

**Minutes of July 18, 2017
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF JULY 18, 2017
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

- I. CALL TO ORDER**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. ROLL CALL AND ESTABLISH QUORUM**
- IV. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
- V. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VI. APPROVE MINUTES:**
 - 1. MAYOR AND BOARD OF ALDERMEN**
 - a. July 5, 2017 – Public Hearings/Recess
 - b. July 11, 2017 – Work Session
 - 2. PLANNING COMMISSION**
 - a. July 13, 2017
 - 1) Schedule Public Hearing-Section 123 Townhouses
 - 2) Schedule Public Hearing-Amend Chart of Uses
- VII. APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. 071817**
- VIII. UNFINISHED BUSINESS**
 - 1. Appointment to Library Board July, 2017-2022; Expiring Term of Mary Freeman**
 - 2. Appointments to Municipal Election Commission; July, 2017-2021**
 - 3. Appointments to Tree Board; July 2017-2021**
 - 4. Discuss Sidewalk Ordinance**
 - 5. Schedule Work Session to Discuss 2017-2018 Proposed Budget**
- IX. NEW BUSINESS**
 - 1. Request State Legislature for House Bill Authorizing the City to Adopt an Ordinance Allowing Golf Carts on Public Streets; Alderman Robertson**
 - 2. Gulf Regional Planning Commission (GRPC) Update on NCBC Land Use Study; Elaine Wilkerson**
- X. DEPARTMENTAL BUSINESS**
 - 1. MAYOR'S OFFICE**
 - 2. PERSONNEL**
 - a. Senior Citizens Department-(1) Resignation
 - b. Fire Department-(1) Step Increase
 - c. Police Department-(1) Resignation; (1) Retirement
 - 3. POLICE DEPARTMENT**
 - a. Retiring Officer's Service Weapon
 - b. Southern Automated Systems, Inc.-Interfaces to Interact on Line RMS
 - c. TransUnion Pricing Sheet-Background Checks
 - 4. UTILITY PARTNERS-PUBLIC WORKS/UTILITY BILLING**
 - a. Water System Improvements (2017) Todd Terrace & Valentine Agreement
 - 5. CITY CLERK**
 - a. Budget Amendment-Fiscal Year 2016-2017
 - b. Revenue/Expense Report June, 2017
 - c. Fiscal Year 2015-2016 Audit Report
 - 6. DERELICT PROPERTIES-DISCUSSION/SCHEDULE PUBLIC HEARINGS**
 - a. Brian Pittari & Jane Montalto 104 East 5th Street
 - b. Brian Pittari & Jane Montalto 407 Jeff Davis Avenue
- XI. REPORT FROM CITY ATTORNEY**
- XII. ADJOURN (OR) RECESS**

**Minutes of July 18, 2017
Mayor and Board of Aldermen**

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in July, 2017, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Ronald Robertson, Bernie Parker, Kelly Griffin, Timothy McCaffrey, Jr., Mark E. Lishen, Patricia Bennett, City Clerk Rebecca E. Schruoff, and City Attorney James C. Simpson, Jr.

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

The meeting was called to order and there were no announcements, presentations, proclamations, or amendments to the agenda.

Alderman Lishen made motion seconded by Alderman Griffin and unanimously carried to approve minutes of the Mayor and Board of Aldermen, as follows:

- July 5, 2017, Public Hearings and Recess Meeting, as submitted;
- July 11, 2017, Work Session, as submitted.

There came on for consideration the July 13, 2017, minutes of the Long Beach Planning Commission and, after considerable discussion, Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to take official action, as follows:

- Approve the public hearing and regular meeting minutes of the Long Beach Planning Commission dated July 13, 2017, as submitted;
- Schedule public hearings to consider the Zone Text Change – Amend Section 123 Townhouses Residential Uses and Zone Text Change – Amend Section 105 Chart of Uses upon completion of amendments to Section 123(a) Zero Lot Line Residential Uses by the Planning Commission in order to schedule and conduct all public hearings at the same time.

Alderman Griffin made motion seconded by Alderman Parker and unanimously carried to approve payment of invoices as listed in Docket of Claims number 071817.

