

Minutes of September 7, 2021
Mayor and Board of Aldermen

MUNICIPAL DOCKET
REGULAR MEETING OF SEPTEMBER 7, 2021
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. PUBLIC HEARINGS
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
 - 1. National Domestic Violence Month Awareness Month
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET
- VII. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. August 17, 2021 Regular
 - b. August 17, 2021 Executive Session
 - c. August 29, 2021 Special
 - 2. PLANNING & DEVELOPMENT COMMISSION
 - a. August 26, 2021 Regular
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 090721
- IX. UNFINISHED BUSINESS
 - 1. Contract – Cemetery Improvements
- X. NEW BUSINESS
 - 1. Special Event Application – Gulf Coast Marathon
 - 2. Special Event Application – Long Beach PD; Night Out Against Crime
 - 3. Fiscal Year 2022 Holiday Schedule
 - 4. Employee Benefit Package Renewal Fiscal Year 2022
 - 5. Memorandum of Agreement – MDOT; Klondyke Road Signals
 - 6. Memorandum of Agreement – MDOT; Sign Repairs Various Routes
 - 7. Building Permit Fee Increase Recommendation
 - 8. Hurricane Ida Assistance Overtime Fire & Police
 - 9. Resolution – Use of Radar of Highway 90
 - 10. Resolution – Adopting Municipal Budget Fiscal Year 2022
 - 11. Resolution – Setting Millage Rate Fiscal Year 2022
 - 12. Reconsideration of Drainage Decision at 604 Saratoga; Jill Cibene
 - 13. Discussion – Intersection of Beatline Rd & Pineville Rd; Alderman Brown
 - 14. Discussion – Economic Development Advisory Council; Alderman Johnson
- XI. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - a. Job Title Change
 - 2. PERSONNEL
 - a. Fire Dept –Step Increase (11)
 - b. Library – Part-Time New Hire (1)
 - 3. CITY CLERK
 - 4. FIRE DEPARTMENT
 - 5. POLICE DEPARTMENT
 - 6. ENGINEERING
 - a. Contract – Senior Center Generator; DNP, Inc.
 - b. Advertisement Authorization – City Hall HVAC Repairs
 - 7. PUBLIC WORKS
 - a. Award Bid – Dump Truck; Empire Truck Sales
 - 8. RECREATION
 - 9. BUILDING OFFICE
 - 10. HARBOR
 - 11. DERELICT PROPERTIES
- XII. REPORT FROM CITY ATTORNEY
- XIII. ADJOURN (OR) RECESS

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 first Tuesday in September, 2021, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

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

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

It was noted that the Proclamation for National Domestic Violence Awareness Month was on the agenda in error.

It was the consensus of the Board to move item #4 Employee Benefit Package Renewal Fiscal Year 2022 to the first item under New Business.

Alderman McGoey made motion seconded by Alderman Brown and unanimously carried to approve the following minutes of the Mayor and Board of Aldermen, as submitted:

- August 17, 2021 Regular
- August 17, 2021 Executive Session
- August 29, 2021 Special

Alderman Parker made motion seconded by Alderman Brown to approve the Regular minutes of the Planning & Development Commission dated August 26, 2021. After discussion, Alderman Brown offered a substitute motion seconded by Alderman Parker and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated August 26, 2021 with the exception of items #3. Variance – 149 Markham Dr. under III. Public Hearings and #2. Certificate of Re Subdivision – 149 Markham Dr. under VII. New Business due to conflicting recommendations from the Commission.

Alderman Parker made motion seconded by Alderman Brown to approve payment of invoices listed in Docket of Claims number 090721. After discussion, Alderman Bennett made motion seconded by Alderman Brown and unanimously carried to approve payment of invoices listed in Docket of Claims number 090721 with

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the exception of invoice #0089530 for Pickering Firm, Inc. in the amount of \$49,095.34. It was the consensus of the Board to move payment of this invoice to the next meeting on September 21, 2021 to allow for better explanation of costs.

It came on for discussion Contract – Cemetery Improvements, whereupon Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following contract with Overstreet & Associates, and authorize the Mayor to execute same:

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



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

August 13, 2021

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

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

Ladies and Gentlemen:

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

Sincerely,

David Ball, P.E.

DB:539
Attachment

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

CEMETERY IMPROVEMENTS – PHASE 1

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

A. SCOPE


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

B. BASIS OF COMPENSATION & TIME OF COMPLETION

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

OWNER:

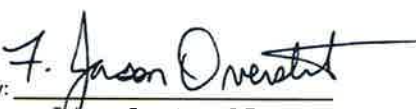
CITY OF LONG BEACH, MISSISSIPPI

By: 
 George Bass
 Mayor

Date Signed: 9/7/21

ENGINEER:

OVERSTREET & ASSOCIATES, PLLC.

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

Date Signed: 8/13/2021

**Minutes of September 7, 2021
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Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to approve the following recommendation from the Insurance Committee regarding Employee Benefits for Fiscal Year 2022:

City of Long Beach



August 16, 2021

RE: Employee Insurance Benefit Package FY 21/22

Dear Mayor and Board of Aldermen,

After careful consideration, meetings, and discussion with representatives of Brown and Brown Insurance, the insurance committee respectfully recommends the City of Long Beach continue our employee medical benefit insurance with Blue Cross Blue Shield of MS, life/vision/dental with Principal, and Gap plan with Transamerica.

We further recommend our continued voluntary participation with American Heritage Insurance Company and Life of Alabama, continuing to designate Charles Lowe as the Agent of Record for the Section 125 Cafeteria Plan.

The aforesaid recommendations are within our departmental budgets for the Fiscal Year 2021/2022.

Thanking you in advance for your consideration in this matter.

Sincerely,

Chief Griff Skellie
Insurance Committee Chairman

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

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Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to approve the following Special Event Application from the Mississippi Gulf Coast Marathon, LLC:

December 12, 2021
Sunday
7:00 AM - 9:00 AM
MGC Marathon
Hwy 90

**CITY OF LONG BEACH
SPECIAL EVENT APPLICATION**

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

Date Received By Clerk's Office: 8/17 Time: _____ By: CS

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

Sponsoring Organization's Legal Name: Mississippi Gulf Coast Marathon, LLC

Organization Address: 2012 Stuart Ave, Baton Rouge, LA 70808

Organization Agent: Jonathan Dizuba Title: Managing Partner

Phone: 225.636.1644 Home 225.636.1644 Cell 225.636.1644 During Event

Agent's Address: 2012 Stuart Ave, Baton Rouge, LA 70808

Agent's E-Mail Address: juba@freshjunkie.com

Event Name: Mississippi Gulf Coast Marathon

Please give a brief description of the proposed special event:

Running race that starts in Henderson Point, runs along Hwy 90 and finishes in MGM park in Biloxi, MS.

Event Day (s) & Date (s): 12/12/2021 Event Time (s): 7:00am

Set-Up Date & Time: 12/12/2021 5:00am Tear-Down Date & Time: 12/12/2021 9:00am

Event Location: Henderson Point, Scenic Hwy 90

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

How many years has this event occurred? 5 years

ADOPTED: 08.18.20-BOARD ACTION

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

STREET CLOSURES: Start Date/Time: 12/12/2021 6:45am Through Date/Time: 12/12/2021 8:30am

RESERVED PARKING: Are you requesting reserved parking? YES **NO**

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

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

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

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

If yes, what time? _____ Until _____

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

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

ATTENDANCE: What is expected (estimated) attendance for this event? 800

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

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

RESTROOMS: Are you planning to provide portable restrooms at the event? **YES** **NO**

If yes, how many? 12

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

ADOPTED: 08.18.20-BOARD ACTION

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

Police Department assistance for Hwy 90 traffic control in the morning

INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$1,000,000 (1 million). An event sponsor must provide a valid certificate of insurance naming the City of Long Beach as an additional insured party on the policy. A sponsor of a Low Hazard event may request the Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

Forthcoming

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

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

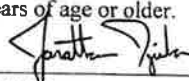
All food vendors must be approved by the Harrison County Health Department, and each food or other vendor must provide the City of Long Beach with a Certificate of Insurance, which names the City of Long Beach as an additional named insured party on the policy.

The approval of this Special Event may include additional requirements or limitations, based on the City's review of this application.

Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

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

8/16/2021



Date

Signature of Sponsoring Organization's Agent

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

ADOPTED: 08.18.20-BOARD ACTION

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Event Title: Mississippi Gulf Coast Marathon 12/12/21 7-9 AM

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

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

Police Dept: [Signature] Recommended Approval: (YES) NO Est. Economic Impact: \$ [Signature]

Fire Dept: [Signature] Recommended Approval: (YES) NO Est. Economic Impact: \$ [Signature]

Public Works: [Signature] Recommended Approval: (YES) NO Est. Economic Impact: \$ [Signature]

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

Parks/Rec: [Signature] Recommended Approval: (YES) NO Est. Economic Impact: \$ [Signature]

HARBOR Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

ADOPTED: 08.18.20-BOARD ACTION

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Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Special Event Application for the Long Beach Police Department's Night Out Against Crime:

**CITY OF LONG BEACH
SPECIAL EVENT APPLICATION**

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

Date Received By Clerk's Office: 8/12/21 Time: _____ By: CS

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

Sponsoring Organization's Legal Name: Long Beach Police Dept.

Organization Address: PO Box 929

Organization Agent: William Seal Title: Chief of Police

Phone: 865-1981 Home _____ Cell 363-2834 During Event

Agent's Address: 201 Alexander Rd, Long Beach, MS 39560

Agent's E-Mail Address: chief@cityoflongbeach.ms.com

Event Name: Annual Night Out Against Crime

Please give a brief description of the proposed special event:

Free to the public. Various agencies, organizations + businesses setting up booths/displays

Event Day (s) & Date (s): Saturday, 10/23/21 Event Time (s): 5:00 - 7:00 pm

Set-Up Date & Time: 4:00 pm 10/23 Tear-Down Date & Time: 7:00 pm 10/23

Event Location: Long Beach Town Green

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

How many years has this event occurred? _____

ADOPTED: 08.18.20-BOARD ACTION

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

STREET CLOSURES: Start Date/Time: n/a Through Date/Time: _____

RESERVED PARKING: Are you requesting reserved parking? YES **NO**

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

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

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

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

If yes, what time? _____ Until _____

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

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

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

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

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

RESTROOMS: Are you planning to provide portable restrooms at the event? YES **NO**

If yes, how many?

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

ADOPTED: 08.18.20-BOARD ACTION

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

INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$1,000,000 (1 million). An event sponsor must provide a valid certificate of insurance naming the City of Long Beach as an additional insured party on the policy. A sponsor of a Low Hazard event may request the Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

City Insurance

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

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

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

The approval of this Special Event may include additional requirements or limitations, based on the City's review of this application.

Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

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

8/12/21
Date

[Signature]
Signature of Sponsoring Organization's Agent

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

ADOPTED: 08.18.20-BOARD ACTION

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Event Title: Night Out Against Crime, 10/23/21 5:00 - 7:00 pm

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

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

Police Dept: ML Recommended Approval: YES NO Est. Economic Impact: \$ 0

Fire Dept: JS Recommended Approval: YES NO Est. Economic Impact: \$ 0

Public Works: J Recommended Approval: YES NO Est. Economic Impact: \$ 0

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

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

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

ADOPTED: 08.18.20-BOARD ACTION

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October 23, 2021
Saturday
Night out against
Crime
5:00pm - 7:00pm.
Town Green

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

Group / Individual Name (Permit tee):

Long Beach Police Department

Telephone Number: 228-865-1981

Street Address: 201 Alexander Rd

City: Long Beach State: MS Zip: 39560

Type of Event: Night Out Against Crime

Start Time: 5:00 pm

Closing Time: 7:00 pm

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on

Oct 23, 2021
(Date)
Saturday, Town Green

The person(s) requesting this permit

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

Signature: [Signature] Date: 8/12/21

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

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Mayor and Board of Aldermen

STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNTTY

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

WHEREFORE, PREMISES CONSIDERED:

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

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

This, the 13th day of August, 20 21.

Authorized Signature _____

Witness _____

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LONG BEACH TOWN GREEN RULES AND REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

Initial 

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FEES:

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

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

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

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

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

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

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

Initial 

Minutes of September 7, 2021 Mayor and Board of Aldermen

Alderman Johnson made motion seconded by Alderman Parker and unanimously carried to approve the following Holiday Schedule for Fiscal Year 2022:

<u>HOLIDAY SCHEDULE *</u>	
<u>2021</u>	
Thursday, November 11 th	Closed-Veteran's Day
Wednesday, November 24 th	Close Noon (<u>ALL</u> administrative employees taking off at noon <u>MUST</u> utilize leave or remain at work for their normal workday)
Thursday, November 25 th	Closed-Thanksgiving Holidays
Friday, November 26 th	Closed-Thanksgiving Holidays
Friday, December 24 th	Closed-Christmas Holidays
Monday, December 27 th	Closed-Christmas Holidays
Friday, December 31 st	Close Noon (<u>ALL</u> administrative employees taking off at noon <u>MUST</u> utilize leave or remain at work for their normal workday)
<u>2022</u>	
Monday, January 3 rd	Closed-New Year's Holiday
Monday, January 17 th	Closed-Martin Luther King's and Robert E. Lee's Birthday
Monday, February 21 st	Closed-President's Day
Monday, April 25 th	Closed-Confederate Memorial Day
Monday, May 30 th	Closed-Memorial Day
Monday, July 4 th	Closed-Independence Day
Monday, September 5 th	Closed-Labor Day
Friday, November 11 th	Closed-Veteran's Day
Wednesday, November 23 rd	Close Noon (<u>ALL</u> administrative employees taking off at noon <u>MUST</u> utilize leave or remain at work for their normal workday)
Thursday, November 24 th	Closed-Thanksgiving Holidays
Friday, November 25 th	Closed-Thanksgiving Holidays
Friday, December 23 rd	Closed-Christmas Holidays
Monday, December 26 th	Closed-Christmas Holidays
Friday, December 30 th	Close Noon (<u>ALL</u> administrative employees taking off at noon <u>MUST</u> utilize leave or remain at work for their normal workday)
<u>2023</u>	
Monday, January 2 nd	Closed-New Year's Holiday

HOLIDAYS ARE SUBJECT TO CHANGE IN ACCORDANCE WITH GOVERNOR'S PROCLAMATION

MBOA 09/07/2021

**Minutes of September 7, 2021
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman Parker and unanimously carried to approve the following Memorandum of Agreement with Mississippi Department of Transportation for the Klondyke Road Signal Repairs, and authorize the Mayor to execute same:

ER-9082-00(004)LPA / 108767-701000
Klondyke Road Signal Repairs
City of Long Beach

Rev. 7-07-20

Memorandum of Agreement

ER-9082-00(004)LPA / 108767-701000
Klondyke Road Signal Repairs
Long Beach, Mississippi

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

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

WHEREAS, the LPA intends to develop and construct Klondyke Road Signal Repairs; (hereinafter referred to as the "Project"), and the Commission intends to allow the LPA access to available federal funds and manage the Project under the terms and provisions of this Memorandum of Agreement; and

WHEREAS, a Detailed Damage Inspection Report was developed by the parties along with a cost estimate, for purpose of obtaining emergency funding, said amount being that which would be required to return the project area to pre-disaster conditions. The cost estimate will serve as the amount of project cost for which federal funding is being sought; and

WHEREAS, if the project construction is completed within 180 days of the disaster event, then the LPA will be eligible for 100% federal reimbursement, and if the Project extends beyond 180 days of the disaster event, the amount of federal reimbursement will be 80% of eligible costs, with the remaining costs being the responsibility of the LPA, as more particularly set forth herein; and

WHEREAS, the LPA will be responsible for all Project costs over and above the maximum amount of federal funds allocated to the Project by the Commission, and the MDOT requires the LPA to provide the local share (local match) previously stated; and

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

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

Minutes of September 7, 2021 Mayor and Board of Aldermen

ER-9082-00(004)LPA / 108767-701000
Klondyke Road Signal Repairs
City of Long Beach

Rev. 7-07-20

ARTICLE I. DUTIES AND RESPONSIBILITIES

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

1. The LPA shall immediately designate a full time employee of the LPA as the Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT District LPA Engineer.

2. The LPA shall promptly follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including, but not limited to, project activation, reporting requirements for federal awards (including the single audit), consultant selection, necessary permits, environmental process, preliminary design, right-of-way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out activities.

3. The LPA shall submit to MDOT four (4) complete sets of as-built plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. The LPA shall be responsible for all maintenance and operation of the Project during and after completion so that the federal investment in the Project is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of federal funds through all available legal actions.

5. The LPA shall follow and abide by any and all federal requirements, specifically, but not limited to, the provisions that no retainage shall be withheld from installment payments to the construction contractor.

6. The LPA agrees that if any act or omission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. In compliance with State Law, the LPA shall pay all payments owed to Contractors and Consultants according to the terms of the contract, and in all instances payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold reimbursement until adequate proof of payment has been produced by the LPA.

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

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

Minutes of September 7, 2021 Mayor and Board of Aldermen

ER-9082-00(004) LPA / 108767-701000
Klondyke Road Signal Repairs
City of Long Beach

Rev. 7-07-20

9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the Commission, the Department of Employment Security, the Department of Revenue, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208, Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for the Project including press releases, materials for groundbreaking, ribbon cuttings or other public events and any other public information or media resources by notifying the MDOT Public Affairs Division, via telephone at 601-359-7074 or by electronic mail at comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

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

When appropriate, an invitation should be extended to MDOT Public Affairs for the Transportation Commissioner, MDOT Executive Director or other designee to speak at any official public ceremony for this Project.

11. The LPA agrees that if the Project is not kept upon a schedule that meets MDOT guidelines, then the funds allocated to the Project may be rescinded. If the Project funds are rescinded, then the LPA may be required to refund any amounts paid unto the LPA by MDOT. The MDOT guidelines are derived from Title 23, United States Code, Section 102(b) and Title 23, Code of Federal Regulations, Part 630.112(c)(2).

12. The LPA will be required to submit to the District LPA Engineer monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work that has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule that will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this Project, shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

Minutes of September 7, 2021 Mayor and Board of Aldermen

ER-9082-00(004)I.PA / 108767-701000
Klondyke Road Signal Repairs
City of Long Beach

Rev. 7-07-20

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

16. The LPA agrees that it will require that any engineering plans prepared for the construction of the Project be signed and sealed by the professional engineer responsible for preparation of the plans. This requirement applies to the engineer assigned to the Project by a consulting engineering firm under contract to the LPA, or to an engineer that is a full-time, or part-time employee of the LPA. Further, the LPA agrees that it is solely responsible for errors and omissions that occur during Project development or during construction, regardless of any review or oversight activity on the part of MTC/MDOT.

17. The LPA agrees that once construction of the Project has commenced, the LPA is responsible for the Project being completed according to the plans and specifications, addenda or supplemental agreement as amended. The LPA acknowledges and agrees that this responsibility continues after the federal funds provided through MDOT are exhausted.

B. THE COMMISSION WILL:

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

Minutes of September 7, 2021

Mayor and Board of Aldermen

ER-9082-00(004)LPA / 108767-701000
Klondyke Road Signal Repairs
City of Long Beach

Rev. 7-07-20

ARTICLE II. GENERAL PROVISIONS

- A. The Commission shall have the right to audit all accounts associated with the Project, and should there be any overpayment by the Commission to the LPA, the LPA agrees to refund any such overpayment within thirty (30) days of written notification. Should the LPA fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.
- B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA, shall not, however, cancel any contract made by the LPA that is to further the purpose of this agreement and that is underway at the time of termination. Any construction contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total, legal and financial responsibility for any such contract. Additionally, funds may be suspended or terminated under the provisions of Section F of this Article.
- C. It is understood that this is a Memorandum of Agreement and that more specific requirements for the development and construction of the transportation improvement Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.
- D. Should the LPA miss the obligation deadline set in this MOA, the Commission reserves the right to refuse to obligate funds for the Project.
- E. The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the Standard Specifications for Road and Bridge Construction, latest edition, or the latest online LPA Project Development Manual.
- F. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the Project and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five day period.
- G. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the Project, then MDOT time may be charged to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

Minutes of September 7, 2021 Mayor and Board of Aldermen

ER-9082-00(004)LPA / 108767-701000
Klondyke Road Signal Repairs
City of Long Beach

Rev. 7-07-20

ARTICLE III. NOTICE & DESIGNATED AGENTS

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

For Contractual Administrative Matters:

<p>COMMISSION: Executive Director MDOT P.O. Box 1850 Jackson, MS 39215-1850 Phone: (601) 359-7002 Fax: (601) 359-7110</p>	<p>LPA: George Bass, Mayor City of Long Beach P.O. Box 929 Long Beach, MS 39560 Phone: (228) 863-1556 Fax: (228) 865-0822</p>
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For Technical Matters:

<p>COMMISSION: David Seyfarth District LPA Coordinator – District 6 MDOT 16499-B Hwy 49 Saucier, MS 39574 Phone: (228) 832-0682 Fax: (228) 831-0681</p>	<p>LPA: Kini Gonsoulin Comptroller City of Long Beach P.O. Box 929 Long Beach, MS 39560 Phone: (228) 863-1556 Fax: (228) 865-0822</p>
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B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the Commission is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the Commission, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The Commission executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the Commission and the LPA shall be directed to the designated agent shown above in Article III.

Minutes of September 7, 2021 Mayor and Board of Aldermen

ER-9082-00(004)LPA / 108767-701000
Klondyke Road Signal Repairs
City of Long Beach

Rev. 7-07-20

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

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

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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Minutes of September 7, 2021
Mayor and Board of Aldermen

ER-9082-00(004)LPA / 108767-701000
Klondykc Road Signal Repairs
City of Long Beach

Rev. 7-07-20


ARTICLE VII. AUTHORITY TO CONTRACT

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

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

So agreed this the 7th day of September, 2021.

City of Long Beach



George Bass, Mayor

Attested:



(Appropriate clerk etc.)

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

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Brad White
Executive Director
Mississippi Department of Transportation

Book _____, Page _____.

**Minutes of September 7, 2021
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman McGoey and unanimously carried to approve the following Memorandum of Agreement with Mississippi Department of Transportation for the Sign Repairs – Various Routes, and authorize the Mayor to execute same:

ER-0295-00(022)LPA / 108768-701000
Sign Repairs, Various Routes
City of Long Beach

Rev. 7-07-20

Memorandum of Agreement

ER-0295-00(022)LPA / 108768-701000
Sign Repairs, Various Routes
Long Beach, Mississippi

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

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

WHEREAS, the LPA intends to develop and construct Sign Repairs City Wide; (hereinafter referred to as the "Project"), and the Commission intends to allow the LPA access to available federal funds and manage the Project under the terms and provisions of this Memorandum of Agreement; and

WHEREAS, a Detailed Damage Inspection Report was developed by the parties along with a cost estimate, for purpose of obtaining emergency funding, said amount being that which would be required to return the project area to pre-disaster conditions. The cost estimate will serve as the amount of project cost for which federal funding is being sought; and

WHEREAS, if the project construction is completed within 180 days of the disaster event, then the LPA will be eligible for 100% federal reimbursement, and if the Project extends beyond 180 days of the disaster event, the amount of federal reimbursement will be 80% of eligible costs, with the remaining costs being the responsibility of the LPA, as more particularly set forth herein; and

WHEREAS, the LPA will be responsible for all Project costs over and above the maximum amount of federal funds allocated to the Project by the Commission, and the MDOT requires the LPA to provide the local share (local match) previously stated; and

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

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

Minutes of September 7, 2021 Mayor and Board of Aldermen

ER-0295-00(022)LPA / 108768-701000
Sign Repairs, Various Routes
City of Long Beach

Rev. 7-07-20

ARTICLE I. DUTIES AND RESPONSIBILITIES

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

1. The LPA shall immediately designate a full time employee of the LPA as the Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT District LPA Engineer.

2. The LPA shall promptly follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including, but not limited to, project activation, reporting requirements for federal awards (including the single audit), consultant selection, necessary permits, environmental process, preliminary design, right-of-way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out activities.

3. The LPA shall submit to MDOT four (4) complete sets of as-built plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. The LPA shall be responsible for all maintenance and operation of the Project during and after completion so that the federal investment in the Project is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of federal funds through all available legal actions.

5. The LPA shall follow and abide by any and all federal requirements, specifically, but not limited to, the provisions that no retainage shall be withheld from installment payments to the construction contractor.

6. The LPA agrees that if any act or omission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. In compliance with State Law, the LPA shall pay all payments owed to Contractors and Consultants according to the terms of the contract, and in all instances payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold reimbursement until adequate proof of payment has been produced by the LPA.

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

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

Minutes of September 7, 2021 Mayor and Board of Aldermen

ER-0295-00(022)LPA / 108768-701000
Sign Repairs, Various Routes
City of Long Beach

Rev. 7-07-20

9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the Commission, the Department of Employment Security, the Department of Revenue, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for the Project including press releases, materials for groundbreaking, ribbon cuttings or other public events and any other public information or media resources by notifying the MDOT Public Affairs Division, via telephone at 601-359-7074 or by electronic mail at comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

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

When appropriate, an invitation should be extended to MDOT Public Affairs for the Transportation Commissioner, MDOT Executive Director or other designee to speak at any official public ceremony for this Project.

11. The LPA agrees that if the Project is not kept upon a schedule that meets MDOT guidelines, then the funds allocated to the Project may be rescinded. If the Project funds are rescinded, then the LPA may be required to refund any amounts paid unto the LPA by MDOT. The MDOT guidelines are derived from Title 23, United States Code, Section 102(b) and Title 23, Code of Federal Regulations, Part 630.112(c)(2).

12. The LPA will be required to submit to the District LPA Engineer monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work that has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule that will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this Project, shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

Minutes of September 7, 2021 Mayor and Board of Aldermen

ER-0295-00(022)LPA / 108768-701000
Sign Repairs, Various Routes
City of Long Beach

Rev. 7-07-20

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

16. The LPA agrees that it will require that any engineering plans prepared for the construction of the Project be signed and sealed by the professional engineer responsible for preparation of the plans. This requirement applies to the engineer assigned to the Project by a consulting engineering firm under contract to the LPA, or to an engineer that is a full-time, or part-time employee of the LPA. Further, the LPA agrees that it is solely responsible for errors and omissions that occur during Project development or during construction, regardless of any review or oversight activity on the part of MTC/MDOT.

17. The LPA agrees that once construction of the Project has commenced, the LPA is responsible for the Project being completed according to the plans and specifications, addenda or supplemental agreement as amended. The LPA acknowledges and agrees that this responsibility continues after the federal funds provided through MDOT are exhausted.

B. THE COMMISSION WILL:

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

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ARTICLE II. GENERAL PROVISIONS

- A. The Commission shall have the right to audit all accounts associated with the Project, and should there be any overpayment by the Commission to the LPA, the LPA agrees to refund any such overpayment within thirty (30) days of written notification. Should the LPA fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.
- B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA, shall not, however, cancel any contract made by the LPA that is to further the purpose of this agreement and that is underway at the time of termination. Any construction contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total, legal and financial responsibility for any such contract. Additionally, funds may be suspended or terminated under the provisions of Section F of this Article.
- C. It is understood that this is a Memorandum of Agreement and that more specific requirements for the development and construction of the transportation improvement Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.
- D. Should the LPA miss the obligation deadline set in this MOA, the Commission reserves the right to refuse to obligate funds for the Project.
- E. The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the Standard Specifications for Road and Bridge Construction, latest edition, or the latest online LPA Project Development Manual.
- F. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the Project and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five day period.
- G. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the Project, then MDOT time may be charged to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

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ARTICLE III. NOTICE & DESIGNATED AGENTS

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

For Contractual Administrative Matters:

<p>COMMISSION: Executive Director MDOT P.O. Box 1850 Jackson, MS 39215-1850 Phone: (601) 359-7002 Fax: (601) 359-7110</p>	<p>LPA: George Bass, Mayor City of Long Beach P.O. Box 929 Long Beach, MS 39560 Phone: (228) 863-1556 Fax: (228) 865-0822</p>
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For Technical Matters:

<p>COMMISSION: David Seyfarth District LPA Coordinator – District 6 MDOT 16499-B Hwy 49 Saucier, MS 39574 Phone: (228) 832-0682 Fax: (228) 831-0681</p>	<p>LPA: Kini Gonsoulin Comptroller City of Long Beach P.O. Box 929 Long Beach, MS 39560 Phone: (228) 863-1556 Fax: (228) 865-0822</p>
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B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the Commission is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission by reason hereof. The LPA will not by reason hereof, make any claim, demand or application for or any right or privilege applicable to an officer or employee of the Commission, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The Commission executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the Commission and the LPA shall be directed to the designated agent shown above in Article III.

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ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

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

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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ARTICLE VII. AUTHORITY TO CONTRACT

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

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

So agreed this the 7th day of September, 2021.

City of Long Beach


George Bass, Mayor

Attested:


(Appropriate clerk etc.)

So agreed this the 7 day of Sept, 2021

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Brad White
Executive Director
Mississippi Department of Transportation

Book _____, Page _____

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It came on for discussion, Building Permit Fee Increase Recommendation. Upon the guidance and direction of City Attorney Steve Simpson, Alderman Parker made motion seconded by Alderman McGoey and unanimously carried to implement the Building Official's proposed fee changes as part of the Fiscal Year 2022 Budget adoption.

It came on for discussion Overtime for the Fire & Police Departments to aid communities in Louisiana in the aftermath of Hurricane Ida, whereupon Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve aid.

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It came on for discussion Use of Radar on Highway 90, whereupon City Attorney Steve Simpson advised that he would draft a resolution for consideration at the next meeting on September 21, 2021.

The Mayor and Board of Aldermen took up for consideration the matter of final approval and adoption of the Municipal Budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022, and for related purposes. After a discussion of the subject, Alderman Parker offered and moved the adoption of the following resolution:

A RESOLUTION BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, SETTING FORTH ANTICIPATED REVENUES AND EXPENDITURES OF SAID CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING ON SEPTEMBER 30, 2022; APPROVING AND ADOPTING THE MUNICIPAL BUDGET FOR THE CITY FOR SAID FISCAL YEAR; APPROPRIATING FUNDS FOR SAID BUDGET; AND FOR RELATED PURPOSES.

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

(A) Pursuant to the provisions of MCA §21-35-5, the Governing Body of the Municipality prepared or caused to be prepared a complete budget of the municipal revenues, expenses, and working cash balances for the next fiscal year, including the amount to be raised by levy of ad valorem taxes, sales, fines and forfeitures, and other sources for the ensuing fiscal year beginning October 1, 2021 and ending September 30, 2022; and said Governing Body has further prepared a statement showing the aggregate revenues collected during the current fiscal year in the Municipality for municipal purposes, which statement shows every source of revenue along with the amount derived from each source;

(B) The Governing Body, on the 6th day of July, 2021, in regular meeting duly assembled, did adopt that certain order providing for a proposed municipal budget for the City of Long Beach, Mississippi, for the fiscal year beginning October 1, 2021, and ending September 30, 2022; providing for a public hearing to give the general public an opportunity to make oral or written comment on the taxing and spending plan incorporated in said budget; providing for notice of such hearing; and for related purposes.

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

(D) Notice of the Budget and Tax Levy Public Hearing provided for in the said resolution to be held at the Long Beach City Hall in said Municipality at 5:00 o'clock p.m. on Tuesday, August 17, 2021, was published in *The Gazebo Gazette*, a newspaper qualified under the provisions of MCA §13-3-31, which newspaper is published in Harrison County, Mississippi, wherein the Municipality is located, and has a general circulation in said Municipality; such publication having been made in said newspaper in the issue of August 6, 2021, and August 13, 2021 and proof of publication of which notice with clipping attached is on file in the office of the City Clerk of the Municipality;

(E) The Governing Body of the Municipality did meet at the Long Beach City Hall Meeting Room in said Municipality at 5:00 p.m. on Tuesday, August 17, 2021, the date fixed for holding of said public hearing, and did hold such hearing on the taxing and spending plan incorporated in the aforesaid proposed Municipal Budget; at which hearing all persons and the general public were given an opportunity to be heard and to make oral or written comment on the taxing and spending plan incorporated in said proposed Municipal Budget and Tax Levy for Municipality for the ensuing fiscal year; and

(F) At and after the aforesaid public hearing the Governing body did provide for amendments to said Municipal Budget, and thereafter, on the 7th day of September, 2021, at least one (1) week following the said public hearing, the said Municipal Budget was finalized, which final Municipal Budget for the Municipality for the fiscal year beginning October 1, 2021, and ending September 30,

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2022, should be now finally approved and adopted and appropriations therefore made in words and figures made a part of this resolution as hereinafter set forth.

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

SECTION 1. Adoption of Municipal Budget

The Municipal Budget for the City of Long Beach, Mississippi, for the fiscal year beginning October 1, 2021, of anticipated revenues and the estimated expenditures for the said fiscal year be, and the aforesaid Municipal Budget is finally approved and adopted as and for the Municipal Budget for the Municipality in words and figures as follows:

See Attached Exhibit "A"

SECTION 2. Appropriations

The amounts, respectively, hereinabove in Section 1 set forth as anticipated revenues and the corresponding anticipated expenditures in each of the funds and categories as authorized to be expended, be, and the same are hereby, appropriated for the purposes and in the amounts hereinabove set forth, as and for the Municipal Budget Appropriation of Revenues and Expenditures to be made for the fiscal year, October 1, 2021, through September 30, 2022.

SECTION 3. Publication of Budget

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

SECTION 4. Repeal of Conflicting Resolutions

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

SECTION 5. Effective Date

It being necessary and in the public interest that appropriations for the fiscal year beginning October 1, 2021, be made and expenditures thereof authorized in order to provide necessary municipal services, including services, sewer services, fire protection services, police protection services, and other proper municipal purposes and in order to provide for the immediate and temporary preservation of the public peace, and the immediate preservation of order and of the

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

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

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

The question having received the affirmative vote of all the Aldermen present and voting the Mayor declared the motion carried and the resolution adopted and approved this the 7th day of September, 2021.

APPROVED:


GEORGE L. BASS

ATTEST:


STACEY DAHL, CITY CLERK

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Exhibit A								
City of Long Beach, Mississippi - Adopted								
Fiscal year 2021-2022								
Revenues								
Source	General Government 47.21 Mills	Municipal Debt Serv 1.77 Mills	Debt Serv Schools	Water/Sewer	Port/Harbor	Capital Imp. Funds	Special Revenue	Total
Cash Reserves	106,496							106,496
Property Tax	5,000,000	184,478						5,184,478
Lot Clean Up	5,000							5,000
Automobile Tags	1,138,120	42,670						1,180,790
Mobile Home								-
Prior Year	38,000	1,445						39,445
Payments in Lieu of Taxes	10,000							10,000
Penalties & Interest	95,000							95,000
Sales Tax	1,775,000			24,000				1,799,000
Sales Tax Diversion	310,000							310,000
Privilege Licenses	20,000							20,000
Golf Cart Permits	3,000							3,000
Building Permits	225,500							225,500
Plumbing Permits	53,500							53,500
Electrical Permits	33,750							33,750
Contractors Permits	2,000							2,000
Permits - Variance	12,000							12,000
Permits - Other	2,000							2,000
Home Occupancy Permits	1,000							1,000
Franchise Fees	700,000							700,000
Police Grants	219,000							219,000
Federal Fire Grants								-
School Resource Officer	100,972							100,972
Library Insurance Grant	24,000							24,000
Fines/Forfeits	450,000							450,000
Library Fines	5,000							5,000
Maintenance Fee								-
Vehicle Usage	5,000							5,000
State Municipal Aid	7,400							7,400
ABC License	20,000							20,000
Fire Rebate	85,000	36,760						121,760
DPS Grant	15,000							15,000
Fuel Tax	10,000							10,000
Homestead Reimbursement	200,000	7,589						207,589
Police Academy	10,000							10,000
County Road Tax	80,000							80,000
County Rail Tax	3,000							3,000
Maps/Copies	200							200
Zoning Fees	500							500
User Fees	4,000							4,000
Summer Rec Program	12,000							12,000
Senior Nutrition	8,000							8,000
Senior Crafts	7,000							7,000
F/D Other Grants	2,500							2,500
Admin Reimbursement	332,802			15,235				348,037
Police Svs Reimbursement	1,000							1,000
Canal Maintenance								-
Cemetery	12,000							12,000
Rents	10,000				65,000			75,000
Interest Earned	150,000							150,000
Other Revenue	24,000			20,000				44,000
Credit Card Fees	1,500							1,500
Loan Proceeds								-
Cemetery Lots	15,000							15,000
Dockage Fees								-
Rents (Land Leases)								-
Store Sales								-
Delinquent Charges				110,000				110,000
Contingency				170,000				170,000
Water Charges				1,500,000				1,500,000
Sewer Charges				1,375,000				1,375,000
Sewer Treatment				850,000				850,000
Waste Water Debt				2,000,000				2,000,000
Solid Waste				975,000				975,000
Water Tap				30,000				30,000
Sewer Tap				40,000				40,000
Bond Proceeds								-
Total Revenues	11,345,240	272,942	-	7,109,235	65,000	-	-	18,792,417

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Exhibit A						
City of Long Beach, Mississippi - Adopted						
Fiscal year 2021-2022						
Expenditures	Personnel	Supplies	Other Charges/Services	Capital Outlay	Transfers Out	Total
Mayor's Office	166,135	1,900	11,350			179,385
Aldermen	90,700		4,500			95,200
Municipal Court	245,005	11,000	234,725			490,730
Legal			12,000			12,000
General Administration	222,668	5,500	4,800	1,000		233,968
Municipal Operations		36,800	1,120,350	6,000		1,163,150
Police Dept	3,382,118	283,400	283,952	219,502		4,168,972
Fire	2,666,449	104,400	71,000		36,760	2,878,609
Streets & Drainage		141,400	770,250			911,650
Vehicle Maintenance		6,800	2,600			9,400
Parks & Cemeteries		4,325				4,325
Library	287,545	30,600	33,650			351,795
Senior Citizens	99,685	43,850	2,400			145,935
Recreation	280,244	69,710	57,321			407,275
Planning & Zoning	226,122	11,000	25,724	30,000		292,846
Total General Fund	7,666,671	750,685	2,634,622	256,502	36,760	11,345,240
Enterprise Funds						
Water/Sewer Operation & Maintenance	107,078	810,252	5,292,689	318,475		6,528,494
Port/Harbor	275,233	2,600	71,302			349,135
Total Enterprise Funds	382,311	812,852	5,363,991	318,475	-	6,877,629
Capital Improvement Fund						
Drainage Projects						
Total Capital Improvement Funds						
Capital Improvement Funds - Special Revenue						
Capital Improvement - Mittal Steel Escrow						
Capital Improvement - W/S Infrastructure						
Capital Improvement - Developers Proceeds						
Total Special Revenue				-	-	-
Debt Service Funds						
			Fees	Principal	Interest	Total
Municipal			1,200	237,935	17,809	256,944
Water/Sewer				17,948	569	18,517
Total Debt Service Funds			1,200	255,883	18,378	275,461
Total Expenditures						\$ 18,498,330

NEW ORDINANCE TO INCREASE PERMIT PRICING AND INSPECTION FEES

1. NEW CONSTRUCTION PERMITS WILL BE EVALUATED AT \$90.00 PER SQUARE FOOT OF ENTIRE SLAB OR EVALUATION LISTED BY CONTRACTOR WHATEVER IS THE HIGHEST.
2. ADDITIONS AND RENOVATIONS WILL BE EVALUATED UNDER THE TOTAL COST OF THE JOB WHICH IS NOW OUR CURRENT PERMITTING SYSTEM. THE BUILDING OFFICIAL STILL HAS DISCRETION TO DECIDE IF THE EVALUATION IS A CORRECT FIGURE AS IN THE 2018 IBC CODE BOOKS.
3. CURRENT SUBCONTRACTOR INSPECTION FEE IS \$15.00 NEED TO INCREASE THOSE INSPECTION FEES TO \$25.00 PER INSPECTION.
4. MINIMUM PERMIT PRICE WILL BE \$45.00, EXCLUDING FENCING WHICH WILL INCREASE FROM \$16.00 TO \$26.00.
5. VARIANCE FEES WILL INCREASE FROM \$100.00 TO \$200.00
6. REVAMP PUBLIC RECORDS REQUEST PRICES PER ATTACHED SHEET.
7. GOLF CART PERMIT FEE INCREASE TO \$100.00
8. CERTIFICATE OF RESUBDIVISION INCREASE FROM \$250.00 TO \$375.00.
9. PLANNING COMMISSION APPROVAL INCREASE FROM \$50.00 TO \$100.00
10. DRAINAGE MODIFICATION INCREASE FROM \$50.00 TO \$100.00.
11. CONTRACTOR LICENCE FEE FOR EVERY CONTRACTOR AS \$50.00.

