

**Minutes of February 18, 2020
Mayor and Board of Aldermen**

MUNICIPAL DOCKET
REGULAR MEETING OF FEBRUARY 18, 2020
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
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET
- VII. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. February 4, 2020 – Regular & Executive Session
 - 2. PLANNING & DEVELOPMENT COMMISSION
 - a. February 13, 2020 – Regular
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 021820
- IX. UNFINISHED BUSINESS
 - 1. Contract Extension – Pickering Firm
- X. NEW BUSINESS
 - 1. Ordinance – Amend Ord. 637
 - 2. Resolution – Regarding USM; Alderman Frazer
 - 3. Cemetery Plot Buyback request – Paul Hicks
 - 4. Contract – Housing Prisoners at Harrison County Jail
 - 5. Resignation – Library Board; Tammy Devin
 - 6. Request to use Rec Center Gym – Pickleball
 - 7. Grant Acceptance – MS Library Commission
 - 8. Request to place banners – First Baptist Church; Vacation Bible School
- XI. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. PERSONNEL
 - a. Police Department – Resignation (1)
 - b. Fire Department – Education Pay (2)
 - 3. CITY CLERK
 - a. Budget Amendments FY 20; Police & Senior Citizens
 - 4. FIRE DEPARTMENT
 - 5. POLICE DEPARTMENT
 - 6. ENGINEERING
 - 7. PUBLIC WORKS
 - 8. RECREATION
 - 9. DERELICT PROPERTIES
 - a. Schedule Public Hearing – 106 Beachview Cr.; assessed to Bob's Contracting Svs.
- XII. REPORT FROM CITY ATTORNEY
- XIII. ADJOURN (OR) RECESS

**Minutes of February 18, 2020
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 February, 2020, 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, Ronald Robertson, Bernie Parker, Kelly Griffin, Deputy City Clerk Kini Gonsoulin, and City Attorney James C. Simpson, Jr.

Absent the meeting were Aldermen Timothy McCaffrey, Jr, Mark E. Lishen and Patricia Bennett.

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 Griffin and unanimously carried to add Final Acceptance – Lagniappe Construction under Departmental Business, Engineering, and January 2020 Revenue/Expense Report under Departmental Business, City Clerk’s Office.

Alderman Frazer made motion seconded by Alderman Griffin and unanimously carried to approve the Regular & Executive Session minutes of the Mayor and Board of Aldermen dated February 4, 2020, as submitted.

Alderman Robertson made motion seconded by Alderman Frazer and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated February 13, 2020, as submitted.

Alderman Griffin made motion seconded by Alderman Frazer and unanimously carried to approve payment of invoices listed in Docket of Claims number 021820.

Alderman Robertson made motion seconded by Alderman Parker and unanimously carried to approve the following Professional Services Agreement with Pickering Firm, Inc., and authorize Mayor to execute same:

Minutes of February 18, 2020 Mayor and Board of Aldermen

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **City of Long Beach, Mississippi
Beatline Parkway Project Development Services**

This Agreement is by and between

Owner
**City of Long Beach (The City)
201 Jeff Davis Ave.
Long Beach, MS 39560
228-863-1556**

and,

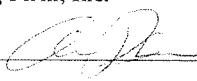
**PICKERING FIRM, INC.
126 Rue Magnolia
Biloxi, MS 39530
Tel No. 228.432.5925**

Who agree as follows:

The City of Long Beach, MS ("The City") hereby engages the Pickering Firm, Inc., ("PICKERING FIRM, INC.") to perform the services described in Part I ("Services") and PICKERING FIRM, INC. agrees to perform the Services for the compensation set forth in Part III. PICKERING FIRM, INC. shall be authorized to commence the Services upon execution of this Agreement and receipt of authorization to proceed from the City. The City and PICKERING FIRM, INC. agree that this signature page, together with Parts I through IV and attachments referred to therein, constitute the entire agreement between them relating to the Project ("Agreement").

CONTRACT TERM. The Agreement shall commence upon the latest date of execution and continue until December 31, 2020, at which time the Agreement shall automatically terminate. No new work shall be assigned or undertaken after December 31, 2020. Engineer shall complete work assigned prior to then, with work not to exceed the termination or conclusion date identified by the specific assignment. During the term of this Agreement, the City reserves the right to terminate this Agreement in whole or in part, at any time, with or without cause, upon thirty (30) days written notice to Pickering Firm, Inc. This contract allows for an initial term of one (1) year and the extension of the contract for three (3) one-year terms as approved by the Mayor and City Council.

APPROVED FOR
Pickering Firm, Inc.

By: 

Printed Name: Andy Phelan, PE

Title: Principal Owner

Date: February 19, 2020

APPROVED FOR
City of Long Beach, Mississippi

By: 

Printed Name: George L. Bass

Title: Mayor

Date: February 19, 2020

**Minutes of February 18, 2020
Mayor and Board of Aldermen**

**PART I
PICKERING FIRM, INC.'S RESPONSIBILITIES**

PICKERING FIRM, INC. shall perform or furnish the services described in Exhibit I to this Agreement.

**PART II
THE CITY'S RESPONSIBILITIES**

The City, at its expense shall do the following in a timely manner so as not to delay the Services.

A. INFORMATION/REPORTS

Furnish PICKERING FIRM, INC. with all applicable reports, studies, site characterizations, drawings, regulatory orders and similar information in its possession relating to the project. Unless otherwise specified in Part I, PICKERING FIRM, INC. may rely upon the City-furnished information without independent verification in performing the Services.

B. REPRESENTATIVE

The Mayor, or duly authorized representative shall have the authority to transmit instructions, receive information, interpret and define the City's policies and make decisions with respect to the Services.

C. DECISIONS

Provide all criteria and full information as to the City requirements for the Project, obtain (with PICKERING FIRM, INC.'S assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and generally participate in the Project to the extent necessary to allow PICKERING FIRM, INC. to perform the Services.

**PART III
COMPENSATION, BILLING, AND PAYMENT**

The City shall pay PICKERING FIRM, INC. for Services in accordance with Compensation Schedule (Exhibit II) as attached.

Minutes of February 18, 2020 Mayor and Board of Aldermen

PART IV

Pickering Firm, Inc. STANDARD TERMS AND CONDITIONS

1. **STANDARD OF PRACTICE.** PICKERING FIRM, INC. shall exercise a reasonable standard of conduct and care, according to the prevailing industry standards, in all work, complying with all Federal and State manuals, guides and specifications for work.
2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the City. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that the scope should be redefined. If complications or other unforeseen factors cause a change in the scope of work which may cause PICKERING FIRM, INC. to exceed the established budgets, PICKERING FIRM, INC. will promptly notify the City and proceed only upon an agreed upon basis. Changes in scope may warrant Additional Services which are not a part of the agreed upon compensation. These Additional Services shall be paid for by the City in accordance with PICKERING FIRM, INC.'S prevailing hourly rate schedule.
3. **SAFETY.** PICKERING FIRM, INC. specifically disclaims any authority or responsibility for general job site safety of persons other than PICKERING FIRM, INC. employees, or subcontractors.
4. **BILLING.** Invoices will be issued at the end of each month, payable upon receipt, unless otherwise agreed. Interest of 1.5% per month will be payable on any amounts not paid within 45 days, payment thereafter applied first to accrued interest and then to principal unpaid amount.
5. **TERMINATION.** Either the City or PICKERING FIRM, INC. may terminate this Agreement at any time with or without cause upon giving the other party thirty (30) calendar days prior written notice. The City shall within thirty (30) calendar days of termination pay PICKERING FIRM, INC. for all services rendered and all costs incurred up to the notice of termination, or date the termination is effective, as determined in writing by the Parties. Payment shall be made in accordance with the compensation provisions of this contract.
6. **CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the City or PICKERING FIRM, INC. , their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
7. **INSURANCE.** PICKERING FIRM, INC. agrees to maintain (1) statutory workers' compensation insurance coverage and (2) comprehensive general liability coverage and automobile liability insurance coverage. PICKERING FIRM, INC. agrees to maintain professional liability insurance in the sum of no less than \$1,000,000 annual aggregate, on a claims-made basis, as long as it is reasonably available under standard policies at rates comparable to those currently in effect. PICKERING FIRM, INC. shall provide the City with proof of coverage.
8. **LIMITATION OF LIABILITY.** PICKERING FIRM, INC. and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, including, but not limited to, any and all indirect, special, incidental, punitive, or consequential damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including without limitation, attorney's fees, which in any way arise out of or relate to any negligent, intentional, willful or grossly negligent acts of omission or commission of or attributed to Engineer and/or its agents, servants, employees, sub- contractors, officials, visitors invitees, and/or guests. PICKERING FIRM, INC.'s obligations to indemnify, defend and hold harmless, or at the City's option, participate and associate with the City in defense of any claim for damage, lien or suit and/or any related settlement negotiations shall be initiated by the City's Notice of Claim for Indemnification to PICKERING FIRM, INC.

Minutes of February 18, 2020
Mayor and Board of Aldermen

9. **OWNERSHIP OF INSTRUMENTS OF SERVICE.** Unless otherwise agreed by the Parties in writing, PICKERING FIRM, INC. agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this Agreement shall be delivered to, become and remain in the property of the City upon creation and shall be delivered to the City upon termination or completion of work, or upon request of the City regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the City.
10. **THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or PICKERING FIRM, INC. PICKERING FIRM INC.'s services under this agreement are being performed solely for the City's benefit, and no other entity, including the Owner's contractors, shall have any claim against PICKERING FIRM, INC. because of this Agreement or the performance or nonperformance of services hereunder.
11. **DELAYS.** If events beyond the control of the City or PICKERING FIRM, INC., including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, PICKERING FIRM, INC. shall be entitled to an equitable adjustment in compensation.
12. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by PICKERING FIRM, INC. is supplied for the general guidance of the City only. Since PICKERING FIRM, INC. has no control over competitive bidding or market conditions, PICKERING FIRM, INC. cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to the City.
13. **ACCESS.** The City shall provide PICKERING FIRM, INC. safe access to any premises necessary for PICKERING FIRM, INC. to provide the Services.
14. **AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.
15. **DISPUTE RESOLUTION.** This Agreement shall be deemed to have been executed in Harrison County, Mississippi. Parties shall attempt to settle disputes arising under this Agreement by discussion between the parties' senior representatives of management. Any claim or dispute not resolved by discussion shall be brought in a court of competent jurisdiction in Harrison County. This Agreement shall be governed by the laws of the State of Mississippi and such Mississippi laws shall apply to the construction or enforcement of all provisions of this Agreement and to any action which may be brought pursuant thereto. Any right or remedy under this Agreement is cumulative, not exclusive, and is in addition to any other rights or remedies either provided in this Agreement or otherwise available at law or in equity. Failure to exercise or delay in exercising any rights shall not constitute a waiver in whole or in part of any such rights.
16. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

Minutes of February 18, 2020 Mayor and Board of Aldermen

EXHIBIT I

SCOPE OF SERVICES

Following is the scope of Beatline Parkway Project Program Development and Support Services, based on discussions with representatives of Long Beach regarding issues that appear relevant to the project. The City is in need of assistance in order to maintain its economic development competitiveness and the standards of quality of life. The City is confronted with significant water supply, transmission and distribution, wastewater, storm drainage, transportation and economic development infrastructure needs which exceed the reasonable limits of local financing capacity of the City. The City has expressed its interest in development a strategic infrastructure implementation program to address these pressing needs and also needs which could be eligible for the State and Federal grant programs. The City proposes to seek funding, federal and other, to facilitate implementation of the improvements.