**Minutes of July 18, 2017
Mayor and Board of Aldermen**

Appointment to the Long Beach Library Board was taken under advisement for further consideration at the next regular meeting, August 1, 2017.

Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to approve appointments to the Long Beach Municipal Election Commission, July, 2017-2021, as follows:

- King Batey
- Joe Fleming
- Patty Smith

Appointments to the Long Beach Tree Board were taken under advisement until the next regular meeting, August 1, 2017.

There came on for discussion the Long Beach Sidewalk Ordinance and considerable discussion was held regarding city policies as it pertains to ditches, the installation of culverts by licensed contractors paid for by the developers and inspections by the City to prepare for construction of a sidewalk.

After considerable discussion, no official action was required or taken at this time.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to schedule a work session, Monday, July 24, 2017, at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, to discuss the proposed Fiscal Year 2017-2018 Budget and Tax Levy.

Alderman Robertson made motion seconded by Alderman Lishen and unanimously carried directing the City Attorney to prepare a resolution to the State Legislature requesting Local and Private Legislation that would permit the City of Long Beach to adopt an ordinance allowing the operation of golf carts on public streets.

The Mayor recognized Ms. Elaine Wilkerson, Gulf Regional Planning Commission for an update on the NCBC Land Use Study.

**Minutes of July 18, 2017
Mayor and Board of Aldermen**

MAYOR'S OFFICE

- The Mayor and Board of Aldermen recognized Alderman Griffin in appreciation for her continued work with USM in obtaining funding for USM Golden Eagle street signs.

Based upon the recommendation of department heads and certification by the Civil Service Commission, official action was taken, as follows:

SENIOR CITIZENS DEPARTMENT:

- Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to accept the resignation of Director Cabrini Cadrecha, effective July 19, 2017, with regret.

FIRE DEPARTMENT:

- Alderman Parker made motion seconded by Alderman Parker and unanimously carried to approve the step increase, Driver/Operator Heath Mitchell, FS-10-IX, effective September 16, 2017.

POLICE DEPARTMENT:

- Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to accept the resignation of Assistant Chief Alan Bond, effective July 14, 2017, with regret.
- There came on for consideration a retirement letter from Police Chief Wayne McDowell, as follows:

Minutes of July 18, 2017
Mayor and Board of Aldermen



Date: July 5, 2017
 To: Mayor & Board of Alderman
 From: Chief Wayne McDowell
 Re: Retirement

Dear City Leaders,

I would like to inform you that I'm retiring from my position with the Long Beach Police Department, effective September 30, 2017.

Thank you for the opportunity and support that you and the community have provided during my tenure with the city. I take great pride in the department and the fine men and women that have truly made a difference over the years. It's because of the dedicated employees of the department that Long Beach has been listed as one of the safest cities in the state for many years in a row, currently was listed as #4. It has been a pleasure to be the Chief of the Long Beach Police Department over the past 11 years; which is no small feat for Long Beach. If my memory is correct during my first 10 years with the City, the Chief's position changed eight (8) times. It hasn't been since Chief Ken Pell took over in 1980 that a Chief led the Department for over a decade.

Again, thank you and it has been a pleasure to serve the citizens of Long Beach.

Wayne McDowell
Chief of Police

Danny Hannon
7/13/17

Upon consideration of said retirement, the Mayor and Board of Aldermen expressed their sincere appreciation to Chief McDowell for years of dedicated service to the police department, the city, and its citizens, acknowledging his achievements and recognizing him for a job well done.

After considerable discussion, Alderman Parker made motion seconded by Alderman Lishen and unanimously carried to accept the retirement of Chief McDowell, with regret.

**Minutes of July 18, 2017
Mayor and Board of Aldermen**

There came on for consideration a letter from Police Chief Wayne McDowell, as follows:




Date: July 11, 2017
To: Mayor Bass
Board of Alderman
From: Wayne McDowell
Chief of Police
Re: Retiring Officer's Service Weapon

Dear Mayor and Board,

Mississippi Code 1972, et seq., annotated and as amended Section 45-9-131 allows the governing authorities to approve the purchase of a retiring law enforcement officer to purchase his/her sidearm which was issued to him by the law enforcement agency from which he retired. The governing authorities shall determine the amount to be paid for the firearm.