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

A RESOLUTION BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, FIXING AND LEVYING THE AD VALOREM TAXES ON TAXABLE PROPERTY WITHIN THE CITY OF LONG BEACH, MISSISSIPPI, AND WITHIN THE LONG BEACH PUBLIC SCHOOL DISTRICT WITH ADDED TERRITORY AS CONTAINED IN THE ASSESSMENTS AS OF JANUARY 1, 2021, AS PROVIDED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS PROVIDED BY LAW, AND UPON THE UNIFORM MOTOR VEHICLE ASSESSMENT SCHEDULE AS MADE ACCORDING TO THE PROVISIONS OF THE "MOTOR VEHICLE AD VALOREM TAX OF 1958" AS AMENDED, AND UPON ASSESSMENT OF PUBLIC UTILITIES PROPERTIES MADE BY THE STATE TAX COMMISSION, EXCEPT AS TO SUCH VALUES AS MAY BE EXEMPT, IN WHOLE OR IN PART, FROM CERTAIN LEVIES BY LAWS OF THE STATE OF MISSISSIPPI AND FOR RELATED PURPOSES

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

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

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

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

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

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

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

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

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

SECTION 1. TAX LEVY

That an ad valorem tax of 121.35 mills be, and the same is hereby made, fixed and levied and declared for the year, 2021-2022, upon each dollar of assessed valuation of all taxable property as of January 1, 2021, within the corporate limits of the City of Long Beach, Mississippi (the "Municipality") and within the Long Beach Public School District with added territory (the "District"), as the same is now assessed and listed, or as the same may be hereafter assessed and listed or corrected or amended and furnished to the Municipality by the Board of Supervisors of Harrison County, Mississippi, upon the Real and Personal Property Assessment Rolls of said Municipality and District for the year, 2021, and upon the assessment of motor vehicles as made according to the provisions of the "Motor Vehicle Ad Valorem Tax Act of 1958", as amended, as shown on the Uniform Motor Vehicle Assessment Schedule for the Municipality and District for the year, 2021-2022 as adopted by the Municipality, and upon all of the Public Utilities Properties assessed by the State Tax Commission in said Municipality and District; all taxable according to law, in the amount of mills or fractional parts of mills, and for the purposes hereinafter set forth and as follows:

AD VALOREM TAX LEVY FOR THE MUNICIPALITY

(A)	FOR GENERAL REVENUES AND GENERAL IMPROVEMENTS:	
	Upon all taxable property within the corporate limits of the Municipality [Authority: MCA §§ 21-33-45(a) and 27-39-307]	47.21 Mills
(B)	FOR MUNICIPAL BONDS AND INTEREST (Including General Obligation Notes):	
	Upon all taxable property within the corporate limits of the Municipality [Authority: MCA §§ 21-33-45(d) and (e), and 21-33-87]	1.77 Mills
	TOTAL LEVY OF TAXES FOR MUNICIPAL PURPOSES	48.98 Mills

AD VALOREM TAX LEVY FOR THE LONG BEACH PUBLIC SCHOOL DISTRICT

(C)	FOR SCHOOL DISTRICT MAINTENANCE:	
	Upon all taxable property within the corporate limits of the Municipality and within the added territory of the District [Authority: MCA §§ 21-33-45(b), 37-57-1, 37-57-105 and 37-57-107]	55.00 Mills
(D)	FOR SCHOOL BUILDING PROGRAM:	
	Upon all taxable property within the corporate limits of the Municipality and within the added territory of the District [Authority: MCA §§ 21-33-45 AND 37-59-101]	3.00 Mills
(E)	FOR SCHOOL DISTRICT COSTS OF TAX COLLECTION:	
	Upon all taxable property within the corporate limits of the Municipality and within the added territory of the District [Authority: MCA §§ 21-33-45(b) and (g); 37-57-107 and 37-57-105]	0.67 Mills
(F)	FOR SCHOOL BOND DEBT SERVICE:	
	Upon all taxable property within the corporate limits of the Municipality and within the added territory of the District [Authority: MCA §§ 21-33-45 AND 37-59-101]	13.7 Mills
	TOTAL TAX LEVY FOR SCHOOL PURPOSES	72.37 Mills

Minutes of September 7, 2021 Mayor and Board of Aldermen

TOTAL LEVY OF AD VALOREM TAXES FOR MUNICIPAL AND SCHOOL DISTRICT PURPOSES:

121.35 Mills

SECTION 2. COLLECTION OF TAX

That the above rates or levies, in mills or in decimal fractions thereof, shall be collected by the Tax Collector of the Municipality, by and through the Harrison County Tax Collector pursuant to contract with the Municipality, upon each dollar of assessed valuation of the Real and Personal Property Assessment Rolls of the Municipality and of the District as of the 1st day of January, 2021, and the ensuing year, and as said rates or levies are hereinabove respectively fixed, levied and declared, save and except as to such values as may be exempt, in whole or in part, as provided by the applicable laws of the State of Mississippi; and that the above rates or levies, in mills or in decimal fractions thereof, shall be collected by the Tax Collector of Harrison County, Mississippi, upon the motor vehicle assessments as contained upon the Uniform Motor Vehicle Assessment Schedule adopted by the Municipality, and/or the Board of Supervisors of Harrison County, Mississippi, as provided by law.

SECTION 3. FUNDS

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

SECTION 4. RESOLUTION, CERTIFIED COPIES

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

SECTION 5. EFFECTIVE DATE

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

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

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

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution adopted and approved this the 7th day of September, 2021.

APPROVED:

GEORGE L. BASS, MAYOR

ATTEST:


STACEY DAHL, CITY CLERK

Minutes of September 7, 2021 Mayor and Board of Aldermen

It came on for discussion, Reconsideration of Drainage Decision at 604 Saratoga Drive, whereupon the Mayor recognized Jill Cibene of 3 Alverado Cove who provided the following:

Reconsideration of option voted and passed
for drainage at 604 Saratoga Drive
September 7, 2021

Jill Cibene
3 Alverado Cove
Long Beach, MS

Flooding



Water levels in excess of 8 inches

2



Water levels typically exceed 6 inches on this side of home

3

Minutes of September 7, 2021 Mayor and Board of Aldermen

\$5000 spent on walls to hold flood waters back and installed a drain from back yard to road

Drain

4

Shed being discussed located at 604 Saratoga

Roughly 20ft Not Covered

Roughly 23ft of Covered Shed

5

Sandbags holding back positive flow.

Sandbags remained for more than 2 Months now being replaced with wood fencing flush to ground

6

**Minutes of September 7, 2021
Mayor and Board of Aldermen**

After discussion, Alderman McCaffrey made motion seconded by Alderman Bennet to remove the shed from the easement located at 604 Saratoga Drive and install an open ditch. After further discussion, the question being put to a roll call vote by the Mayor, the result was as follows:

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

The question having received the affirmative vote of a majority of the Aldermen present and voting, the Mayor declared the motion carried.

There came on for discussion Intersection Beatline Rd & Pineville Rd, whereupon Alderman Brown made motion seconded by Alderman Bennett and unanimously carried to direct Public Works Director Joe Culpepper and City Engineer David Ball to develop a solution for repairing the intersection upon the re-opening of Pineville Road.

There came on for discussion – Economic Development Advisory Council, whereupon Alderman Johnson made motion seconded by Alderman Bennett and unanimously carried to establish the aforesaid council. Each Alderman shall select an appointment to the council, whereupon the Economic Development Advisory Council will be formed at the next meeting on September 21, 2021.

Mayor Bass removed Job Title Change agenda item.

Alderman McGoey recused himself from the meeting.

Based on the recommendation of Chief Skellie and certification by the Civil Service Commission, Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to approve personnel matters, as follows:

Fire Department:

- Step Increase, Battalion Chief Pete McGoey, FS 13 X, effective October 1, 2021

Alderman McGoey returned to the meeting at this time.

**Minutes of September 7, 2021
Mayor and Board of Aldermen**

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

Fire Department:

- Step Increase, Lieutenant Craig Ahlers, FS 12 IX, effective October 1, 2021
- Step Increase, Driver/Operator Jared Allen, FS 10 X, effective October 1, 2021
- Step Increase, Lieutenant Brandon Bates, FS 12 VII, effective October 1, 2021
- Step Increase, Lieutenant/Inspector Tim Darden, FS 12 XVI, effective October 1, 2021
- Step Increase, Lieutenant Jay Lonthair, FS 12 VIII, effective October 1, 2021
- Step Increase, Battalion Chief Jarod McGill, FS 13 IX, effective October 1, 2021
- Step Increase, Driver/Operator Johnathan Malley, FS 10 VIII, effective October 1, 2021
- Step Increase, Driver/Operator Heath Mitchell, FS 10 VIII, effective October 1, 2021
- Step Increase, Lieutenant Brian Moore, FS 12 VIII, effective October 1, 2021
- Step Increase, Division Chief Joseph Stapleton, FSA 13 XVIII, effective October 1, 2021

Library:

- Part-time New Hire, Clerk Rachel Jan Bothe', \$8.00 per hour, effective September 16, 2021

Mayor Bass asked Fire Chief Skellie to provide an update of Hurricane Zeta repairs of the Harbor. After discussion, Alderman Parker made motion seconded by Alderman Brown and unanimously carried to authorize Overstreet & Associates to begin putting numbers together to repair the boat launch ramps and perform the bathymetric survey of the harbor.

Minutes of September 7, 2021 Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following contract with DNP, Inc. for the Senior Citizen Generator, and authorize the Mayor to execute same:

**EJCDC
SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Long Beach, 201 Jeff Davis Ave., Long Beach, MS 39560

(Owner) and DNP, Inc., P.O. Box 6399, D'Iberville, MS 39540-6399

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Long Beach Senior Center – Provide and Install Generator

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Long Beach Senior Center – Provide and Install Generator

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by: Overstreet & Associates, PLLC
161 Lameuse Street, Suite 203
Biloxi, MS 39503

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
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00520-1

Minutes of September 7, 2021 Mayor and Board of Aldermen

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before _____, _____, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before _____, _____.

[or]

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$_____ for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

NOTES TO USER

f. Where failure to reach a Milestone on time is of such consequence that the assessment of liquidated damages for failure to reach one or more Milestones on time is to be provided, appropriate amending or supplementing language should be inserted here.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum of:

One Hundred Thirty-One Thousand, Eight Hundred Dollars	(\$131,800
(words)	(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

~~B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:~~

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~~As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.~~

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
-----------------	--------------------	-------------	---------------------------	-------------------	------------------

<u>TOTAL OF ALL ESTIMATED PRICES</u>	_____	\$ _____
	(words)	(numerals)

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

NOTES TO USER

1. If adjustment prices for variations from stipulated Base Bid quantities have been agreed to, insert appropriate provisions. See BF-4.
2. Depending upon the particular Bid Form used, use A-5.01.A alone, A-5.01.A and A-5.01.B together, A-5.01.B alone, or A-5.01.C alone, deleting those not used and renumbering accordingly. If A-5.01.C is used, Contractor's Bid is attached as an exhibit and listed in A-9.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 97.5 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5

EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
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00520-3

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of the General Conditions and less _____ percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

NOTES TO USER

1. If the reports and/or drawings referred to in A-8.01.D do not exist, either modify A-8.01.D or delete A-8.01.D and renumber accordingly.

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E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

NOTES TO USER

1. If the reports and/or drawings referred to in A-8.01.D do not exist, delete the phrase "additional or supplementary" in the first sentence of A-8.01.E.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).
2. Performance bond (pages 1 to 2, inclusive).
3. Payment bond (pages 1 to 2, inclusive).
4. Other bonds (pages 1 to 2, inclusive).
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
5. General Conditions (pages 1 to 62, inclusive).
6. Supplementary Conditions (pages 1 to 9, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.

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8. Drawings consisting of 9 sheets with each sheet bearing the following general title: _____ [or] the Drawings listed on attached sheet index.
9. Addenda (numbers 1 to 2, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
- a. Contractor's Bid (pages 1 to 3, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 61, inclusive).
 - c. _____.
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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10.05 Other Provisions

NOTES TO USER

1. If Owner intends to assign a procurement contract (for goods and services) to the Contractor, see Notes to User at Article 23 of Suggested Instructions to Bidders for Procurement Contracts (EJCDC No. P-200, 2000 Edition) for provisions to be inserted in this Article.
2. Insert other provisions here if applicable.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

NOTES TO USER

1. See I-21 and correlate procedures for format and signing between the two documents.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Long Beach

DNP, Inc.

By: [Signature]

By: [Signature]

Title: Mayor

8-24-21

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: [Signature]

[Signature]

Title: c.t.y. Clerk

SECRETARY/TREASURER



Address for giving notices:

Address for giving notices:

201 Jeff Davis Ave.

P.O. Box 6399

Long Beach, MS 39560

D'Iberville, MS 39540-6399

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: 07575-MC (Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Minutes of September 7, 2021 Mayor and Board of Aldermen

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 8/18/2021				
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER BXS Insurance 760 Howard Ave, 2nd Floor Biloxi MS 39530	CONTACT NAME: Jerrie Twinn PHONE (A/C, No, Ext): 228-436-5036 E-MAIL: jerrie.twinn@bxs.com ADDRESS: FAX (A/C, No): 228-432-7420					
INSURED D.N.P., Inc P. O. Box 6399 D'Iberville MS 39540	DNRINC0-02 INSURER(S) AFFORDING COVERAGE INSURER A : BITCO General Insurance Corporation INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 20095				
COVERAGES CERTIFICATE NUMBER: 1280218334 REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL. SUBR (NSQ, Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CLP3700948	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CAP3700951	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP2810663	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC700946	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) #2144, SB-2000115 NNS15AA01C Medical Classroom Construction B2105 Stennis Space Center, MS 39529-6000 Certificate holder and all parties required by written contract are included as additional insured with waiver of subrogation as respects liability policies. Workers Compensation provides blanket waiver of subrogation for all parties as required by written contract.						
CERTIFICATE HOLDER				CANCELLATION		
Syncom Space Services LLC; S3 Subcontracts Admn Shanna S Wilson Building 1100 Stennis Space Center MS 39529				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		

ACORD 25 (2016/03)

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

Minutes of September 7, 2021 Mayor and Board of Aldermen

Alderman Johnson made motion seconded by Alderman Frazer and unanimously carried to authorize the following advertisement schedule for the City Hall HVAC Repairs:

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



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

September 3, 2021

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

RE: Long Beach City Hall HVAC Repairs

Ladies and Gentlemen:

We have completed the Bid Documents for the referenced project and are ready to request competitive bids for the construction of the project. Therefore, we recommend the following advertising schedule:

Authorize Advertisement:	Sept. 5, 2021
First Advertisement:	Sept. 10, 2021
Second Advertisement:	Sept. 17, 2021
Receive Bids:	Oct. 12, 2021

If approved, we hope to have a Bid Tabulation and Recommendation of Award at the Oct. 19, 2021 meeting.

Sincerely,

David Ball, P.E.


DB:1145

**Minutes of September 7, 2021
Mayor and Board of Aldermen**

Based on the following recommendation of Public Works Director Joe Culpepper, Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to award the purchase of a new dump truck to Empire Truck Sales:



M E M O

TO: Mayor Bass, Board of Aldermen
CC: Kini Gonsoulin
FROM: Joe Culpepper, Public Works Director 
DATE: September 1, 2021
RE: Approval for New Dump Truck – Public Works

We received the attached three bids for a new dump truck for the Public Works Department. After reviewing, I am requesting the Board's approval for the bid to go to: Empire Truck Sales, amount of bid - \$91,900.00.

Thank you.

Minutes of September 7, 2021 Mayor and Board of Aldermen

CITY OF LONG BEACH, MISSISSIPPI

Bid Proposal for one (1) new dump truck meeting or exceeding the specifications indicated herein.

Weight class – 25,000 to 35,000 GVWR

Bid Requirements:

1. Each bidder must check "Yes" or "No" per line item if the bid meets the minimum specifications. If "No" is marked, a detailed explanation must be attached explaining why the Bid does not meet specifications.
2. Each bidder must provide a "cut sheet" or other document indicating specifications of proposed vehicle to be provided with bid proposal.

	Meets minimum Specifications	
	Yes	No
CAB:		
Conventional Day cab	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bench seat	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A/C and Heat	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 ENGINE, DIESEL:		
300 Horse power min.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TRANSMISSION:		
Automatic w/PTO Provision	<input checked="" type="checkbox"/>	<input type="checkbox"/>
AXLE CONFIGURATION:		
4X2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 APPLICATION:		
Construction Dump	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8 Yard capacity min.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PTO Control/dash mounted	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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Minutes of September 7, 2021 Mayor and Board of Aldermen

CITY OF LONG BEACH, MISSISSIPPI

Bid Proposal for one (1) new dump truck meeting or exceeding the specifications indicated herein.

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Bid Requirements:

1. Each bidder must check "Yes" or "No" per line item if the bid meets the minimum specifications. If "No" is marked, a detailed explanation must be attached explaining why the Bid does not meet specifications.
2. Each bidder must provide a "cut sheet" or other document indicating specifications of proposed vehicle to be provided with bid proposal.

	Meets minimum Specifications	
	Yes	No
CAB:		
Conventional Day cab	<u>✓</u>	<u> </u>
Bench seat	<u>✓</u>	<u> </u>
A/C and Heat	<u>α</u>	<u> </u>
 ENGINE, DIESEL:		
300 Horse power min.	<u>✓</u>	<u> </u>
TRANSMISSION:		
Automatic w/PTO Provision	<u>✓</u>	<u> </u>
AXLE CONFIGURATION:		
4X2	<u>α</u>	<u> </u>
 APPLICATION:		
Construction Dump	<u>α</u>	<u> </u>
8 Yard capacity min.	<u>α</u>	<u> </u>
PTO Control/dash mounted	<u>α</u>	<u> </u>

Minutes of September 7, 2021 Mayor and Board of Aldermen

Trailer towing provision at end of
frame of truck.

X _____

PRICE:

(1) Supplier proposes to furnish one (1) new dump truck meeting all minimum requirements as indicated herein.

TOTAL AMOUNT OF QUOTE:

one hundred twelve thousand five hundred eighty six ⁰⁰ is 12,586.
(AMOUNT IN WORDS) (AMOUNT IN NUMBERS)

The Owner reserves the right to award the work to the supplier providing the lowest and best price, at its own discretion.

RESPECTFULLY SUBMITTED:

DATE: August 5, 2021

COMPANY NAME: Truckwork

SIGNED BY (Name & Title): Alvinip Asst. Director of Gov't Accts

ADDRESS OF FIRM: 330 Wynn Dr

CITY AND STATE: Richard MS 39074

TELEPHONE: 601 9395300 / 601 2602995

Minutes of September 7, 2021 Mayor and Board of Aldermen

CITY OF LONG BEACH, MISSISSIPPI

Bid Proposal for one (1) new dump truck meeting or exceeding the specifications indicated herein.

Weight class – 25,000 to 35,000 GVWR

Bid Requirements:

1. Each bidder must check "Yes" or "No" per line item if the bid meets the minimum specifications. If "No" is marked, a detailed explanation must be attached explaining why the Bid does not meet specifications.
2. Each bidder must provide a "cut sheet" or other document indicating specifications of proposed vehicle to be provided with bid proposal.

	Meets minimum Specifications	
	Yes	No
CAB:		
Conventional Day cab	<u> X </u>	<u> </u>
Bench seat	<u> X </u>	<u> </u>
A/C and Heat	<u> X </u>	<u> </u>
 ENGINE, DIESEL:		
300 Horse power min.	<u> X </u>	<u> </u>
 TRANSMISSION:		
Automatic w/PTO Provision	<u> X </u>	<u> </u>
 AXLE CONFIGURATION:		
4X2	<u> X </u>	<u> </u>
 APPLICATION:		
Construction Dump	<u> X </u>	<u> </u>
8 Yard capacity min.	<u> X </u>	<u> </u>
PTO Control/dash mounted	<u> X </u>	<u> </u>

Minutes of September 7, 2021 Mayor and Board of Aldermen

Trailer towing provision at end of
frame of truck.

 X

PRICE:

(1) Supplier proposes to furnish one (1) new dump truck meeting all minimum requirements as indicated herein.

TOTAL AMOUNT OF QUOTE:

one hundred nine thousand six hundred twenty dollars 109,620.⁰⁰
(AMOUNT IN WORDS) (AMOUNT IN NUMBERS)

The Owner reserves the right to award the work to the supplier providing the lowest and best price, at its own discretion.

RESPECTFULLY SUBMITTED:

DATE: August 5 2021

COMPANY NAME: Truckery

SIGNED BY (Name & Title): Alvinip Asst. Director of gwt ARB

ADDRESS OF FIRM: 330 West Dr.

CITY AND STATE: Richard MS 39218

TELEPHONE: 601 939 5300 / 601 260 2999

Minutes of September 7, 2021 Mayor and Board of Aldermen

Recreation Director Bob Paul provided the following proposal from Coast Electric to install additional lighting at the Walking Track:

Bob Paul

From: Brian Fithian <brianfithian@coastepa.com>
Sent: Friday, August 20, 2021 1:59 PM
To: recdept@cityoflongbeachms.com
Subject: Sr Center Lights
Attachments: CEPA Gulfport_20210820_141122.pdf

Bob, I have attached a map of the proposed lights for the walking track.
6- 110W LED Lights \$14.05 ea per month
1-180W LED Floodlight \$19.45ea per month
2- wood poles \$3.00ea per month
Total monthly charge would be \$ 112.45
Installation charge of \$100.00

Thank You,
Brian Fithian
Engineer Tech.
Coast Electric Power Association
brianfithian@coastepa.com
228-760-3072

Minutes of September 7, 2021 Mayor and Board of Aldermen

Coast Electric <small>THE POWER AND LIGHTING COMPANY</small>		NAME	MEMBER #	WORK ORDER #		
		SERVICE LOC		57K10880		
GRID #		METER #		WORK REQUEST #		
SUBDIVISION		LOT NUMBER		CONTACT NAME		
JOB STAGED:		BRIAN FITZHIAN		PHONE #		
RDY TO RELEASE:	WO PLAN	NJUNS-WIRE TRANSFER/ATTACHMENTS				
ISSUED TO CREW:	WO TYPE					
WI- RELEASED:	PROJECT #:				TRANSFER AT&T:	SEQUENCE #:
JOB BUILT:	TAX DISTRICT:				TRANSFER CABLE:	SEQUENCE #:
WH COMPLETE:	WAREHOUSE:				OLD POLE PULLED:	SEQUENCE #:
WOC ENTER TIME:	RELEASE FORM:				COMMENT:	
WOC CLOSED:	CIA:				0.00	
JOB DESCRIPTION		LOCATE				
		POST TO GIS				

After discussion, Alderman McGoey made motion seconded by Alderman Bennett and unanimously carried to authorize the installation of additional lighting per the foregoing quote.

Alderman Johnson made motion seconded by Alderman Parker and unanimously carried to declare an Executive Session for the transaction of public business, to wit: To discuss a personnel issue.

**Minutes of September 7, 2021
Mayor and Board of Aldermen**

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

* * *

The meeting resumed in Open Session, whereupon no action was taken.

The Mayor recognized the City Attorney for his report, whereupon no action was required or taken.

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

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Patrick Bennett, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Angie Johnson, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Mike Brown, Ward 5

Alderman Pete L. McGoey, Ward 6

Date

ATTEST:

Kini Gonsoulin, Deputy City Clerk