PART A: PROGRAM DEVELOPMENT

I. Program Definition

PICKERING FIRM, INC. shall assist the City in defining and prioritizing the various elements of a water resources, transportation infrastructure and economic development infrastructure program. When the City representatives have decided upon the program elements, PICKERING FIRM, INC. will begin the process of preparing the necessary components in support of project implementation, including funding assistance.

II. Development of Beatline Parkway Project Strategic Implementation Program

PICKERING FIRM, INC. will develop a strategic **Beatline Parkway Project** implementation program for definition and implementation of the water resources, transportation and economic development infrastructure program. The implementation plan will provide assistance in the City's efforts to secure funding and regulatory management for implementation of the program. The implementation plan will organize the City's program concepts into succinct phases and steps to facilitate efficient and timely implementation. Components of the plan are as follows:

A. Priorities for Program Development

1. Update as needed the five year program element for capital expenditures based on the selected alternatives from those identified in consultation with the City Engineer. The selected alternatives will be prioritized, depending on the relevant priorities and issues identified by the City.
2. Update as needed the long term program element for capital improvements for the **Beatline Parkway Project** program, along the same lines as the short term plan, but taking into account the long term needs and issues which will impact the program further into the planning period.
3. Develop baseline strategies for Federal and State regulatory compliance, where required.

Minutes of February 18, 2020 Mayor and Board of Aldermen

B. Financial and Institutional Elements

1. Identify institutional arrangements that will be serve the **Beatline Parkway Project** needs of the City.
2. Identify special Federal strategies for funding.
3. Identify special State strategies for funding.
4. Identify special Local and Private Legislation, if needed, for implementation.

C. Program Deliverables

1. Implementation Program Report
2. Presentation exhibits and documentation for funding assistance initiatives.
3. Monthly updates on program activities.

PART B: Beatline Parkway Project *PROGRAM SUPPORT SERVICES*

PICKERING FIRM, INC. will support and assist the City's effort to obtain state and federal funding and regulatory assistance to advance implementation of the **Beatline Parkway Project**. PICKERING FIRM, INC. will assist the City's effort in further defining financial and institutional matters related to the program. These efforts may consist of interim financing, long term financing of the local share, coordination of federal, state, and private sector funding roles, and management assistance with the regulatory community.

PART C: *IMPLEMENTATION*

If requested by the City, upon completion of the foregoing scope of work and upon written authorization by the City, PICKERING FIRM, INC. will provide by amendment to this contract additional services to further **Beatline Parkway Project Development Services**.

It is mutually agreed that a detailed scope and schedule of services will be added by written amendment to this Agreement to provide for the incorporation of specialized expertise in regard to planning and mapping, surveying, schematic engineering, preliminary engineering report, design, acquisition, bidding, construction engineering and management, program management, and other services as authorized by the City.

Minutes of February 18, 2020 Mayor and Board of Aldermen

EXHIBIT II COMPENSATION

PICKERING FIRM, INC. will, on behalf of the City, perform the work outlined in Exhibit I, Parts A and B, on an hourly basis. Following is a schedule of compensation based on performance of the Scope defined previously. Completion of milestone events is dependent on obtaining data requested from the City and other sources.

	Project	Task Budget 2020
Part A	Program Development (Hourly) ⁽¹⁾	\$20,000
Part B	Program Support Services (Hourly) ⁽²⁾	\$10,000 ⁽²⁾
Part C	Implementation TBD	
	Total	\$30,000

The City will be invoiced on a monthly basis for work completed during the billing period. The City shall pay PICKERING FIRM, INC. within 45 days after receipt of PICKERING FIRM, INC.'s monthly billing. The payment shall not be contingent or dependent upon any action or undertaking of the City other than those conditions, if any, specifically set forth in this Agreement.

The City shall compensate PICKERING FIRM, INC. on an hourly basis for each billing period for services authorized in Parts A and B. If complications or other unforeseen factors cause a change in the scope of work which may cause PICKERING FIRM, INC. to exceed the established budgets, PICKERING FIRM, INC. will promptly notify the City and proceed only upon an agreed upon basis. The City's obligation for payment for the services shall be absolute and unconditional except for the right to dispute payment for services not conforming to the standards of this agreement.

(1) Project tasks can run concurrently

(2) Includes up to two (2) trips to Washington, D.C. (These travel expenses are for employees of the Pickering Firm, Inc.)

**Minutes of February 18, 2020
Mayor and Board of Aldermen**

**PICKERING FIRM, INC.
2020 HOURLY RATES**

	<i>PICKERING FIRM, INC. Rates</i>
PRINCIPAL	\$ 190.00
GROUP MANAGER	\$ 161.00
SR PROJECT MANAGER	\$ 145.00
PROJECT MANAGER	\$ 125.00
SR PROJECT ENGINEER	\$ 130.00
PROJECT ENGINEER	\$ 105.00
ENGINEER INTERN	\$ 90.00
GRADUATE ENGINEER	\$ 90.00
GRADUATE ENVIRONMENTAL ENGINEER	\$ 100.00
SR SCIENTIST	\$ 135.00
SCIENTIST	\$ 110.00
GRANT SPECIALIST	\$ 95.00
GIS MANAGER	\$ 100.00
SENIOR TECHNICIAN	\$ 100.00
TECHNICIAN II	\$ 80.00
GIS ANALYST	\$ 95.00
CLERICAL	\$ 65.00
CADD TECHNICIAN	\$ 85.00
IRS CURRENT STANDARD MILEAGE RATE	Actual

**Minutes of February 18, 2020
Mayor and Board of Aldermen**

REIMBURSABLE EXPENSES

Actual Expense together with any
demonstrated cost of processing and
handling payment

Travel Time:

Time required to travel to and from a project site will be billed at the normal hourly rates.

The stated rates are effective from January 1, 2020 through December 31, 2020. PICKERING FIRM, INC. reserves the right to adjust the hourly rates after December 31, 2020.

**Minutes of February 18, 2020
Mayor and Board of Aldermen**

**EXHIBIT III
ADDITIONAL WORK ITEMS**

If complications or other unforeseen factors cause a change in the scope of work which require an adjustment in PICKERING FIRM, INC.'s compensation, PICKERING FIRM, INC. shall promptly notify the City and proceed only on an agreed upon basis. If the City wishes to undertake tasks outside the proposed scope of services, PICKERING FIRM, INC. will amend this agreement or submit a proposal for the additional work.

III-1

**Minutes of February 18, 2020
Mayor and Board of Aldermen**

ORDINANCE NO. 648

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AMENDING ORDINANCE NO. 637, ENTITLED, "AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, ADOPTING VARIOUS BUILDING AND RELATED CODES AND STANDARDS, AND APPENDIXES REGULATING AND CONTROLLING THE DESIGN, CONSTRUCTION, QUALITY OF MATERIALS, ERECTION, INSTALLATION, ALTERATION, REPAIR, LOCATION, RELOCATION, REPLACEMENT, ADDITION TO, USE OR MAINTENANCE OF BUILDINGS AND STRUCTURES, PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTIONS OF FEES THEREFORE WHEN USED WITH MONEY; PROVIDING FOR AND RELATING TO INSPECTION ACTIVITIES AND ENFORCEMENT OF BUILDING PROVISIONS AS PROVIDED IN VARIOUS CODES; AND FOR RELATED PURPOSES," AS HERETOFORE AMENDED TO ADOPT THE 2012 REVISIONS TO THE STANDARDS, REVISIONS AND APPENDIXES PREVIOUSLY ADOPTED BY THE CITY, AND FOR RELATED PURPOSES.

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

1. That the Governing Authorities have heretofore adopted the 2018 international building and related codes and standards, published and in order to protect the public health and safety.
2. That's certain revisions to the 2018 international building and related codes and standards have heretofore been adopted, which revisions were adopted by the City in Ordinance Number 637 in order to protect the public health and safety.
3. Certain revisions to the 2018 international building and related codes and standards have against been adopted and it is now necessary for the City to again adopt certain further revisions to the standards, revisions and appendixes and related codes in order to protect the public health and safety.

Now therefore,

BE IT ORDAINED By The Mayor And Board Of Aldermen Of The City Of Long Beach, Mississippi, That Ordinance No. 637 of the City of Long Beach, Mississippi be, and it is hereby amended as follows:

SECTION 1. 2018 International Property Maintenance Code, *Section 202 General Definitions* is amended as follows:

Delete the current "Inoperable Motor Vehicle" definition and in its place insert the following new definition:

**Minutes of February 18, 2020
Mayor and Board of Aldermen**

"INOPERABLE MOTOR VEHICLE. A vehicle, motor vehicle or trailer or recreational vehicle designed to be towed by a motor vehicle which cannot be driven or operated upon the public streets for reason including but not limited to being unlicensed, unregistered, wrecked, abandoned, in a state of disrepair causing unsafe operation, one or more flat tires or incapable of being moved under its own power."

Add the following new definition:

"RECREATIONAL VEHICLES" any vehicular-type unit used primarily for recreational purposes including, but not limited to, boats, boat trailers, personal water craft carriers, personal watercraft trailers, travel trailers, tent trailers, pick-up campers or coaches (designed to be mounted on automotive vehicles), motor coaches, motorized homes, and non-motorized vehicles."

Add the following new definition:

"SWIMMING POOLS." Means any structure intended for swimming or recreational bathing that contains more than 24 inches (610 mm) deep. This includes in-ground, above-ground, and on-ground swimming pools, hot tubs, and spas."