It is my request that you authorize myself, Chief Wayne McDowell, to purchase his assigned duty weapon, Glock 21 Ser # HGZ 182, which has sentimental value to me. Please keep in mind that I have served 21 years as a full time sworn Officer with the City of Long Beach. I would suggest that you considered a minimal amount of \$1.00 be paid for the sidearm; which has been the normal practice of the city over the years.

I have attached a copy of statute 45-9-131 for your quick review.

Sincerely,

Wayne McDowell
Chief of Police

Alderman Lishen made motion seconded by Alderman Griffin and unanimously carried to approve the service weapon purchase as requested.

Alderman Lishen made motion seconded by Alderman Parker and unanimously carried to approve the Southern Automated Systems, Inc., agreement, as follows:

Minutes of July 18, 2017
Mayor and Board of Aldermen



Southern Automated Systems, Inc.

"where the Experience of Yesterday meets the Technology of Tomorrow"

P.O. Drawer 3299 * Muscle Shoals, Alabama 35662
Office: (256) 383-2198 *Fax: (256) 383-3833

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

5-11-2017

INTERFACES TO INTERACT ON LINE RMS	
Citations (import from RMS) (Caliber standard web services)	7500.00
Warrants (send to RMS- 2 way status updates) (Caliber standard web services)	7500.00
Development, test, implementation, modification of standard web service interface to include the following 1. Export of Additional date elements of bond amount, judge name, case number, type of warrant, for warrants. 2. Import of additional data elements of the hair color, eye color, height, weight, phone number and apartment number. 3. If multiple Charges on a single person, on a single stop, The citation number will be linked to each new case.	
Total	23,000.00
Discount	3,250.00
Total due with order	19,750.00
Includes implementation	

City of Long Beach

OmniCourt

Alderman Robertson made motion seconded by Alderman Parker and unanimously carried to approve the TransUnion Agreement, as follows:

