c. Construction of a lighted flagpole at the northeast corner of the cemetery, near the intersection of W. 1st St., and S. Girard Ave.
 - d. Removal of existing pavilion.
 - e. Construction of a new "graveside" pavilion/structure.
2. These improvements will be procured in reasonable bid packages for the most effective pricing.
3. The total current estimated construction cost of these improvements is \$85,000.
4. Other improvements in the cemetery, such as platting additional grave sites, and the construction of a public-private partnership mausoleum shall be covered by separate agreement.

B. BASIS OF COMPENSATION & TIME OF COMPLETION

1. Fees for the services shall be paid in accordance with the approved rate schedule.
2. Fees for the design services will not exceed \$12,200 without further authorization by the City.
3. The work shall be prosecuted to produce the needed bid documents within 150 days of the contract execution. Time for performance may be modified on mutual agreement.
4. Fees for topographic survey needed for the design of these improvements will not exceed \$5,000 without further authorization by the City.
5. Fees for construction inspection services by Engineer's personnel shall be hourly, but shall not exceed \$13,600 without further authorization by the City. This is based on half-time inspection during 8 weeks of construction.

OWNER:

CITY OF LONG BEACH, MISSISSIPPI

By: _____
George Bass
Mayor

Date Signed: _____

ENGINEER:

OVERSTREET & ASSOCIATES, PLLC.

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

Date Signed: 8/13/2021

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to approve the following Contract Amendment with Overstreet & Associates for Hurricane Zeta Harbor Permanent Repairs and authorize the Mayor to execute same:

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



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

August 13, 2021

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

**RE: Hurricane Zeta Harbor Permanent Repairs
Harbor Design Services**

Ladies and Gentlemen:

We have attached a proposed amendment to the referenced contract covering services to design the repair/replacement of all damaged and destroyed elements in the Long Beach Harbor, including design of mitigation and improvements to existing facilities. The contract is configured to coordinate all existing Harbor facilities with the 2020 Update to the Harbor Master Plan, but new bulkhead walls, Harbor expansions, etc., are not included in this contract and will be covered under separate agreements when they are funded and authorized by the City. If acceptable, please authorize the Mayor to execute the attached Amendment 3 so that work may proceed.

Sincerely,

David Ball, P.E.

DB:1124/1171
Attachment

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

**AMENDMENT NUMBER 3 TO MASTER AGREEMENT BETWEEN
CITY OF LONG BEACH AND OVERSTREET & ASSOCIATES, INC.**

**LONG BEACH SMALLCRAFT HARBOR - HURRICANE ZETA PERMANENT REPAIRS
(HARBOR DESIGN)**

It is agreed to undertake the following work in accordance with the provisions contained in the Master Agreement dated December 1, 2020:

A. DESCRIPTION OF ASSIGNMENT

1. Engineer will provide Basic engineering services necessary to prepare construction plans, specifications, and contract documents for replacement of existing Harbor and associated elements due to damages caused by Hurricane Zeta. These services will include:
 - a. Preliminary and final design of Harbor repairs.
 - b. Preliminary and final design of Harbor improvements or mitigation, including coordination with the Harbor layout and configuration indicated in the City's 2020 Harbor Master Plan Update.
 - c. Prepare advertisement, receive bids, and make recommendation of award for reasonable, discrete phases (if more than one) of construction work.
 - d. Perform construction engineering for construction phase/phases of the project, including full time Resident Project Representative (RPR)/construction inspection services.
2. The scope of work covered by this amendment includes the described services for:
 - a. Demolition of all destroyed elements, including piers, finger piers, the middle and southern launch ramps and piers, sidewalks.
 - b. Replacement of all destroyed elements.
 - c. Hardening and improvements to mitigate against repetitive losses in the future. At a minimum, mitigation efforts will include improvements to the pier structural and decking systems, and improvements to the electrical systems to facilitate improved and safer service for Harbor users.
 - d. Repair to any damaged elements, such as paved areas, rip-rap jetties, slope paving areas.
3. The scope of work for this amendment does not include described services for:
 - a. Expansion of the Harbor to the west or associated work, such as removal of the western jetty, or design and construction of a new western boundary of the Harbor. If such work is funded and authorized by the City, design of such improvements will be covered by separate agreement.
 - b. New bulkheads and walls which are not currently existent in the Harbor, including bulkheads and structural improvements along the eastern shore, or an expansion of the southern boundary of the Harbor to create a new entrance channel. If such work is funded and authorized by the City, design of such improvements will be covered by separate agreement.
4. All environmental permitting for this work shall be covered by separate agreement.
5. Collection of data, historic cost information, and economic loss information, and otherwise coordinating with City, FEMA/MEMA, and City's Program Manager for the specific goal of mitigation, hardening, and benefit-cost analyses shall be considered additional services.

B. PERIOD OF SERVICE

1. Engineer shall plan and prosecute the work to result in a completed set of construction plans and specifications within 240 days of the execution of this Amendment.

Minutes of August 17, 2021 Mayor and Board of Aldermen

C. BASIS OF COMPENSATION

1. Fees for the above described services will be in accordance with Exhibit C3 of the referenced Master Agreement, more particularly via "CURVE B" in Appendix 1 to Exhibit C3.
 - a. Total of all fees for basic services shall not exceed \$1,162,500 without City approval.
 - b. The funds available are estimated to be \$15,000,000:
 - i. FEMA (Harbor Repairs) - \$10,000,000
 - ii. Other funding sources, such as FEMA mitigation (Harbor Improvements) - \$5,000,000
 - c. The fee is to be distributed between FEMA and other sources as shown below:
 - i. FEMA - \$775,000 (66.7%)
 - ii. Other Sources - \$387,500 (33.3%)
 - d. The lump sum fee for basic services is based on the following distribution of compensation:

PRELIMINARY DESIGN	\$465,000
FINAL DESIGN	\$348,750
BIDDING AND NEGOTIATING	\$58,125
<u>CONSTRUCTION ENGINEERING</u>	<u>\$290,625</u>
TOTAL	\$1,162,500
2. If the scope of work for any discreet portion of the work undergoes significant change, the lump sum fees where described above will be adjusted accordingly based on the revised scope of work and additional funds.
3. For services of ENGINEER's Resident Project Representative and for Post-Construction Services, 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 for all Resident Project Representative services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any. Fees for these described construction services are estimated at \$270,000, which is based on full-time inspection, estimated at 40 hours per week for 78 weeks of construction. With City approval, additional inspection services per week can be provided upon Owner's request or as necessitated by a longer construction period.
4. Fees for additional services for gathering info and coordinating with FEMA for mitigation and benefit-cost analysis shall be on the basis of hourly charges of Engineer's personnel in accordance with Article C4.01 of Exhibit C2 of the Master Agreement. Fees for such services shall not exceed \$10,000 without City approval.
5. Hourly fees where described above will be in accordance with Exhibit C2 of the hourly rates recited on ATTACHMENT 1 to EXHIBIT C to the Master Agreement, subject to future adjustment as provided for in the Master Agreement.
6. Fees for services rendered under this Amendment will be made separate from any other project.

OWNER:
CITY OF LONG BEACH, MISSISSIPPI

ENGINEER:
OVERSTREET & ASSOCIATES, P.L.L.C.

By: 
George Bass, Mayor

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

Date Signed: 8/17/21

Date Signed: 8/12/2021

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to authorize Public Work's 2021-2022 Annual Bids as follows:



TO: Kini Gonsoulin
FROM: Joe Culpepper, Project Manager – Public Works
DATE: August 12, 2021
RE: REQUEST TO ADVERTISE FOR 2021-2022 BIDS

Kini,

Please place the following requests to advertise on the next Board Agenda:

1. BID FOR "PVC SEWER PIPE & FITTINGS, WATER PIPE & FITTINGS, FIRE HYDRANT & GATE VALVES"
2. BID FOR "READY MIX CONCRETE"
3. BID FOR "HOT BITUMINOUS PAVEMENT, TYPE SC-1, AND VARIOUS TYPES OF IN PLACE HOT BITUMINOUS PAVEMENT"
4. BID FOR "CRUSHED LIMESTONE"
5. BID FOR "POLYETHYLENE CULVERT PIPE (SMOOTH INTERIOR ONLY)"
6. BID FOR "CHLORINE FOR PUBLIC WATER DISTRIBUTION SYSTEM"

Thanks!

There came on for discussion Bulkhead Kneewall Mitigation Discussion, whereupon City Engineer David Ball provided a map and information regarding the proposed reconstruction of the harbor, on file in the City Clerk's Office.

**Minutes of August 17, 2021
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the following letter authorizing the Rotary Club to utilize the Harbor area for concessions during Cruisin The Coast:

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.

August 16, 2021

Rotary Club of Edgewater Mississippi, Inc.
Mr. Stephen P. Theobald, Past President
P.O. Box 4955
Biloxi, Mississippi 39535

Dear Mr. Theobald:

This letter is to grant permission to the Rotary Club of Edgewater Mississippi, Inc., to utilize the Long Beach Harbor area for operation of food and beverage concessions, which includes beer sales on city-owned property at the Long Beach Harbor area, located at 203 East Beach Blvd. Providing the proper permits have been secured, the event will occur on Monday, October 4, 2021, 4:30 p.m. to 9:30 p.m.

We are pleased, as always that the Rotary Club of Edgewater Mississippi, Inc. will be in Long Beach for this major event, as we look forward to this occasion yearly and welcome all visitors to our unique city.

Should you have any questions, please call the office at 228-863-1556.

Sincerely,

George L. Bass
Mayor, City of Long Beach

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

At the request of City Attorney Steve Simpson, Alderman McCaffrey made motion seconded by Alderman McGoey and unanimously carried to declare an Executive Session for the transaction of public business, to wit: To discuss with and seek legal advice and counsel of the City Attorney regarding potential litigation.

Minutes of August 17, 2021
Mayor and Board of Aldermen

The question having received the affirmative voice vote of all of the Aldermen present and voting, the Mayor declared the motion carried, whereupon the Board entered into Executive Session.

* * *

The meeting resumed in Open Session, whereupon Alderman Johnson made motion seconded by Alderman McCaffrey and unanimously carried to direct Attorney Steve Simpson, on behalf of the City of Long Beach, to join the Amicus Brief filed by the City of Biloxi for the Long Beach Harbor Resort vs. Secretary of State suit.

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

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Patrick Bennett, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Angie Johnson, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Mike Brown, Ward 5

Alderman Pete L. McGoey, Ward 6

Date

ATTEST:

Kini Gonsoulin, Deputy City Clerk