Add the following new definition:

"TRASH AND DEBRIS". Means all manner of refuse, including but not limited to mounds of dirt, compost, piles of leaves, grass and weed clippings, paper trash, useless fragments of building material, rubble household items and appliances, items of salvage such as scrap metal and wood, barrels, tires, objects that hold water for an extended time, tree and bush trimmings, and other miscellaneous waste or reject matter.

SECTION 2. 2018 International Property Maintenance Code, *Section 302 Exterior Property Areas* is amended as follows:

Section 302.4 **Weeds.** Insert height in bracket: "12 inches".

SECTION 3. 2018 International Property Maintenance Code, *Section 304 Exterior Property Areas* is amended as follows:

Section 304.10 **Stairways, decks, porches and balconies.** Every exterior stairway, deck, porch and balcony and appurtenances attached hereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads and shall not be used for outdoor storage or excessive trash, junk, debris or items with intended purpose for indoor use.

Section 304.14 **Insert Screens.** Insert dates in two brackets respectively: "April 1" ... "November 1".

Minutes of February 18, 2020 Mayor and Board of Aldermen

SECTION 4. 2018 International Property Maintenance Code, Section 308 *Rubbish and Garbage* is amended as follows:

Section 308.1 **Accumulation of rubbish or garbage.** Exterior property and premises, including decks, porches, and open carports, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

SECTION 5. Severability

If any section, subsection, sentence, clause or phrase of this Ordinance, or the application thereof, be held by any court of competent jurisdiction to be invalid or unconstitutional, such holding shall not affect the remaining portions of this Ordinance.

SECTION 6. Effective Date


This ordinance shall take effect and be enforced thirty (30) days after its adoption, publication and enrollment thereof as provided by law.

The above and foregoing Ordinance No. 648 was introduced in writing by Alderman Parker who moved its adoption. Alderman Frazer seconded the motion to adopt the Ordinance, and after discussion, no member of the Board of Aldermen having requested the Ordinance to be read by the City Clerk, and the question being put to a roll call votes the result was as follows:

Alderman Donald Frazer	voted	Aye
Alderman Ronald Robertson	voted	Aye
Alderman Bernie Parker	voted	Aye
Alderman Kelly Griffin	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Absent, Not Voting
Alderman Mark E. Lishen	voted	Absent, Not Voting
Alderman Patricia Bennett	voted	Absent, Not Voting

The question having received the affirmative vote of all of the Aldermen present and voting, the Mayor declared the motion carried and the said Ordinance adopted and approved this the 18th day of February 2020.

APPROVED:



GEORGE L. BASS, MAYOR

ATTEST:



STACEY DAHL, CITY CLERK

Minutes of February 18, 2020
Mayor and Board of Aldermen

CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

I, the undersigned, Stacey Dahl, City Clerk within and for the City of Long Beach, Mississippi, do hereby certify that the above and foregoing is a true and correct copy of that certain Ordinance #648 of the City of Long Beach, Mississippi, adopted by the Mayor and Board of Aldermen at a regular meeting duly held and convened on the 18th day of February, 2020 as the same appears of record in Ordinance Book #9, pages _____, inclusive, in my office at the City Hall in said City.

Given under my hand and the official seal of my office this the 19th day of February, 2020.



Stacey Dahl
Stacey Dahl, City Clerk

Minutes of February 18, 2020 Mayor and Board of Aldermen

There came on for consideration at a duly constituted meeting of the Board of Aldermen and Mayor of the City of Long Beach held on 18th day of February 2020, the following Resolution, which was reduced to writing and presented in advance of the meeting for reading and examination:

RESOLUTION OF THE CITY OF LONG BEACH COMMENDING THE UNIVERSITY OF SOUTHERN MISSISSIPPI FOR ITS ACTIVITIES AT THE GULF PARK CAMPUS IN THE CITY OF LONG BEACH; ENCOURAGING AND URGING THE UNIVERSITY OF SOUTHERN MISSISSIPPI TO CONTINUE TO GROW AND DEVELOP PROGRAMS AND COURSES AT THE GULF PARK CAMPUS IN THE CITY OF LONG BEACH; TO LOCATE NEW AND RETAIN ALL EXISTING PROGRAMS AND ACTIVITIES OF THE UNIVERSITY OF SOUTHERN MISSISSIPPI ON THE GULF PARK CAMPUS IN LONG BEACH MISSISSIPPI; AND FOR OTHER PURPOSES.

WHEREAS, and The Gulf Park College for Women in Long Beach, Mississippi opened in 1921, and had its last commencement exercise in 1971; thereafter the University of Southern Mississippi acquired the Gulf Park Campus in 1972; and

WHEREAS, the beautiful 52-acre beachfront University of Southern Mississippi Gulf Park Campus in Long Beach, Mississippi serves as the only public four-year public institution located on the Mississippi Gulf Coast, offering bachelor's, master's and doctoral degrees in more than 50 distinct academic fields; and

WHEREAS, the University of Southern Mississippi Gulf Park Campus is also home to the state's only bachelor's degree in ocean engineering and the only film studies pathway offered at a public institution in the State; and

WHEREAS, the University of Southern Mississippi Gulf Park Campus serves as the central Campus for several remote teaching centers, including:

- The Stennis Space Center Teaching and Research Site located in Hancock Count, Mississippi, which is home to the university's Department of Marine Science.
- The Gulf Coast Student Service Center Teaching Site, which was the interim site of the Gulf Park Campus following Hurricane Katrina, from 2005 to 2012.
- The Gulf Coast Research Laboratory Teaching and Research Site (GCRL), located in Ocean Springs, home of the Department of Coastal Sciences, the Center for Fisheries and Research

**Minutes of February 18, 2020
Mayor and Board of Aldermen**

and Development, the Marine Education Center, and the Thad Cochran Marine Aquaculture Center.

- The Point Cadet Teaching Site, located in Biloxi, home to the R/V *Tommy Munro*, a 97-foot research vessel.
- The Keesler Center, located on Keesler Air Force Base in Biloxi, which provides courses for military personnel as well as the civilian community.
- Other USM units in the Gulf Coast region; and

WHEREAS, the University of Southern Mississippi Gulf Park Gulf Park Campus serves a vital role in the Long Beach Community, and has been a valuable partner with the City for over 50 years, providing jobs, economic development, education, cultural growth, supporting local events, and numerous other mutual benefits to the City of Long Beach, its citizens, the University of Southern Mississippi, and its students; and

WHEREAS, the City of Long Beach has contributed to the growth and support of the University of Southern Mississippi Gulf Park Campus, and continues to provide support to the University of Southern Mississippi Gulf Park Campus, its students, staff and faculty in the community; and

WHEREAS, the continued mutual cooperation, coordination and support between University of Southern Mississippi and City of Long Beach is vital to continued growth and prosperity of the City of Long Beach as well as the University of Southern Mississippi and its students; and

WHEREAS the City wishes to commend the University of Southern Mississippi for its commitment to expansion and preservation of facilities of the University of Southern Mississippi on the Gulf Park Campus in the City of Long Beach; and

WHEREAS, the City wishes to encourage and urge the University of Southern Mississippi to continue to support placement and location of program, facilities, courses, student facilities, research efforts and programs, and other growth at the University of Southern Mississippi Gulf Park Campus.

NOW THEREFORE, BE IT RESOLVED, the Governing Authorities of the City of Long Beach do hereby commend and express their appreciation to the University of Southern

**Minutes of February 18, 2020
Mayor and Board of Aldermen**

Mississippi for its ongoing commitment to the University of Southern Mississippi Gulf Park Campus in the City of Long Beach, and its support of program, facilities, courses, students, research efforts and programs and ongoing growth at the Gulf Park Campus of the University of Southern Mississippi.

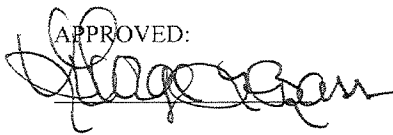
BE IT FURTHER RESOLVED the Governing Authorities of the City of Long Beach hereby expresses its continued support to the University of Southern Mississippi, and urge it to continue to locate and grow classes, facilities, projects, students, investment and projects at the Gulf Park Campus of the University of Southern Mississippi in the City of Long Beach, and continue to grow its facilities and presence at the University of Southern Mississippi Gulf Park Campus

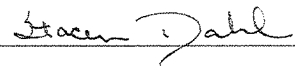
SO RESOLVED, this 18th day of February 2020

The above and foregoing Resolution having been introduced in writing, was first read and considered section by section and then as a whole. This question being put to a roll call vote by the Mayor, the result was a follows:

Alderman Ronald Robertson	voted	Aye
Alderman Timothy McCaffrey Jr.	voted	Absent, Not Voting
Alderman Kelly Griffin	voted	Aye
Alderman Bernie Parker	voted	Aye
Alderman Mark E. Lishen	voted	Absent, Not Voting
Alderman Patricia Bennett	voted	Absent, Not Voting
Alderman Donald Frazer	voted	Aye

The question having received the Affirmative vote of all of the Alderman present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 18th day of February, 2020.

APPROVED:

George L. Bass, Mayor

ATTEST:

Stacey Dahl, City Clerk

**Minutes of February 18, 2020
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman Griffin and unanimously carried to approve the buyback of two cemetery plots (SE ¼ of Plot 282) from Paul Hicks for \$500.00.

Alderman Robertson made motion seconded by Alderman Griffin and unanimously carried to approve the following contract with Harrison County for the Housing of Long Beach Detainees/Prisoners and authorize Mayor to execute same:

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

**CONTRACT BETWEEN HARRISON COUNTY, MISSISSIPPI AND
THE CITY OF LONG BEACH, MISSISSIPPI FOR THE
HOUSING OF LONG BEACH DETAINEES/PRISONERS AT THE
HARRISON COUNTY ADULT DETENTION CENTER**

WHEREAS, Harrison County, Mississippi, by and through its Board of Supervisors and the Sheriff of Harrison County, Mississippi, provide an adult detention center for the housing of all County detainees/prisoners; and

WHEREAS, the City of Long Beach does not currently maintain facilities for housing its detainees/prisoners and therefore desires to enter into an agreement with Harrison County, Mississippi, by and through its Board of Supervisors, and the Sheriff of Harrison County, (collectively, the "County"), to house the detainees/prisoners of the City of Long Beach, ("Long Beach"); and

WHEREAS, the County has agreed to the request of Long Beach to house the detainees/prisoners of Long Beach subject to certain conditions including compensation for the housing of its detainees/prisoners; the method of computing the amount owed; the responsibility for transporting detainees/prisoners from the Harrison County Adult Detention Center, (the "HCADC"), or other facilities, to the Courthouse or Municipal Court; the responsibility for payment of all hospital, doctor, medical, medication, dental and medical costs incurred by Long Beach detainees/prisoners while incarcerated or detained; and the method of payment for these costs; and

WHEREAS, the parties now desire to set forth their respective duties and obligations for the housing of Long Beach detainees/prisoners in the HCADC in this Contract.