Minutes of July 18, 2017 Mayor and Board of Aldermen



PRICING SHEET to Pricing Supplement

<p>"Agency": <u>Long Beach Police Mississippi</u></p> <p>Agency ID: <u>44001</u></p> <p>TRADS Services: TLOxp® Online – Non-Batch LE Flat Rate.</p> <p>Effective Date: <u>07/01/2017</u></p> <p>Supplement Term: <u>12</u> month(s) without auto-renewal</p>	<p>Monthly Fee: <u>\$ 150.00</u></p> <p>Number of Monthly Transactions: <u>500</u></p> <p>The Monthly Fee includes the above number of Monthly Transactions, subject to the Excluded Searches/Reports and Transactional Overage Pricing sections below. Unused Monthly Transactions do not rollover into a subsequent month.</p>												
<p>EXCLUDED SEARCHES/REPORTS:</p> <p>The Monthly Fee includes all searches and reports currently offered through the TRADS Services as of the Effective Date, except as follows. Any of the following searches and reports, if checked below, are also excluded.</p> <table style="width: 100%;"> <tr> <td><input checked="" type="checkbox"/> Social Media Report</td> <td><input type="checkbox"/> Comprehensive Report – Person</td> </tr> <tr> <td><input checked="" type="checkbox"/> Super Reverse Phone Lookup</td> <td><input type="checkbox"/> Comprehensive Report – Business</td> </tr> <tr> <td><input type="checkbox"/> Relationship Report</td> <td><input type="checkbox"/> Locate/Asset Report</td> </tr> <tr> <td><input checked="" type="checkbox"/> Vehicle Sightings Report</td> <td><input type="checkbox"/> Address Report</td> </tr> <tr> <td><input checked="" type="checkbox"/> Driver Risk (Address, Driver's License, License Plate)</td> <td><input type="checkbox"/> Global Watch List</td> </tr> <tr> <td><input type="checkbox"/> Phone Report</td> <td></td> </tr> </table> <p>The excluded searches and reports, as checked, are subject to TRADS' then-current fees and charges (unless a price is specified above) on a per Transaction basis, subject to Agency's data access rights. The fees and charges for Excluded Searches/Reports shall be in addition to the Monthly Fee. TRADS reserves the right to exclude future released searches and/or reports from the Monthly Fee.</p>		<input checked="" type="checkbox"/> Social Media Report	<input type="checkbox"/> Comprehensive Report – Person	<input checked="" type="checkbox"/> Super Reverse Phone Lookup	<input type="checkbox"/> Comprehensive Report – Business	<input type="checkbox"/> Relationship Report	<input type="checkbox"/> Locate/Asset Report	<input checked="" type="checkbox"/> Vehicle Sightings Report	<input type="checkbox"/> Address Report	<input checked="" type="checkbox"/> Driver Risk (Address, Driver's License, License Plate)	<input type="checkbox"/> Global Watch List	<input type="checkbox"/> Phone Report	
<input checked="" type="checkbox"/> Social Media Report	<input type="checkbox"/> Comprehensive Report – Person												
<input checked="" type="checkbox"/> Super Reverse Phone Lookup	<input type="checkbox"/> Comprehensive Report – Business												
<input type="checkbox"/> Relationship Report	<input type="checkbox"/> Locate/Asset Report												
<input checked="" type="checkbox"/> Vehicle Sightings Report	<input type="checkbox"/> Address Report												
<input checked="" type="checkbox"/> Driver Risk (Address, Driver's License, License Plate)	<input type="checkbox"/> Global Watch List												
<input type="checkbox"/> Phone Report													
<p>TRANSACTIONAL OVERAGE PRICING:</p> <p>Transactions exceeding the Number of Monthly Transactions specified above will be subject to TRADS' then-current fees and charges on a per Transaction basis, except as specified otherwise below and subject to Agency's data access rights. Transactional Overage Pricing shall be in addition to the Monthly Fee.</p> <table style="width: 100%;"> <tr> <td>All Transactions</td> <td style="text-align: right;">\$ 0.30</td> </tr> </table>		All Transactions	\$ 0.30										
All Transactions	\$ 0.30												
<p>"Transactions" are any and all information returned by TRADS in response to a search query.</p>													

Agency acknowledges and agrees that Agency's signature on this page constitutes agreement to and acceptance of this Supplement in its entirety.

Acknowledged and agreed to by:

Long Beach Police Mississippi
Agency Name ("Subscriber")

George Bass 7/18/17
Authorized Signature Signature Date

GEORGE L. BASS, Mayor
Type or Print Name of Authorized Signer

ACCT# 44001
SS Rep: MT-RB
NonAutorenew_Non Batch LE Flat Rate
Version: 5.17.2016

CONFIDENTIAL

Page 2 of 2

Minutes of July 18, 2017 Mayor and Board of Aldermen



PRICING SUPPLEMENT

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Law Enforcement Agency Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the Agency. The Agency agrees as follows:

1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Upon expiration of the Supplement Term, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.
2. **Fees and Charges.** Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.
3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings as defined in the Agreement. Except as provided in this Supplement, all other terms the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

[Remainder of page intentionally left blank.
Signature page follows on the attached Pricing Sheet.]

ACCT# 44001
SS Rep: MT-RB
NonAutorenew_Non Batch LE Flat Rate
Version: 5.17.2016

CONFIDENTIAL

Page 1 of 2

There came on for consideration a letter with attachments from Project Engineer David Ball, as follows:

**Minutes of July 18, 2017
Mayor and Board of Aldermen**



A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS

520 33RD STREET
GULFPORT, MS 39507

TEL (228) 863-0667
FAX (228) 863-5232

July 14, 2017

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

RE: Water System Improvements (2017) – Todd Terrace and Valentine

Ladies and Gentlemen:

Please find the attached proposed contract for design and construction phase services for the referenced water main improvement project. This proposed contract is based on the recommendations of Public Works and is as approved by the City at their July 5, 2017 meeting. We recommend that the Board authorize the Mayor to execute the attached contract so that we may begin work on this project.