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants, promises and agreements, the County, by and through its Board of Supervisors, and Long Beach, by and through its Mayor and City Council, agree as follows:

SECTION I. Effective January 6, 2020, subject to final signature of all parties to this Contract and approval on the minutes of the County and Long Beach, Long Beach shall pay the County the sum of

Minutes of February 18, 2020 Mayor and Board of Aldermen

Thirty Dollars (\$30.00) per qualifying day per each Long Beach detainee/prisoner incarcerated in the HCADC as set out in this Contract. This charge of Thirty Dollars (\$30.00) per day includes all medical and dental care provided to the detainee/prisoner where the treatment is provided at the HCADC by the County medical provider or contractor. It specifically does not include any dental, medical or mental health treatment provided by medical providers other than the County's contracted medical provider for the HCADC.

For purposes of this Contract, the term "Long Beach detainee/prisoner" is defined as any individual who is incarcerated in the HCADC located at 10451 Larkin Smith Drive, Gulfport, Mississippi 39503, and/or in any correctional facility designated by the Sheriff pursuant to an arrest or detention by Long Beach law enforcement personnel or judicial officers upon a misdemeanor charge or upon a felony charge where the alleged offense occurred within the corporate limits of the City of Long Beach or commenced by Long Beach, pending the filing of a Court Order binding the arrested detainee/prisoner over for action by the Grand Jury or the arrested detainee/prisoner waives indictment.

For purposes of this Contract, the "per day" charge shall be assessed as follows:

(1) a minimum of one (1) day shall be charged for all Long Beach detainees/prisoners booked into the HCADC regardless of the length of their stay in the HCADC; and

(2) a daily charge shall be assessed for each Long Beach detainee/prisoner according to the "head count" taken at 12 noon each day; provided however, that a Long Beach detainee/prisoner booked into the HCADC prior to 12 midnight shall be deemed to have his/her second daily assessment beginning at the following noon head count [example: booked in at 11 p.m. January 1 and booked out at 1 p.m. January 2 is two (2) days], and a Long Beach detainee/prisoner booked into the HCADC after 12 midnight shall be deemed to have his/her first daily assessment as beginning at the following noon head count [example: booked in at 1 a.m. January 1 and booked out at 11 a.m. January 2 is one day].

The payment for each Long Beach detainee/prisoner shall continue so long as the Long Beach detainee/prisoner remains incarcerated in the HCADC, or at any other correctional facility as designated by the Sheriff, or until such time as the Long Beach detainee/prisoner is bound over for action by the Grand

Minutes of February 18, 2020 Mayor and Board of Aldermen

Jury and/or waives indictment. Provided, however, Long Beach detainees/prisoners sentenced to serve a jail term by its Municipal Court shall continue to be the responsibility of Long Beach and the Thirty Dollars (\$30.00) charge per day per Long Beach detainee/prisoner shall continue during such jail term until a copy of an Order releasing said detainee/prisoner is received by the HCADC. It is Long Beach's sole responsibility to ensure such Order releasing said detainee/prisoner is delivered to, received by and acknowledged by the HCADC.

SECTION II. Long Beach shall be responsible for transporting Long Beach detainees/prisoners for housing to the HCADC located at 10451 Larkin Smith Drive, Gulfport, Mississippi 39503, and/or such satellite facility as may, from time to time, be designated by the Sheriff.

Long Beach shall be responsible for the transportation of the Long Beach detainees/prisoners to and from the HCADC and doctor/dental offices, mental health or medical facilities and/or hospitals as may, from time to time, be required subject to the provisions of Section III. Should the medical staff at the HCADC or any satellite facility determine based upon their medical judgment that immediate attention is needed for any Long Beach detainee/prisoner, and waiting for the Long Beach Police Department to come and make the transport would further jeopardize the health/safety of the detainee/prisoner, then the transport will be made by ambulance or a facility vehicle and Long Beach shall be responsible and shall pay for such expense and shall reimburse Harrison County for any such expense where incurred by the County. Despite the fact that Long Beach did not authorize the transport, it will still be the responsibility of Long Beach to pay all expenses for any such transport and the expenses of providing security until Long Beach can begin providing the necessary security at any such medical or mental health facility. Long Beach shall be responsible for the transportation of detainees/prisoners from the HCADC to all courts as may, from time to time, be ordered by the appropriate Judge(s) as long as the detainee/prisoner remains a city prisoner.

SECTION III. If a detainee/prisoner needs medical care for any reason other than what is provided at the HCADC, then Long Beach shall be responsible for and directly pay those hospital, doctor, mental, medical, dental, prescription costs/bills and other medical provider's charges incurred by and on

**Minutes of February 18, 2020
Mayor and Board of Aldermen**

behalf of the Long Beach detainees/prisoners which are reasonable and necessary as governed by Miss. Code Ann. §§ 47-1-57 and 47-1-59 (1972), as amended.

All such charges shall be paid within thirty (30) days after submission to Long Beach by or on behalf of any dental, medical or mental care provider and if in the event the County pays any such costs or expenses then Long Beach shall reimburse the County within thirty (30) days after submission to Long Beach by the County.

The payment for such medical charges shall continue so long as the Long Beach detainee/prisoner remains incarcerated in the HCADC, or other facility, or until such time as the Long Beach detainee/prisoner is bound over by action of the Grand Jury and/or waives indictment. Provided, however, Long Beach detainees/prisoners sentenced to serve a jail term by the Municipal Court of Long Beach shall continue to be the responsibility of Long Beach and Long Beach shall be responsible for the payment of Thirty Dollars (\$30.00) per day per Long Beach detainee/prisoner and for dental, mental health or medical care as provided herein until release on receipt by the County of an Order releasing same. Such responsibility shall continue during such jail term and until receipt by the County of a properly signed and entered judicial order releasing said detainee/prisoner.

If the Sheriff and/or medical staff at the facility find and determine that a Long Beach detainee/prisoner is in need of immediate dental, mental health or medical attention and should be transported by ambulance or a facility vehicle to such facility and/or hospital, neither the County nor the Sheriff shall be responsible for any fees, costs or expenses related to the transportation or the dental, mental health or medical services provided for said detainee/prisoner, even if Long Beach releases the inmate with an own recognizance bond or other bond. In such event, Long Beach agrees it will not seek the payment, reimbursement or any recourse for the hospital, doctor, medical costs/bills from the County or Sheriff. Should a medical provider and/or hospital seek payment from the Sheriff or County for an inmate who has been released with an own recognizance or other bond by Long Beach and therefore transported to an outside medical facility, Long Beach agrees it will take all necessary action to resolve any payment issue between Long Beach and the provider/hospital without seeking recourse from the County or Sheriff. By

**Minutes of February 18, 2020
Mayor and Board of Aldermen**

execution of this Contract, the County acknowledges that Long Beach does not assume any liability for the operation of the HCADC and/or any satellite facility thereof operated by the County or the Harrison County Sheriff's Department with respect to any claims that anyone may have which arise solely out of the operation of the HCADC rather than as a result of some action or inaction on the part of Long Beach or its agents, servants or employees. However, by execution of this Contract, Long Beach acknowledges that it is responsible for the housing of its detainees/prisoners housing needs and is responsible for the dental, mental health and/or medical care required by its detainees/prisoners outside of the HCADC or other facility regardless of how or why incurred until released as provided herein.

SECTION IV. The County shall render a monthly statement for all charges to Long Beach on or before the 20th day of the next subsequent month and Long Beach shall remit the full amount due to the County within thirty (30) days of receipt of same.

SECTION V. The Sheriff, in his sole discretion, has the absolute unconditional right to refuse to accept for housing any Long Beach detainees/prisoners and the right to discontinue housing of any Long Beach detainee/prisoner after acceptance. If a prisoner is rejected by the Sheriff of Harrison County, Long Beach shall pick up its detainee/prisoner for immediate removal.

SECTION VI. The parties agree that the Sheriff, in his sole discretion, is permitted to re-locate Long Beach prisoners/detainees to the Stone County Regional Correctional Facility or any other facility in which an existing interlocal governmental cooperation agreement exists between Harrison County, the City of Long Beach and the other entity. Upon relocation of Long Beach detainees/prisoners to a different facility, including, but not limited to the Stone County Regional Correctional Facility, the parties agree that all further housing, meals and medical treatment and expenses will be governed by the existing interlocal agreement with the other entity and not this Contract, except that this Contract shall still be applicable where not in conflict with said existing interlocal agreement(s) as between the County and Long Beach. If the detainees/prisoners are relocated to another facility, the detainees/prisoners still remain "Long Beach detainees/prisoners" and Long Beach is responsible for payment according to the terms of the

**Minutes of February 18, 2020
Mayor and Board of Aldermen**

aforementioned interlocal governmental cooperation agreement between Harrison County, the City of Long Beach and the third entity.

SECTION VII. All written notices of every kind and character shall be forwarded by certified mail, return receipt requested as follows:

Harrison County, Mississippi	President, Harrison County Board of Supervisors Post Office Box CC Gulfport, Mississippi 39502
------------------------------	--

With a copy to the Board Attorney

City of Long Beach, Mississippi	Mayor, City of Long Beach 201 Jeff Davis Avenue Long Beach, Mississippi 39560
---------------------------------	---

With a copy to the City Attorney

SECTION VIII. The term of this Contract shall be effective upon the final signature of all parties hereto and shall terminate on March 31, 2024, unless terminated earlier by either party. The parties have the right to terminate this Contract for any reason; however, termination may only occur when the terminating entity has provided thirty (30) days written notice to the other party of its intent to terminate. This Agreement may be renewed by the City and the County, upon concurrency by the Harrison County Sheriff, by Resolution of each entity spread upon their respective minutes. It is also agreed and understood that the City and the County shall notify each other, no later than thirty (30) days prior to the 1st day of January, 2024, that they intend to renew or reject the Agreement for another period of time to be agreed upon but not longer than each governing Board's term of office.

SECTION IX. This Contract shall be executed in several counterparts, all of which shall be considered originals.

SECTION X. Sheriff Troy Peterson approves this Agreement herein as a signature party, giving his approval and consent to all matters contained within this Agreement which may be under his jurisdiction or subject to his independent authority and powers.

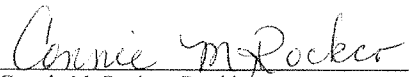
SECTION XI. This Contract constitutes the entire agreement of the parties and may be amended only upon mutual written consent of the parties.

**Minutes of February 18, 2020
Mayor and Board of Aldermen**

IN WITNESS WHEREOF, I, as President of the Board of Supervisors of Harrison County, Mississippi, do hereby set and subscribe my signature to the above and foregoing Contract between Harrison County, Mississippi and the City of Long Beach, Mississippi for the Housing of Long Beach Detainees/Prisoners at the Harrison County Adult Detention Center fully ascribing to the terms thereof for and on behalf of Harrison County, Mississippi, the same having been adopted in a duly constituted session.


WITNESS MY SIGNATURE this the 6th day of January, 2020.

HARRISON COUNTY, MISSISSIPPI



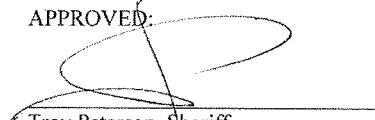
Connie M. Rockco, President
Harrison County Board of Supervisors

ATTEST:



John McAdams, Clerk of the Board

APPROVED:



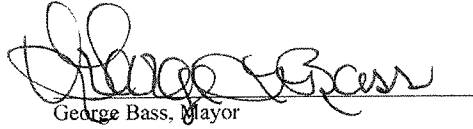
Troy Peterson, Sheriff
Harrison County, Mississippi

**Minutes of February 18, 2020
Mayor and Board of Aldermen**

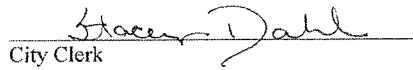
IN WITNESS WHEREOF, I, as Mayor of the City of Long Beach, Mississippi, the officer duly authorized in the premises by Resolution of the City Council of the City of Long Beach, Mississippi, do hereby set and subscribe my signature on behalf of the City of Long Beach, Mississippi to the foregoing Contract between Harrison County, Mississippi and the City of Long Beach, Mississippi for the Housing of Long Beach Detainees/Prisoners at the Harrison County Adult Detention Center fully ascribing to the terms thereof for and behalf of the City of Long Beach, Mississippi the same having been adopted in a duly constituted session.

WITNESS MY SIGNATURE this the 19th day of February, 2020.

LONG BEACH, MISSISSIPPI


George Bass, Mayor

ATTEST:


City Clerk

**Minutes of February 18, 2020
Mayor and Board of Aldermen**

Alderman Griffin made motion seconded by Alderman Robertson and unanimously carried to accept the following resignation letter from Tammy Devin:

January 28, 2020

Dear Mayor Bass and Long Beach Board of Aldermen,

I am writing to inform you of my decision to resign from the Long Beach Public Library Board of Trustees, effective immediately.

With the recent unexpected illness of my mother, my time is expected to be limited and I need to focus my available energy and time on activities where I feel it can make a difference. At this point, I feel there are several serious issues concerning the current board of trustees and its effectiveness to serve the residents of Long Beach. It is my sincere hope that you are able to find a qualified candidate to fill my position that is also willing to continue my attempts to revive it.

Best regards,
Tammy Devin
Board Chair
Long Beach Library Board of Trustees

Alderman Frazer made motion seconded by Alderman Griffin and unanimously carried to table a request to use the Recreation Center for pickleball play on Tuesday and Thursday evenings until the March 3, 2020 meeting.

Alderman Frazer made motion seconded by Alderman Griffin and unanimously carried to accept the following grant from the Mississippi Library Commission and authorize the Mayor to execute same:

Minutes of February 18, 2020 Mayor and Board of Aldermen



Library Services and Technology Act Subgrant Agreement FY 2020

Starting Date of Subgrant Agreement: 7/1/2019
Closing Date of Subgrant Agreement: 6/30/2020

This agreement is made between the Mississippi Library Commission (MLC) and the Library/Library System named below which shall hereby be known/referred to as the Subgrantee.

SUBGRANTEE: Long Beach Public Library
209 Jefferson Davis Avenue
Long Beach, Mississippi 39560

This Subgrant Agreement is made for the following project and amounts:

SUBGRANT: Project Number: FIA20-25-0
Project Title: Enhance Collection Development 2020
Program: Information Access
LSTA Subgrant Award: \$3,000.00

This Subgrant Agreement acknowledges the above listed Subgrantee has met all requirements necessary to participate in this subgrant program sponsored by the MLC.

The continuation of fulfillment of this, or any other, subgrant program administered by MLC is subject to the availability of funds.

All subgrant funds must be spent between July 1, 2019 and June 30, 2020. Please refer to MLC's website's Grants page for specific deadlines and required forms for this subgrant.

MLC and the Subgrantee agree to the articles and statements set forth in these three (3) references:

1. FY 2020 LSTA Program Manual
2. The Subgrantee's FY 2020 LSTA Subgrant Application
3. All applicable federal grant regulations

All three (3) references are integral parts of this Subgrant Agreement and are hereby incorporated and made a part hereof.

By the Authorized Official for Subgrantee signing below, Subgrantee agrees to accept the award listed above and understands and agrees to adhere to all deadlines listed herein and further agrees and certifies compliance with the three references listed above.

Mississippi Library Commission, LSTA Coordinator

February 5, 2020

Date

Authorized Official for Subgrantee

February 19, 2020

Date

MLC/Grant Programs

CFDA# 45.310

Minutes of February 18, 2020
Mayor and Board of Aldermen

Alderman Robertson made motion seconded by Alderman Parker and
unanimously carried to approve the following request from First Baptist Church to place
banners:



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

February 6, 2020

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

Dear Board,

We, First Baptist Church, Long Beach, would like to ask permission to put 3 banners
around the city advertising our Vacation Bible School. Our Vacation Bible School is
June 1-5, 2020. We would like to have the banners out from May 9 – June 4.

The following locations are requested:

- Railroad and Pineville intersection on the south side
- Railroad and Cleveland on the southeast corner
- Cleveland and Klondyke in the triangle – low to the ground so not to interfere
with traffic.

Please let us know if there is any problem with the placing the banners. Thank you so
much for the opportunity each year to advertise our Vacation Bible School.

Sincerely,

Brenda Davis

Brenda Davis
Minister of Education

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

Mayor Bass recognized Recreation Director Bob Paul and Public Works Director
Joe Culpepper and their respective departments for their excellent job cleaning up after
the Mardi Gras parade.

**Minutes of February 18, 2020
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 Griffin and unanimously carried to approve the following personnel matters:

Police Department:

- Resignation, Police Officer 1st Class Brittney Jackson, effective February 20, 2020

Fire Department:

- Education Pay, Firefighter 1st Class Cody Carroll, EMT Basic, effective March 1, 2020
- Education Pay, Firefighter 1st Class Phillip Price, EMT Basic, effective March 1, 2020

Alderman Griffin made motion seconded by Alderman Parker and unanimously carried to approve the following Budget Amendments for Fiscal Year 2020:

**City of Long Beach
Budget Amendment Request**

Fund Name	<u>General Fund</u>	Date	<u>2/18/2020</u>
Department #	<u>425</u>	Budget Entry #	<u> </u>
Department Name	<u>Senior Citizens</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
New Vehicles 425-630500	-	-	12,966	12,966
General Fund			(12,966)	(12,966)
				-

Amendment to budget funds for the City's match to purchase new Senior Citizen's bus.

Amendment #3

*

*

**Minutes of February 18, 2020
Mayor and Board of Aldermen**

**City of Long Beach
Budget Amendment Request**

Fund Name	<u>General Fund</u>	Date	<u>2/18/2020</u>
Department #	<u>213</u>	Budget Entry #	<u> </u>
Department Name	<u>Police Department</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
New Vehicles 213-630500	64,000	-	30,392	94,392
New Equipment 213-631000	80,000		5,110	85,110
Insurance Proceeds			(35,502)	(35,502)

Amendment to budget insurance proceeds for police vehicles involved in accidents.

Amendment #4

228-863-7292
FAX 228-863-1557



LONG BEACH POLICE DEPARTMENT

P.O. BOX 929 LONG BEACH, MS 39560

February 13, 2019

To: Mayor Bass
Board of Alderman

From: Chief Seal

RE: Budget Amendment

I am requesting to amend the police department budget by placing \$30,392.04 from the following refunded items into the New Vehicle line item (213-630500):

\$28,391.00 for the insurance settlement on 2/10/2020 from Travelers for totaled vehicle # 26.
\$2,001.04 for the insurance payment on 1/20/2020 from Travelers for vehicle #7 accident repairs.

I am also requesting that \$5,109.41 be placed in the New Equipment line item (213-631000) from the \$5,109.41 insurance payment on 12/4/2019 from Travelers for vehicle #7 accident repairs.

Thank you for your consideration.


William Seal
Chief of Police

**Minutes of February 18, 2020
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman Griffin and unanimously carried to accept the January 2020 Revenue/Expense report, as submitted.

Based on the recommendation of City Engineer David Ball, Alderman Robertson made motion seconded by Alderman Parker and unanimously carried to approve the following Final Acceptance – Lovers Lane Drainage Improvements; Lagniappe Construction:

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

February 14, 2020

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

**RE: Final Acceptance - Lagniappe Construction
Lovers Lane Drainage Improvements**

Ladies and Gentlemen:

This is to advise and certify that the above-referenced project has now been satisfactorily completed in substantial conformance with the project plans and specifications. We therefore now recommend final settlement with the contractor, in accordance with the following enclosed documents:

1. Consent of Surety to Final Payment
2. Change Order 4 (Final/Summary)
3. Pay Estimate Number 10 Final and Contractor's Affidavit of Debts and Claims

As indicated, these documents include the Final Change Order for the work, which adjusts contract quantities to the final quantities of work performed. This change order results in a deduction of \$52,673.87, making the total contract amount \$535,430.13; and also includes an adjustment of the contract time by 95 calendar days for delays encountered by the Contractor due to 3rd party utility conflicts. Our recommendation of final acceptance of the work by the Contractor also includes a recommendation of approval of this Final change order for the work.

Should you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

David Ball, P.E.

DB:1022
Attachment

Minutes of February 18, 2020
Mayor and Board of Aldermen

SURETEC INSURANCE COMPANY

CONSENT OF SURETY
TO FINAL PAYMENT

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

BOND NO.: 4425203

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

CONTRACT FOR:

PROJECT:
Lovers Lane Drainage Improvements

CONTRACT DATED:

PRINCIPAL: Lagniappe Construction Company, LLC
5056 A Ave.; Long Beach, MS 39560

At the request of the Obligee and the Principal indicated above, *(Insert name and address of Surety)*

SureTec Insurance Company
2103 CityWest Blvd., Ste. 1300
Houston, TX 77042

on bond of
Lagniappe Construction Company, LLC
5056 A Ave.; Long Beach, MS 39560

, SURETY,

, CONTRACTOR,
and conditioned on the representation by Obligee that all Contract provisions relating to the payment of final payment under the Contract have been satisfied by Principal as of the date of final payment, and that no claims by Obligee or any third party are known or believed by Obligee or its representatives to exist as of the date of final payment, representations as to the truth and accuracy of the foregoing conditions being deemed to have been made by Obligee in connection with this request for Consent of Surety, hereby approves of the final payment to the Principal, and agrees that final payment in accordance with the terms hereof shall not relieve the Surety of its obligations to City of Long Beach
P.O. Box 929; Long Beach, MS 39560

, OBLIGEE,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: February 4, 2020
(Insert in writing the month followed by the numeric date and year.)

SureTec Insurance Company


(Signature of authorized representative)

Attest:
(Seal):

Xenia Chavez, Attorney-in-Fact
(Printed name and title)

Minutes of February 18, 2020 Mayor and Board of Aldermen

POA #: 4425203

SureTec Insurance Company LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Xenia Chavez

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Lagniappe Construction Company, LLC
Obligee: City of Long Beach
Amount: \$ 529,637.80

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 6th day of April, A.D. 2017.



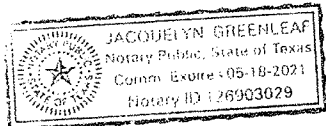
SURETEC INSURANCE COMPANY

By: [Signature]
John Knox, Jr., CEO

State of Texas
County of Harris

ss:

On this 6th day of April, A.D. 2017 before me personally came John Knox, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 4th day of February, 2020, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

Minutes of February 18, 2020 Mayor and Board of Aldermen

Change Order

No. 4 Summary

Date of issuance: 12/19/2019 Effective Date: 2/18/2020

Project: 311-640100-10010 Owner: City of Long Beach Owner's Contract No.: _____
 Contract: Lovers Lane Drainage Improvements Date of Contract: 2/14/2019
 Contractor: Lagniappe Construction Company, LLC Engineer's Project No.: 1022

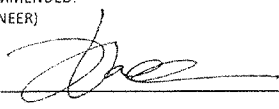
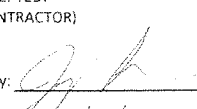
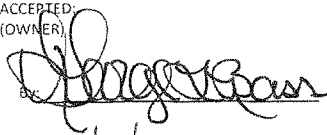
The Contract Documents are modified as follows upon execution of this Change Order:

Description:

1. Adjust quantities to conform to final field measurements.
2. This change order also includes an adjustment in Contract Time for delays encountered by the Contractor due to 3rd party utility conflicts and other delays outside of control.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$529,637.80</u>	Original Contract Times: <input type="checkbox"/> Working Days <u>120</u> Calendar days Substantial completion (days or date): <u>7/22/2019</u> Ready for final payment (days or date): _____
(Increase) in Contract Price from previous Change Orders No. <u>n/a</u> to No. <u>2</u> <u>\$58,466.20</u>	Change in Contract Time from previous Change Orders No. <u>n/a</u> to No. <u>2</u> Substantial completion (days or date): <u>19</u> Ready for final payment (days or date): _____
Contract Price prior to this Change Order: <u>\$588,104.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>8/10/2019</u> Ready for final payment (days or date): _____
(Decrease) in Contract Price due to this Change Order: <u>(\$52,673.87)</u>	(Increase) in Contract Time due to this Change Order: Substantial completion (days or date): <u>95</u> Ready for final payment (days or date): _____
Revised Contract Price incorporating this Change Order: <u>\$535,430.13</u>	Contract Times incorporating this Change Order: Substantial completion (days or date): <u>11/13/2019</u> Ready for final payment (days or date): _____

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By: 	By: 	By: 
Date: <u>2/14/2020</u>	Date: <u>2/19/20</u>	Date: <u>2/19/20</u>

Minutes of February 18, 2020 Mayor and Board of Aldermen

ATTACHMENT TO CHANGE ORDER NUMBER

4 Summary

PROJECT NO.

1022

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
BASE BID								
010-A	MOBILIZATION	1 L.S.	\$55,000.00	\$55,000.00		\$0.00	1.00	\$55,000.00
300-A	REMOVE EXISTING DRAINAGE PIPE (>15" DIA. OR EQUIV.)	1,000 L.F.	\$3.00	\$3,000.00	(295.00)	(\$885.00)	705.00	\$2,115.00
300-B	REMOVE EXISTING TREE (>6" DIA.)	5 EA.	\$1,500.00	\$7,500.00	(2)	(\$2,250.00)	3.50	\$5,250.00
301-A	ADJUST WATER MAIN (3" THRU 8" DIA.)	140 L.F.	\$94.17	\$13,183.80	(64.00)	(\$6,026.88)	76.00	\$7,156.92
310-C	8" DUCTILE IRON SEWER CONFLICT	2 EA.	\$572.00	\$1,144.00	(2)	(\$1,144.00)	0.00	\$0.00
310-C	24" RCP CULVERT	28 L.F.	\$68.00	\$1,904.00	(4.00)	(\$272.00)	24.00	\$1,632.00
310-D	36" RCP CULVERT	72 L.F.	\$101.00	\$7,272.00	(8.00)	(\$808.00)	64.00	\$6,464.00
310-E	48" RCP CULVERT	116 L.F.	\$125.00	\$14,500.00	24.00	\$3,000.00	140.00	\$17,500.00
310-F	24" HDPE CULVERT	359 L.F.	\$38.00	\$13,642.00	12.00	\$456.00	371.00	\$14,098.00
310-G	30" HDPE CULVERT	184 L.F.	\$49.00	\$9,016.00	(6.00)	(\$294.00)	178.00	\$8,722.00
310-H	36" HDPE CULVERT	268 L.F.	\$59.00	\$15,812.00	82.00	\$4,838.00	350.00	\$20,650.00
310-K	6'X4' BOX CULVERT	32 L.F.	\$485.00	\$15,520.00	0	\$0.00	32.00	\$15,520.00
320-B	CATCH BASIN, PEDESTAL TYPE (<36" CULVERT)	4 EA.	\$2,950.00	\$11,800.00	1	\$2,950.00	5.00	\$14,750.00
320-D	DOUBLE CATCH BASIN, PEDESTAL TYPE	1 EA.	\$4,200.00	\$4,200.00	0	\$0.00	1.00	\$4,200.00
320-E	CURB INLET (<36" CULVERT)	3 EA.	\$4,550.00	\$13,650.00	0	\$0.00	3.00	\$13,650.00
320-F	DOUBLE CURB INLET	3 EA.	\$5,500.00	\$16,500.00	0	\$0.00	3.00	\$16,500.00
320-G	CATCH BASIN #2650 (AT STA. 26+50)	1 EA.	\$5,000.00	\$5,000.00	0	\$0.00	1.00	\$5,000.00
320-H	CATCH BASIN #2688, PEDESTAL TYPE (AT STA. 26+88)	1 EA.	\$5,700.00	\$5,700.00	0	\$0.00	1.00	\$5,700.00
500-A	PIPE BEDDING / PIPE FOUNDATION MATERIAL	550 C.Y.	\$17.00	\$9,350.00	(800.29)	(\$8,504.93)	49.71	\$845.07
500-B	SELECT SANDY BACKFILL	750 C.Y.	\$13.00	\$9,750.00	(442.80)	(\$5,756.40)	307.20	\$3,993.60
500-C	GEOTEXTILE FABRIC	300 S.Y.	\$2.60	\$780.00	(165.00)	(\$429.00)	135.00	\$351.00
510-A	8" LIMESTONE ROAD BASE	660 S.Y.	\$20.00	\$13,200.00	(309.34)	(\$6,186.80)	350.66	\$7,013.20
510-B	HOT BITUMINOUS PAVEMENT (ST-12.5 mm MIX)	150 TON	\$130.00	\$19,500.00	16.68	\$2,168.40	166.68	\$21,668.40
510-C	CONCRETE DRIVE RESTORATION	230 S.Y.	\$42.00	\$9,660.00	(163.00)	(\$6,846.00)	67.00	\$2,814.00
510-D	SAWCUT JOINT	460 L.F.	\$4.85	\$2,231.00	(57.00)	(\$276.45)	403.00	\$1,954.55
510-E	VEGETATIVE COVER	1,500 S.Y.	\$2.00	\$3,000.00	(723.23)	(\$1,446.46)	776.77	\$1,553.54
510-F	CHAINLINK FENCE RESTORATION	80 L.F.	\$20.00	\$1,600.00	(7.00)	(\$140.00)	73.00	\$1,460.00
510-G	WOODEN FENCE RESTORATION	290 L.F.	\$15.00	\$4,350.00	5.50	\$82.50	295.50	\$4,432.50
510-H	SOLID SOD	50 S.Y.	\$4.25	\$212.50	(50.00)	(\$212.50)	0.00	\$0.00
510-I	EXCELSIOR BLANKET	50 S.Y.	\$2.50	\$125.00	(50.00)	(\$125.00)	0.00	\$0.00
510-J	MISCELLANEOUS RESTORATION (BASE BID)	1 L.S.	\$8,000.00	\$8,000.00	0	\$0.00	1.00	\$8,000.00
520-A	MAINTENANCE OF TRAFFIC (BASE BID)	1 L.S.	\$10,000.00	\$10,000.00	0	\$0.00	1.00	\$10,000.00
530-A	STORMWATER MANAGEMENT (BASE BID)	1 L.S.	\$15,000.00	\$15,000.00	0	\$0.00	1.00	\$15,000.00
CO1-1	INSTALL LINESTOP ON EXISTING FORCE MAIN	2 EA.	\$9,246.80	\$18,493.60	0	\$0.00	2.00	\$18,493.60
CO1-2	INSTALL GATE VALVE ON EXISTING FORCE MAIN	2 EA.	\$2,999.60	\$5,999.20	0	\$0.00	2.00	\$5,999.20
CO1-3	BYPASS & RELOCATE EXISTING FORCE MAIN	1 L.S.	\$16,208.40	\$16,208.40	0	\$0.00	1.00	\$16,208.40
CO2-1	CONFLICT BOX (3 AT&T LINES)	1 L.S.	\$7,700.00	\$7,700.00	(1)	(\$7,700.00)	0.00	\$0.00
CO3-1	REPAIR/SEAL EXISTING DRAIN. BOXES ON LOVERS LANE	1 L.S.	\$10,065.00	\$10,065.00	0	\$0.00	1.00	\$10,065.00
TOTAL BASE BID					\$379,568.50	(\$35,808.52)		\$343,759.98
ALT. BID 1								
300-A	REMOVE EXISTING DRAINAGE PIPE (>15" DIA. OR EQUIV.)	200 L.F.	\$3.00	\$600.00	(23.00)	(\$69.00)	177.00	\$531.00
301-A	ADJUST WATER MAIN (3" THRU 8" DIA.)	250 L.F.	\$94.17	\$23,542.50	(46.00)	(\$4,331.82)	204.00	\$19,210.68