Sincerely,

David Ball, P.E.

DB:2116
Enclosure

Minutes of July 18, 2017 Mayor and Board of Aldermen

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, effective as of July 18, 2017 ("Effective Date") between City of Long Beach ("Owner") and A. Garner Russell & Assoc. ("Engineer").

Engineer agrees to provide the services described below to Owner for the replacement of the water main along Todd Terrace, between Klondyke Rd. and Seal Ave., and the water main along Valentine Dr., between E. Railroad St. and E. Old Pass Rd., along with other related miscellaneous water system improvements and restoration, all more generally described as "Water System Improvements (2017) – Todd Terrace and Valentine". ("Project")

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

Owner and Engineer further agree as follows:

1.01 Basic Agreement

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

2.01 Payment Procedures

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

3.01 Additional Services

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

4.01 Termination

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

1 of 5

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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Minutes of July 18, 2017 Mayor and Board of Aldermen

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon the receipt of notice by Engineer.
- B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Minutes of July 18, 2017

Mayor and Board of Aldermen

7.01 General Considerations

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

8.01 Total Agreement

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

3 of 5

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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Minutes of July 18, 2017
Mayor and Board of Aldermen

9.01 Payment

- A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:
1. *Basic Services.*
 - a. For Basic Services, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Basic Services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
 - b. Total fees for Basic Services are estimated at \$17,000. This total fee for basic services will not be exceeded without prior written authorization.
 2. *Topographical Surveys.*
 - a. For preparation of topographical survey data by ENGINEER's personnel, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all such services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
 - b. Total fees for topographical survey services are estimated at \$8,000. This total fee will not be exceeded without prior written authorization.
 3. *Construction Inspection Services.*
 - a. Resident Project Representative Services and Post Construction Services. For services of ENGINEER's Resident Project Representative, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
 - b. Total fees for construction inspection services are currently estimated at \$44,800. This total fee will not be exceeded without prior written authorization.
- B. *Hourly Rates.*
1. The Engineer's Standard Hourly Rates are attached as Appendix 1.
 2. Overtime pay (i.e., hours spent in excess of 40 hours per calendar week), if any, for non-exempt employees shall be paid at an amount equal to the cumulative overtime hours charged times 1.5 multiplied by the standard hourly rates for each applicable billing class for all services performed during overtime hours.
 3. The Standard Hourly Rates may be adjusted annually (as of July 2018) to reflect equitable changes in the compensation payable to the ENGINEER.
- C. Engineer shall prepare and submit invoices to the Owner in accordance with Engineer's standard accounting and invoicing practices.
- D. Engineer proposes the following estimated schedule for completion of the various phases of the work:
- | | |
|---------------------------------|--|
| Complete Construction Documents | 90 days from date of execution of this Contract |
| Receipt of Bids | 120 days from date of execution of this Contract |
| Construction Complete | 270 days from date of execution of this Contract |

Minutes of July 18, 2017 Mayor and Board of Aldermen

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

OWNER: City of Long Beach

ENGINEER: A. Gamer Russell & Associates, Inc.

By: _____
George Bass
Mayor

By: M. Scott Burge
M. Scott Burge
President

Date Signed: _____

Date Signed: 7/14/17
License No. and State: 9550/MS

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

Address for giving notice:
520 33rd St.
Gulfport, MS 39507

Minutes of July 18, 2017
Mayor and Board of Aldermen

Appendix 1

A. GARNER RUSSELL & ASSOCIATES, INC.
STANDARD HOURLY RATES SCHEDULE

<u>Position</u>	<u>Billing Rate</u>
Principal	\$160.00
Professional Engineer V	\$150.00
Professional Engineer IV	\$140.00
Professional Engineer III	\$130.00
Professional Engineer II	\$120.00
Professional Engineer I	\$110.00
Engineer Intern III	\$105.00
Engineer Intern II	\$95.00
Engineer Intern I	\$85.00
Professional Land Surveyor II.....	\$150.00
Professional Land Surveyor I.....	\$105.00
Senior Project Manager	\$115.00
Sr. Survey Crew Chief.....	\$85.00
Sr. Resident Project Representative	\$85.00
Engineering Technician III	\$80.00
Engineering Technician II	\$70.00
Engineering Technician I	\$60.00
CADD Technician III	\$90.00
CADD Technician II	\$80.00
CADD Technician I	\$70.00
Project Technician.....	\$65.00
Administrative/Clerical	\$60.00
Surveys with RTK GPS Equipment.....	\$15.00