EJCDC No. C-841 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
301-B	ADJUST WATER SERVICE	3 EA.	\$1,150.00	\$3,450.00	1	\$1,150.00	4.00	\$4,600.00
301-D	DUCTILE IRON SEWER SERVICE CONFLICT (<8" DIA.)	3 EA.	\$5,950.00	\$17,850.00	0	\$0.00	3.00	\$17,850.00
310-A	15" RCP CULVERT	32 L.F.	\$80.00	\$2,560.00	(32.00)	(\$2,560.00)	0.00	\$0.00
310-B	18" RCP CULVERT	24 L.F.	\$133.00	\$3,192.00	(24.00)	(\$3,192.00)	0.00	\$0.00
310-E	48" RCP CULVERT	504 L.F.	\$125.00	\$63,000.00	(144.00)	(\$17,760.00)	460.00	\$58,240.00
320-A	CATCH BASIN (>36" CULVERT)	1 EA.	\$5,500.00	\$5,500.00	0	\$0.00	1.00	\$5,500.00
320-C	CATCH BASIN, PEDESTAL TYPE (>36" CULVERT)	3 EA.	\$3,700.00	\$11,100.00	0	\$0.00	3.00	\$11,100.00
320-I	HEADWALL EXTENSION (AT STA. ~20+20)	1 EA.	\$8,600.00	\$8,600.00	0	\$0.00	1.00	\$8,600.00
500-A	PIPE BEDDING / PIPE FOUNDATION MATERIAL	130 C.Y.	\$17.00	\$2,210.00	(99.42)	(\$1,689.14)	60.58	\$1,029.86
500-B	SELECT SANDY BACKFILL	200 C.Y.	\$16.00	\$3,200.00	(140.68)	(\$2,250.88)	59.32	\$949.12
500-C	GEOTEXTILE FABRIC	160 S.Y.	\$2.60	\$416.00	(160.00)	(\$416.00)	0.00	\$0.00
510-C	CONCRETE DRIVE RESTORATION	125 S.Y.	\$42.00	\$5,250.00	(25.39)	(\$1,066.38)	99.61	\$4,183.62
510-D	SAWCUT JOINT	150 L.F.	\$4.85	\$727.50	(88.88)	(\$431.07)	61.12	\$296.43
510-E	VEGETATIVE COVER	850 S.Y.	\$2.00	\$1,700.00	(215.28)	(\$430.56)	634.72	\$1,269.44
510-H	SOLID SOD	50 S.Y.	\$4.25	\$212.50	(50.00)	(\$212.50)	0.00	\$0.00
510-I	EXCELSIOR BLANKET	50 S.Y.	\$2.50	\$125.00	(50.00)	(\$125.00)	0.00	\$0.00
510-K	MISCELLANEOUS RESTORATION (ALTERNATE BID 1)	1 L.S.	\$8,000.00	\$8,000.00	0	\$0.00	1.00	\$8,000.00
520-B	MAINTENANCE OF TRAFFIC (ALTERNATE BID 1)	1 L.S.	\$10,000.00	\$10,000.00	0	\$0.00	1.00	\$10,000.00
530-B	STORMWATER MANAGEMENT (ALTERNATE BID 1)	1 L.S.	\$8,000.00	\$8,000.00	0	\$0.00	1.00	\$8,000.00
TOTAL ALTERNATE BID 1				\$178,335.50	(\$16,865.35)			\$161,470.15
ALT. BID 2								
320-M	HEADWALL (AT STA. 29+08)	1 EA.	\$8,600.00	\$8,600.00	0	\$0.00	1.00	\$8,600.00
320-N	HEADWALL (AT STA. 39+05)	1 EA.	\$6,700.00	\$6,700.00	0	\$0.00	1.00	\$6,700.00
320-O	HEADWALL (AT STA. 39+23)	1 EA.	\$8,600.00	\$8,600.00	0	\$0.00	1.00	\$8,600.00
320-P	HEADWALL (AT STA. 40+55)	1 EA.	\$6,300.00	\$6,300.00	0	\$0.00	1.00	\$6,300.00
TOTAL ALTERNATE BID 2				\$30,200.00	\$0.00			\$30,200.00
TOTAL WORK COMPLETED				\$588,104.00	(\$52,673.87)			\$535,430.13

EJCDC No. C-841 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Minutes of February 18, 2020 Mayor and Board of Aldermen

APPLICATION FOR PAYMENT NO. 10 Final

TO: City of Long Beach [OWNER]
 Contract for: Lovers Lane Drainage Improvements Dated: 2/14/2019

OWNER'S Project No.: 311-640100-10010 ENGINEER'S Project No.: 1022
 For work accomplished through the date of: 11/13/2019

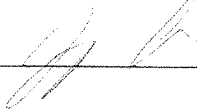
CURRENT CONTRACT AMOUNT: \$535,430.13

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$535,430.13
STORED MATERIALS					\$0.00
TOTAL	\$535,430.13				\$535,430.13
(Orig. Contract)	\$529,637.80				
CO #1	\$40,701.20				
CO #2	\$7,700.00				
CO #3	\$10,065.00				
CO #4	\$10,114.47				

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 535,430.13
_____	LESS 0% RETAINAGE	\$ 0.00
_____	AMOUNT DUE TO DATE	\$ 535,430.13
_____	LESS PREVIOUS PAYMENTS	\$ 507,955.68
_____	AMOUNT DUE THIS APPLICATION	\$ 27,474.45


CONTRACTOR'S Certification:
 The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 thru 10 Final inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated: 2-4, 2020

 Lagniappe Construction Company, LLC
 Vendor #7365
 CONTRACTOR
 By: 

ENGINEER'S Recommendation:
 This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 2-4, 2020

 Overstreet & Associates, PLLC
 ENGINEER
 By: 

Minutes of February 18, 2020 Mayor and Board of Aldermen

ATTACHMENT TO PAY ESTIMATE NO.

10 Final

PROJECT NO. 1022

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE	
BASE BID											
010-A	MOBILIZATION	1.00	L.S.	\$55,000.00	\$55,000.00	100%	\$55,000.00	0.0%	\$0.00	100%	\$55,000.00
300-A	REMOVE EXISTING DRAINAGE PIPE (>15" DIA. OR EQUIV.)	705.00	L.F.	\$3.00	\$2,115.00	705.00	\$2,115.00	0	\$0.00	705.00	\$2,115.00
300-B	REMOVE EXISTING TREE (>6" DIA.)	3.50	EA.	\$1,500.00	\$5,250.00	3.50	\$5,250.00	0	\$0.00	3.50	\$5,250.00
301-A	ADJUST WATER MAIN (3" THRU 8" DIA.)	76.00	L.F.	\$94.17	\$7,156.92	76.00	\$7,156.92	0	\$0.00	76.00	\$7,156.92
301-C	18" DUCTILE IRON SEWER CONFLICT	0.00	EA.	\$572.00	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00
310-C	24" RCP CULVERT	24.00	L.F.	\$68.00	\$1,632.00	24.00	\$1,632.00	0	\$0.00	24.00	\$1,632.00
310-D	36" RCP CULVERT	64.00	L.F.	\$101.00	\$6,464.00	64.00	\$6,464.00	0	\$0.00	64.00	\$6,464.00
310-E	48" RCP CULVERT	140.00	L.F.	\$125.00	\$17,500.00	140.00	\$17,500.00	0	\$0.00	140.00	\$17,500.00
310-F	24" HDPE CULVERT	371.00	L.F.	\$38.00	\$14,098.00	371.00	\$14,098.00	0	\$0.00	371.00	\$14,098.00
310-G	30" HDPE CULVERT	178.00	L.F.	\$58.00	\$10,324.00	178.00	\$10,324.00	0	\$0.00	178.00	\$10,324.00
310-H	30" HDPE CULVERT	350.00	L.F.	\$58.00	\$20,300.00	350.00	\$20,300.00	0	\$0.00	350.00	\$20,300.00
310-K	18" RCP BOX CULVERT	32.00	L.F.	\$485.00	\$15,520.00	32.00	\$15,520.00	0	\$0.00	32.00	\$15,520.00
320-B	CATCH BASIN, PEDESTAL TYPE (<36" CULVERT)	5.00	EA.	\$2,990.00	\$14,950.00	5.00	\$14,950.00	0	\$0.00	5.00	\$14,950.00
320-D	DOUBLE CATCH BASIN, PEDESTAL TYPE	1.00	EA.	\$4,200.00	\$4,200.00	1.00	\$4,200.00	0	\$0.00	1.00	\$4,200.00
320-E	CURB INLET (<36" CULVERT)	3.00	EA.	\$4,550.00	\$13,650.00	3.00	\$13,650.00	0	\$0.00	3.00	\$13,650.00
320-F	DOUBLE CURB INLET	3.00	EA.	\$5,500.00	\$16,500.00	3.00	\$16,500.00	0	\$0.00	3.00	\$16,500.00
320-G	CATCH BASIN #2650 (AT STA. 26+50)	1.00	EA.	\$5,000.00	\$5,000.00	1.00	\$5,000.00	0	\$0.00	1.00	\$5,000.00
320-H	CATCH BASIN #2688, PEDESTAL TYPE (AT STA. 26+88)	1.00	EA.	\$5,700.00	\$5,700.00	1.00	\$5,700.00	0	\$0.00	1.00	\$5,700.00
500-A	PIPE BEDDING / PIPE FOUNDATION MATERIAL	49.71	C.Y.	\$17.00	\$845.07	49.71	\$845.07	0	\$0.00	49.71	\$845.07
500-B	SELECT SANDY BACKFILL	307.20	C.Y.	\$13.00	\$3,993.60	307.20	\$3,993.60	0	\$0.00	307.20	\$3,993.60
500-C	GEOTEXTILE FABRIC	135.00	S.Y.	\$2.60	\$351.00	135.00	\$351.00	0	\$0.00	135.00	\$351.00
510-A	18" LIMESTONE ROAD BASE	350.66	S.Y.	\$20.00	\$7,013.20	350.66	\$7,013.20	0.00	\$0.00	350.66	\$7,013.20
510-B	HOT BITUMINOUS PAVEMENT (ST-12.5 mm MIX)	166.68	TON	\$130.00	\$21,668.40	166.68	\$21,668.40	0	\$0.00	166.68	\$21,668.40
510-C	CONCRETE DRIVE RESTORATION	67.00	S.Y.	\$42.00	\$2,814.00	67.00	\$2,814.00	0	\$0.00	67.00	\$2,814.00
510-D	SAWCUT JOINT	403.00	L.F.	\$4.85	\$1,954.55	403.00	\$1,954.55	0	\$0.00	403.00	\$1,954.55
510-E	VEGETATIVE COVER	776.77	S.Y.	\$2.00	\$1,553.54	406.80	\$813.60	369.97	\$739.94	776.77	\$1,553.54
510-F	CHAINLINK FENCE RESTORATION	73.00	L.F.	\$20.00	\$1,460.00	73.00	\$1,460.00	0	\$0.00	73.00	\$1,460.00
510-G	WOODEN FENCE RESTORATION	295.50	L.F.	\$15.00	\$4,432.50	295.50	\$4,432.50	0	\$0.00	295.50	\$4,432.50
510-H	SOLID SOD	0.00	S.Y.	\$4.25	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00
510-I	EXCELSIOR BLANKET	0.00	S.Y.	\$2.50	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00
510-J	MISCELLANEOUS RESTORATION (BASE BID)	1.00	L.S.	\$8,000.00	\$8,000.00	100%	\$8,000.00	0%	\$0.00	100%	\$8,000.00
520-A	MAINTENANCE OF TRAFFIC (BASE BID)	1.00	L.S.	\$10,000.00	\$10,000.00	100%	\$10,000.00	0%	\$0.00	100%	\$10,000.00
530-A	STORMWATER MANAGEMENT (BASE BID)	1.00	L.S.	\$15,000.00	\$15,000.00	100%	\$15,000.00	0%	\$0.00	100%	\$15,000.00
G01-1	INSTALL LINESTOP ON EXISTING FORCE MAIN	2.00	EA.	\$9,246.80	\$18,493.60	2.00	\$18,493.60	0	\$0.00	2.00	\$18,493.60
G01-2	INSTALL GATE VALVE ON EXISTING FORCE MAIN	2.00	EA.	\$2,999.60	\$5,999.20	2.00	\$5,999.20	0	\$0.00	2.00	\$5,999.20
G01-3	BYPASS & RELOCATE EXISTING FORCE MAIN	1.00	L.S.	\$16,208.40	\$16,208.40	1.00	\$16,208.40	0	\$0.00	1.00	\$16,208.40
G02-1	CONFLICT BOX (3 AT&T LINES)	0.00	L.S.	\$7,700.00	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00
G03-1	REPAIR/SEAL EXISTING DRAIN, BOXES ON LOWERS LANE	1.00	L.S.	\$10,065.00	\$10,065.00	1.00	\$10,065.00	0	\$0.00	1.00	\$10,065.00
TOTAL BASE BID					\$343,759.98		\$343,020.04		\$739.94		\$343,759.98
ALT. BID 1											
300-A	REMOVE EXISTING DRAINAGE PIPE (>15" DIA. OR EQUIV.)	177.00	L.F.	\$3.00	\$531.00	177.00	\$531.00	0	\$0.00	177.00	\$531.00
301-A	ADJUST WATER MAIN (3" THRU 8" DIA.)	204.00	L.F.	\$94.17	\$19,210.68	204.00	\$19,210.68	0	\$0.00	204.00	\$19,210.68
301-B	ADJUST WATER SERVICE	4.00	EA.	\$1,150.00	\$4,600.00	4.00	\$4,600.00	0	\$0.00	4.00	\$4,600.00
301-D	DUCTILE IRON SEWER SERVICE CONFLICT (<8" DIA.)	3.00	EA.	\$5,650.00	\$16,950.00	3.00	\$16,950.00	0	\$0.00	3.00	\$16,950.00
310-A	15" RCP CULVERT	0.00	L.F.	\$80.00	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00
310-B	18" RCP CULVERT	0.00	L.F.	\$133.00	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00
310-E	48" RCP CULVERT	490.00	L.F.	\$125.00	\$61,250.00	490.00	\$61,250.00	0	\$0.00	490.00	\$61,250.00

ATTACHMENT TO PAY ESTIMATE NO.

10 Final

PROJECT NO. 1022

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE	
320-A	CATCH BASIN (>36" CULVERT)	1.00	EA.	\$5,500.00	\$5,500.00	1.00	\$5,500.00	0	\$0.00	1.00	\$5,500.00
320-C	CATCH BASIN, PEDESTAL TYPE (>36" CULVERT)	3.00	EA.	\$3,700.00	\$11,100.00	3.00	\$11,100.00	0	\$0.00	3.00	\$11,100.00
320-I	HEADWALL EXTENSION (AT STA. ~20+20)	1.00	EA.	\$8,600.00	\$8,600.00	1.00	\$8,600.00	0	\$0.00	1.00	\$8,600.00
500-A	PIPE BEDDING / PIPE FOUNDATION MATERIAL	60.58	C.Y.	\$17.00	\$1,029.86	60.58	\$1,029.86	0	\$0.00	60.58	\$1,029.86
500-B	SELECT SANDY BACKFILL	58.32	C.Y.	\$16.00	\$949.12	58.32	\$949.12	0	\$0.00	58.32	\$949.12
500-C	GEOTEXTILE FABRIC	0.00	S.Y.	\$2.60	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00
510-C	CONCRETE DRIVE RESTORATION	99.61	S.Y.	\$42.00	\$4,183.62	99.61	\$4,183.62	0	\$0.00	99.61	\$4,183.62
510-D	SAWCUT JOINT	61.12	L.F.	\$4.85	\$296.43	61.12	\$296.43	0	\$0.00	61.12	\$296.43
510-E	VEGETATIVE COVER	634.72	S.Y.	\$2.00	\$1,269.44	634.72	\$1,269.44	0	\$0.00	634.72	\$1,269.44
510-H	SOLID SOD	0.00	S.Y.	\$4.25	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00
510-I	EXCELSIOR BLANKET	0.00	S.Y.	\$2.50	\$0.00	0.00	\$0.00	0	\$0.00	0.00	\$0.00
510-K	MISCELLANEOUS RESTORATION (ALTERNATE BID 1)	1.00	L.S.	\$8,000.00	\$8,000.00	100%	\$8,000.00	0%	\$0.00	100%	\$8,000.00
520-B	MAINTENANCE OF TRAFFIC (ALTERNATE BID 1)	1.00	L.S.	\$10,000.00	\$10,000.00	100%	\$10,000.00	0%	\$0.00	100%	\$10,000.00
530-B	STORMWATER MANAGEMENT (ALTERNATE BID 1)	1.00	L.S.	\$8,000.00	\$8,000.00	100%	\$8,000.00	0%	\$0.00	100%	\$8,000.00
TOTAL ALTERNATE BID 1					\$161,470.15		\$161,470.15		\$0.00		\$161,470.15
ALT. BID 2											
320-M	HEADWALL (AT STA. 29+08)	1.00	EA.	\$8,600.00	\$8,600.00	1.00	\$8,600.00	0	\$0.00	1.00	\$8,600.00
320-N	HEADWALL (AT STA. 39+05)	1.00	EA.	\$6,700.00	\$6,700.00	1.00	\$6,700.00	0	\$0.00	1.00	\$6,700.00
320-O	HEADWALL (AT STA. 39+23)	1.00	EA.	\$8,600.00	\$8,600.00	1.00	\$8,600.00	0	\$0.00	1.00	\$8,600.00
320-P	HEADWALL (AT STA. 40+55)	1.00	EA.	\$6,300.00	\$6,300.00	1.00	\$6,300.00	0	\$0.00	1.00	\$6,300.00
TOTAL ALTERNATE BID 2					\$30,200.00		\$30,200.00		\$0.00		\$30,200.00
TOTAL WORK COMPLETED					\$535,430.13		\$534,690.19		\$739.94		\$535,430.13

Minutes of February 18, 2020
Mayor and Board of Aldermen

CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF DEBTS AND CLAIMS
AND WAIVER OF LIENS

TO: (Owner) City of Long Beach ENGINEER'S PROJECT NO. #1022
CONTRACT FOR: Entire Project
CONTRACT DATE:

PROJECT: Lovers Lane Drainage Improvements

State of: _____
County of: _____

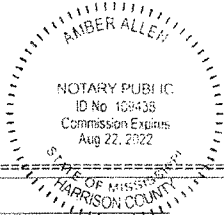
The undersigned, pursuant to Article 14 of the General Conditions, hereby certifies that he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might be held responsible.

CONTRACTOR: *Logriappa Construction Company, LLC*
(Address) *5056 A Avenue*
Long Beach, MS 39560

BY: _____

Subscribed and sworn to before me this 3rd day of Feb, 2020

Notary Public *Amber Allen*
My Commission Expires: *Aug 22, 2022*



SGC - 6 / 9

There came on for discussion a derelict property located at 106 Beachview Circle, assessed to Bob's Contracting Services Kenyon Homes, Inc., whereupon Alderman Robertson made motion seconded by Alderman Frazer and unanimously carried to schedule a public hearing, Tuesday, March 17, 2020, at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not this property situated in the City of Long Beach is in such a state of uncleanness as to constitute a menace to the public health and safety of the community.

Minutes of February 18, 2020
Mayor and Board of Aldermen

The Mayor recognized the City Attorney for his report, whereupon he apprised the Board that he had been working with the Building Official's Office on amending the City's flood plain ordinance and would be bringing an amended version to the next meeting. He also informed the Board that the review for codifying the City's ordinances was complete, and he hoped to have this ready for the next meeting as well.

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

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Ronald Robertson, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Kelly Griffin, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Mark E. Lishen, Ward 5

Alderman Patricia Bennett, Ward 6

Date

ATTEST:

Kini Gonsoulin, Deputy City Clerk