Based upon the recommendation of Mr. Ball, Alderman Parker made motion seconded by Alderman Lishen and unanimously carried to approve the agreement, all as set forth above, authorizing the Mayor to execute same.

Alderman Parker made motion seconded by Alderman Bennett and unanimously carried to approve the Fiscal Year 2016-2017 Water/Sewer Budget Amendment, as follows:

Minutes of July 18, 2017
Mayor and Board of Aldermen

Comptroller's Office

Memo

To: Becky Schruff, City Clerk
From: Kini Gonsoulin, Comptroller
Date: 7/14/2017
Re: budget amendment

Please find attached budget amendment request for the Water/Sewer Fund.

This request is to budget \$15,686 received from State Farm for damage caused by Walker Construction to a 8" gravity sewer line. Repairs have been made.

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

Minutes of July 18, 2017
Mayor and Board of Aldermen

City of Long Beach
Budget Amendment Request

Fund Name	Water/Sewer	Date				
Department #	825	Budget Entry #		7/18/2017		
Department Name	Sewer Operations					
			Original Budget	Prior Amendments	This Amendment	Revised Budget
Contractual Fees 825-620900			3,000	16,408	15,686	35,094
Insurance Proceeds 400-580800			-	-	15,686	-

To budget funds received as reimbursement for damages.

Amendment #17

Alderman Griffin made motion seconded by Alderman Lishen and unanimously carried acknowledging receipt of the June, 2017, Revenue/Expense Report.

Alderman Frazer made motion seconded by Alderman Parker and unanimously carried acknowledging receipt of the Fiscal Year 2015-2016 Audit Report.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to schedule a public hearing, Tuesday, August 15, 2017, at 5:00 p.m.,

**Minutes of July 18, 2017
Mayor and Board of Aldermen**

City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not certain properties situated in the City of Long Beach are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; said properties are as follows:

- 104 East 5th Street – Assessed to Bryan Pittari and Jane Montalto;
- 407 Jeff Davis Avenue – Assessed to Bryan Pittari and Jane Montalto.

The Mayor recognized the City Attorney for his report and official action was taken, as follows:

- Attorney Simpson reported that Sherwood R. Bailey, Jr., Vice Chairman/Executive Director, Cruisin' the Coast®, returned the amended Memorandum of Understanding approved by the Mayor and Board of Aldermen at the recess meeting duly held and convened on July 5, 2017, with minor corrections to the document, initialed by Mr. Bailey; he recommended approval of those corrections. Based upon the recommendation of the City Attorney, Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to approve the minor corrections, authorizing the Mayor to initial the changes and return the corrected document to Mr. Bailey.

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

WORK SESSION MINUTES
MAYOR AND BOARD OF ALDERMEN
LONG BEACH, MS

DATE: JULY 24, 2017
CITY HALL MEETING ROOM
201 JEFF DAVIS AVENUE
LONG BEACH, MISSISSIPPI 39560
5:00 O'CLOCK P.M.

PRESENT: Mayor George L. Bass, Aldermen Donald Frazer, Bernie Parker, Kelly Griffin, Timothy McCaffrey, Jr., Mark E. Lishen, and Patricia Bennett.

ABSENT: Alderman Ronald Robertson.

Also in attendance were the department heads, department representatives and the city comptroller.

NOTICE: Posted Long Beach City Hall, Water Department, Building Office, 201 Jeff Davis Avenue; Long Beach Public Library, 209 Jeff Davis Avenue; City of Long Beach Official Website; and sent via e-mail to agenda distribution list, as follows: