

**Minutes of September 1, 2020  
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET  
RECESS MEETING OF SEPTEMBER 1, 2020  
THE MAYOR AND BOARD OF ALDERMEN  
THE CITY OF LONG BEACH, MISSISSIPPI  
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.  
\*\*\*\*\***

- I. CALL TO ORDER**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. ROLL CALL AND ESTABLISH QUORUM**
- IV. PUBLIC HEARINGS**
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VII. APPROVE MINUTES:**
  - 1. MAYOR AND BOARD OF ALDERMEN**
    - a. August 18, 2020 Regular & Executive Session
  - 2. PLANNING & DEVELOPMENT COMMISSION**
    - a. August 27, 2020 Regular
  - 3. PORT COMMISSION**
    - a. August 20, 2020 Regular
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):**
  - 1. 090120**
- IX. UNFINISHED BUSINESS**
- X. NEW BUSINESS**
  - 1. Resolution – Adopting Municipal Budget Fiscal Year 2021**
  - 2. Resolution – Setting Millage Rate Fiscal Year 2021**
  - 3. Holiday Schedule Fiscal Year 2021**
  - 4. Employee Benefit Package Renewal Fiscal Year 2021**
  - 5. Ratify Proclamation of Civil Emergency; TS Marco & TS Laura**
  - 6. Permission for Rotary Club to Operate Food & Beverage Concessions @ Harbor**
  - 7. Assess Fees – Boat Owners Who Didn't Evacuate Harbor – Alderman Frazer**
  - 8. Order – Granting Franchise to Mississippi Power**
- XI. DEPARTMENTAL BUSINESS**
  - 1. MAYOR'S OFFICE**
  - 2. PERSONNEL**
    - a. Adopt Civil Service Position and Wage Classification Scale
    - b. Fire Dept. – Promotion (1)
    - c. Police Dept. – New Hire (1)
  - 3. CITY CLERK**
    - a. Budget Amendment FY 20 - Library
  - 4. FIRE DEPARTMENT**
  - 5. POLICE DEPARTMENT**
  - 6. ENGINEERING**
    - a. Consultant Selection – Beatline Parkway Environmental Study; Pickering Firm
    - b. Contract – Engineering Joyce Basin Drainage – Pickering Firm
  - 7. PUBLIC WORKS**
  - 8. RECREATION**
  - 9. DERELICT PROPERTIES**
    - a. Update 108 Park Row Condemnation – Alderman Frazer
- 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, 2020, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Ronald Robertson, Bernie Parker, Kelly Griffin, Timothy McCaffrey, Jr., Mark E. Lishen, Deputy City Clerk Kini Gonsoulin, and City Attorney Stephen B. Simpson, Esq.

Absent the meeting was Alderman Patricia Bennett.

**Minutes of September 1, 2020  
Mayor and Board of Aldermen**

City Attorney Stephen B. Simpson, Esq. arrived later in the course of this meeting.

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

\*\*\*\*\*

Alderman Griffin announced her resignation from the Board of Aldermen effective immediately, whereupon Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to accept her letter of resignation with regret, as follows:

## City of Long Beach

**BOARD OF ALDERMEN**

Donald Frazer - At-Large  
Ron Robertson - Ward 1  
Bernie Parker - Ward 2  
Kelly Griffin - Ward 3  
Timothy McCaffrey - Ward 4  
Mark E. Lishen - Ward 5  
Tricia Bennett - Ward 6



GEORGE BASS  
MAYOR

September 1, 2020

Attn: Mayor George Bass  
City of Long Beach  
201 Jeff Davis Ave  
Long Beach, Mississippi 39560

Dear Mayor Bass and Long Beach Board of Alderman,

It is with a heavy heart that I write this letter informing the Board of my resignation as Alderwoman of Ward 3. Like the rest of 2020, resigning from something I love was not a part of my plan. My family was presented an opportunity that requires us to move out of Ward 3 and I'm elated for this new chapter of our lives.

Being an Alderwoman in Long Beach was an absolute privilege and I was humbled and honored to represent Ward 3 for almost 8 years. Being a public servant was a dream of mine and I will remain a part of the Long Beach community. Even though I may not be an elected city official, I am still an active Long Beach citizen and will strive to do my part to promote our wonderful City and remain involved.

To the citizens in Ward 3, thank you for trusting me to be your representative. Being Alderwoman for Ward 3 has brought me so much joy and deep understanding of our wonderful City. I am grateful I had the opportunity to work for a place that I love, and I was only able to do that because of you. Sincerely, I am so grateful for the many years I've spent voicing the concerns of Ward 3 and it will always be near and dear to me.

In closing, I want to thank Mayor Bass and my fellow alderman for the tireless years we've spent together working towards the betterment of the City of Long Beach. I was proud to work alongside each of you and relish in what we've accomplished together. I am always a phone call or text away and will see you all often.

Most Sincerely,

Kelly Griffin

201 Jeff Davis • P.O. Box 929 • Long Beach, MS 39560 • 863-1556 • FAX 865-08222  
www.cityoflongbeachms.com

Alderman Griffin left the meeting.

# Minutes of September 1, 2020 Mayor and Board of Aldermen

\*\*\*\*\*

### RESOLUTION AND ORDER FOR AN ELECTION

A vacancy having occurred on the Board of Aldermen, Ward 3, of the City of Long Beach, Mississippi by virtue of a resignation on September 1, 2020.

**IT IS HEREBY ORDERED THAT:**

Pursuant to Mississippi Code Annotated Section 23-15-857, on the 13<sup>th</sup> day of October, a Special Municipal Election will be held in the City of Long Beach, Harrison County, Mississippi, for the purpose of electing an Alderman to fill the vacancy left as a result of the resignation of one of the duly elected and acting members of the Board of Aldermen of the City of Long Beach, Mississippi.

**IT IS FURTHER ORDERED THAT:**

Each candidate for the said office is required by law to qualify by 5:00 p.m. at least twenty (20) days prior to the date set for the said election. Each candidate shall qualify by Petition filed with the City Clerk, which Petition shall be signed by not less than fifty (50) qualified electors of said Ward. No qualifying fee shall be required of any candidate.

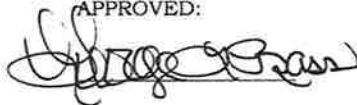
If no candidate of said Ward in said election receives a majority of the votes cast therein, the two candidates receiving the highest number of votes shall have their names placed on the ballot for a run-off election to be held two (2) weeks, thereafter.

This question being put to a roll call vote by the Mayor, the result was as follows:

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

**SO RESOLVED, ORDERED, AND DIRECTED** by the affirmative unanimous vote by the Mayor and the Board of Aldermen of the City of Long Beach, Mississippi, on this the 1<sup>st</sup> day of September, 2020.

APPROVED:



George L. Bass, Mayor

ATTEST:



Stacey Dahl, City Clerk

\*\*\*\*\*

**Minutes of September 1, 2020  
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman Robertson and unanimously carried to add item #9 Non-Conforming Properties under X. New Business.

\*\*\*\*\*

Alderman Robertson made motion seconded by Alderman McCaffrey and unanimously carried to approve the Regular and Executive Session minutes of the Mayor and Board of Aldermen dated August 18, 2020, as submitted.

\*\*\*\*\*

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated August 27, 2020, as submitted.

\*

\*

Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to set a public hearing for a Zone Map Change – PUD Zoning submitted by Long Beach LLC, Charles Gant for 5:00 p.m., Tuesday October 6, 2020.

\*\*\*\*\*

Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to approve the Regular minutes of the Port Commission dated August 20, 2020, as submitted.

\*\*\*\*\*

Alderman Robertson made motion seconded by Alderman McCaffrey and unanimously carried to approve the payment of invoices listed in Docket of Claims number 090120.

\*\*\*\*\*

## Minutes of September 1, 2020 Mayor and Board of Aldermen

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, 2020 and ending September 30, 2021, and for related purposes. After a discussion of the subject, Alderman McCaffrey 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, 2020, AND ENDING ON SEPTEMBER 30, 2021; 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, 2020 and ending September 30, 2021; 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 16<sup>th</sup> day of June, 2020, 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, 2020, and ending September 30, 2021; 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 18, 2020, 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 7, 2020, and August 14, 2020 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 20, 2020, 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 1<sup>st</sup> day of September, 2020, 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, 2020, and ending September 30,

## Minutes of September 1, 2020 Mayor and Board of Aldermen

2021, 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, 2020, 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, 2020, through September 30, 2021.

**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, 2020, 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

**Minutes of September 1, 2020  
Mayor and Board of Aldermen**

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

Alderman Ronald Robertson	voted	Aye
Alderman Patricia Bennett	voted	Absent, not voting
Alderman Donald Frazer	voted	Aye
Alderman Mark E. Lishen	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Kelly Griffin	voted	Resigned, not voting
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 1<sup>st</sup> day of September, 2020.

APPROVED:

  
GEORGE L. BASS

ATTEST:

  
STACEY DAHL, CITY CLERK

**Minutes of September 1, 2020**  
**Mayor and Board of Aldermen**

Exhibit A								
City of Long Beach, Mississippi - Adopted Municipal Budget								
Fiscal year 2020-2021								
<b>Revenues</b>								
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	164,987							164,987
Property Tax	4,511,360	162,017						4,673,377
Lot Clean Up	5,000							5,000
Personal Property Taxes	184,071	6,901						190,972
Public Utility Taxes	237,056	8,888						245,944
Automobile Tags	1,008,393	37,807						1,046,200
Mobile Home								-
Prior Year	35,000	1,445						36,445
Payments in Lieu of Taxes	8,000							8,000
Penalties & Interest	85,000							85,000
Sales Tax	1,475,000			23,000	26,000			1,524,000
Sales Tax Diversion	100,000							100,000
Privilege Licenses	25,000							25,000
Building Permits	110,000							110,000
Plumbing Permits	30,000							30,000
Electrical Permits	20,000							20,000
Contractors Permits	2,000							2,000
Permits - Variance	5,000							5,000
Permits - Other	3,000							3,000
Home Occupancy Permits	1,000							1,000
Franchise Fees	700,000							700,000
Police Grants	50,000							50,000
Federal Fire Grants	-							-
School Resource Officer	100,972							100,972
Library Insurance Grant	23,000							23,000
Fines/Forfeits	450,000							450,000
Library Fines	6,000							6,000
Maintenance Fec	-							-
Vehicle Usage	5,000							5,000
State Municipal Aid	7,400							7,400
ABC License	18,000							18,000
Fire Rebate	85,000	36,760						121,760
DPS Grant	15,000							15,000
Fuel Tax	10,000							10,000
Homestead Reimbursement	180,000	4,618						184,618
Police Academy	10,000							10,000
County Road Tax	70,000							70,000
County Rail Tax	3,000							3,000
Maps/Copies	200							200
Zoning Fees	1,000							1,000
User Fees	6,000							6,000
Summer Rec Program	10,000							10,000
Senior Nutrition	9,000							9,000
Senior Crafts	8,000							8,000
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	8,000							8,000
Rents	12,000							12,000
Interest Earned	180,000							180,000
Other Revenue	24,000			25,000				49,000
Credit Card Fees	1,500							1,500
Loan Proceeds								-
Cemetery Lots	15,000							15,000
Dockage Fees					295,000			295,000
Rents (Land Leases)					75,000			75,000
Store Sales					1,000			1,000
Delinquent Charges				115,000	4,000			119,000
Contingency				165,000				165,000
Water Charges				1,400,000				1,400,000
Sewer Charges				1,355,000				1,355,000
Sewer Treatment				845,000				845,000
Waste Water Debt				1,975,000				1,975,000
Solid Waste				950,000				950,000
Water Tap				30,000				30,000
Sewer Tap				40,000				40,000
Bond Proceeds								-
<b>Total Revenues</b>	<b>10,354,241</b>	<b>258,436</b>	<b>-</b>	<b>6,938,235</b>	<b>401,000</b>	<b>-</b>	<b>-</b>	<b>17,951,912</b>



## Minutes of September 1, 2020 Mayor and Board of Aldermen

Exhibit A						
City of Long Beach, Mississippi - Adopted Municipal Budget						
Fiscal year 2020-2021						
Expenditures	Personnel	Supplies	Other Charges/Services	Capital Outlay	Transfers Out	Total
Mayor's Office	161,886	1,900	13,350			177,136
Aldermen	90,700		4,500			95,200
Municipal Court	250,577	7,500	222,820			480,897
Legal			12,000			12,000
General Administration	190,781	5,500	4,800	1,000		202,081
Municipal Operations		36,800	1,082,600			1,119,400
Police Dept	3,043,714	283,400	267,552	155,110		3,749,776
Fire	2,382,752	102,400	70,000			2,555,152
Streets & Drainage		141,400	754,205			895,605
Vehicle Maintenance		6,800				6,800
Parks & Cemeteries		4,325				4,325
Library	264,996	28,600	32,800			326,396
Senior Citizens	93,339	43,850	2,400			139,589
Recreation	240,407	63,460	57,321			361,188
Planning & Zoning	160,036	8,100	21,800	2,000		191,936
<b>Total General Fund</b>	<b>6,879,188</b>	<b>734,035</b>	<b>2,546,148</b>	<b>158,110</b>	-	<b>10,317,481</b>
<b>Enterprise Funds</b>						
Water/Sewer Operation & Maintenance	98,468	804,252	5,349,234	290,475		6,542,429
Port/Harbor	276,435	7,400	116,802			400,637
<b>Total Enterprise Funds</b>	<b>374,903</b>	<b>811,652</b>	<b>5,466,036</b>	<b>290,475</b>	-	<b>6,943,066</b>
<b>Capital Improvement Fund</b>						
Drainage Projects						
<b>Total Capital Improvement Funds</b>						
<b>Capital Improvement Funds - Special Revenue</b>						
Capital Improvement - Mittal Steel Escrow						
Capital Improvement - W/S Infrastructure						
Capital Improvement - Developers Proceeds						
<b>Total Special Revenue</b>						
<b>Debt Service Funds</b>						
			Fees	Principal	Interest	Total
Municipal			1,200	232,799	22,924	256,923
Water/Sewer				69,147	1,099	70,246
<b>Total Debt Service Funds</b>			<b>1,200</b>	<b>301,946</b>	<b>24,023</b>	<b>327,169</b>
<b>Total Expenditures</b>						<b>\$ 17,587,716</b>

\*\*\*\*\*

## Minutes of September 1, 2020 Mayor and Board of Aldermen

The Mayor and Board of Aldermen took up for consideration the matter of providing for the levy of ad valorem taxes for the City of Long Beach, Mississippi, and for the Long Beach Public School District. After a discussion of the subject, Alderman Robertson 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, 2020, 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.

## Minutes of September 1, 2020 Mayor and Board of Aldermen

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 107.65 mills be, and the same is hereby made, fixed and levied and declared for the year, 2020-2021, upon each dollar of assessed valuation of all taxable property as of January 1, 2020, 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, 2020, 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, 2020-2021 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 1, 2020 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 1<sup>st</sup> day of January, 2020, 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.

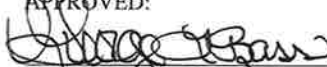
SECTION 5. EFFECTIVE DATE

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

Alderman Ronald Robertson	voted	Aye
Alderman Patricia Bennett	voted	Absent, not voting
Alderman Donald Frazer	voted	Aye
Alderman Mark E. Lishen	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Kelly Griffin	voted	Resigned, not voting
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 1<sup>st</sup> day of September, 2020.

APPROVED:  
  
\_\_\_\_\_  
GEORGE L. BASS, MAYOR

ATTEST:

  
\_\_\_\_\_  
STACEY DAHL, CITY CLERK

\*\*\*\*\*

Minutes of September 1, 2020  
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to approve the following Holiday Schedule for Fiscal Year 2021:

HOLIDAY SCHEDULE \*

2020

Wednesday, November 11 <sup>th</sup>	Closed-Veteran's Day
Wednesday, November 25 <sup>th</sup>	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 26 <sup>th</sup>	Closed-Thanksgiving Holidays
Friday, November 27 <sup>th</sup>	Closed-Thanksgiving Holidays
Thursday, December 24 <sup>th</sup>	Closed-Christmas Holidays
Friday, December 25 <sup>th</sup>	Closed-Christmas Holidays
Thursday, December 31 <sup>st</sup>	Close Noon ( <u>ALL</u> administrative employees taking off at noon <u>MUST</u> utilize leave or remain at work for their normal workday)

2021

Friday, January 1 <sup>st</sup>	Closed-New Year's Holiday
Monday, January 18 <sup>th</sup>	Closed-Martin Luther King's and Robert E. Lee's Birthday
Monday, February 15 <sup>th</sup>	Closed-President's Day
Monday, April 26 <sup>th</sup>	Closed-Confederate Memorial Day
Monday, May 24 <sup>th</sup>	Closed-Memorial Day
Monday, July 5 <sup>th</sup>	Closed-Independence Day
Monday, September 6 <sup>th</sup>	Closed-Labor Day
Thursday, November 11 <sup>th</sup>	Closed-Veteran's Day
Wednesday, November 24 <sup>th</sup>	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 <sup>th</sup>	Closed-Thanksgiving Holidays
Friday, November 26 <sup>th</sup>	Closed-Thanksgiving Holidays
Friday, December 24 <sup>th</sup>	Closed-Christmas Holidays
Monday, December 27 <sup>th</sup>	Closed-Christmas Holidays
Friday, December 31 <sup>st</sup>	Close Noon ( <u>ALL</u> administrative employees taking off at noon <u>MUST</u> utilize leave or remain at work for their normal workday)

2022

Monday, January 3 <sup>rd</sup>	Closed-New Year's Holiday
---------------------------------	---------------------------

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

MBOA 09/01/2020

\*\*\*\*\*

Minutes of September 1, 2020  
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Robertson and  
unanimously carried to approve the following recommendation from the Insurance  
Committee regarding Employee Benefits for Fiscal Year 2021:

City of Long Beach

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



GEORGE L. BASS  
MAYOR

CITY CLERK  
TAX COLLECTOR  
Stacey Dahl

CITY ATTORNEY  
James C. Simpson, Jr.

August 25, 2020

RE: Employee Insurance Benefit Package FY 20/21

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 2020/2021.

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

\*\*\*\*\*

**Minutes of September 1, 2020  
Mayor and Board of Aldermen**

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to ratify the following Proclamations of Civil Emergency for Tropical Storms Marco and Laura:

**City of Long Beach**

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



GEORGE L. BASS  
MAYOR

CITY CLERK  
TAX COLLECTOR  
Stacey Dahl

CITY ATTORNEY  
James C. Simpson, Jr.

OFFICE OF THE MAYOR

CITY OF LONG BEACH, MISSISSIPPI

PROCLAMATION OF A CIVIL EMERGENCY

WHEREAS, the undersigned Mayor of the City of Long Beach, Mississippi, as Chief Administrative Officer of said City, does now find, determine and adjudicate, that conditions of extreme peril to the public health and safety of the citizens and property in the City of Long Beach, Mississippi, do now exist, caused by torrential rain, flooding, wind and storm surge damage and other related disastrous consequences created by Tropical Storm Marco on or about August 24, 2020; and said conditions warrant the proclamation of a civil emergency as defined in §45-17-1 of the Mississippi Code, Annotated; now therefore

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

This the 23<sup>rd</sup> day of August, 2020, Long Beach, Harrison County, Mississippi.



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

ATTEST:

Stacey Dahl, City Clerk

Minutes of September 1, 2020  
Mayor and Board of Aldermen

City of Long Beach

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



GEORGE L. BASS  
MAYOR

CITY CLERK  
TAX COLLECTOR  
Stacey Dahl

CITY ATTORNEY  
James C. Simpson, Jr.

OFFICE OF THE MAYOR

CITY OF LONG BEACH, MISSISSIPPI

PROCLAMATION OF A CIVIL EMERGENCY

WHEREAS, the undersigned Mayor of the City of Long Beach, Mississippi, as Chief Administrative Officer of said City, does now find, determine and adjudicate, that conditions of extreme peril to the public health and safety of the citizens and property in the City of Long Beach, Mississippi, do now exist, caused by torrential rain, flooding, wind and storm surge damage and other related disastrous consequences created by Tropical Storm Laura, anticipated to become Hurricane Laura by landfall on or about August 26, 2020; and said conditions warrant the proclamation of a civil emergency as defined in §45-17-1 of the Mississippi Code, Annotated; now therefore

IT IS HEREBY PROCLAIMED, that a civil emergency is hereby deemed to exist within the City of Long Beach, Mississippi, as of the date hereof, until its termination is further proclaimed by the undersigned Mayor of the City of Long Beach, Mississippi. This the 23<sup>rd</sup> day of August, 2020, Long Beach, Harrison County, Mississippi.



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

ATTEST:

  
Stacey Dahl, City Clerk

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

\*\*\*\*\*



**Minutes of September 1, 2020  
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to grant permission to operate food and beverage concessions (to include beer) at Long Beach Harbor during Cruisin' the Coast event to the Rotary Club of Edgewater Mississippi, Inc., and authorize the Mayor to execute the following letter:

**City of Long Beach**

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



GEORGE L. BASS  
MAYOR

CITY CLERK  
TAX COLLECTOR  
Stacey Dahl

CITY ATTORNEY  
James C. Simpson, Jr.

August 26, 2020

Stephen O. Theobald, Treasurer  
Rotary Club of Edgewater Mississippi, Inc.  
P. O. Box 4955  
Biloxi, MS 39535

Dear Mr. Theobald,

This letter is to grant permission to the Rotary Club of Edgewater Mississippi, Inc., to utilize the Long Beach Harbor area for operation of food and beverage concessions. This does include beer sales on city owned property at the Long Beach Harbor area, located at 203 East Beach Boulevard. Providing the proper permits have been secured, the event will occur on Monday, October 5, 2020, commencing at 4:30 p.m. and concluding at 9:30 p.m.

As always, the City of Long Beach welcomes the Rotary Club of Edgewater Mississippi, Inc. for this major event. We look forward to this occasion yearly and welcome all visitors to our unique City.

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

Sincerely,

George L. Bass  
Mayor, City of Long Beach

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

\*\*\*\*\*

There came on for discussion assessing fees to boat owners who did not evacuate the harbor during a declared State of Emergency, whereupon Alderman Frazer made motion seconded by Alderman Robertson and unanimously carried to direct the Harbor

Minutes of September 1, 2020  
Mayor and Board of Aldermen

Master and Police Chief to follow through, using their discretion, with citing said boat owners.

\*\*\*\*\*

ORDER

The acceptance of Mississippi Power Company of the terms of a franchise granted to it by an ordinance of the Municipality of Long Beach, Mississippi, entitled: "AN ORDINANCE GRANTING A NON-EXCLUSIVE ELECTRIC FRANCHISE TO MISSISSIPPI POWER COMPANY, ITS SUCCESSORS, AND ASSIGNS IN THE MUNICIPALITY OF LONG BEACH, MISSISSIPPI," having been duly executed by Mississippi Power Company and duly filed with the Clerk of the Municipality of Long Beach, was presented to the meeting of the Board of Aldermen on this the 1<sup>st</sup> day of September, 2020, and the Board of Aldermen hereby orders the franchise ordinance so granted and accepted be spread upon the Ordinance Book of the Municipality of Long Beach, Mississippi. Order and Acceptance of Franchise

The above and foregoing Order and Acceptance of Franchise having been introduced in writing, was first read and considered section by section and then as a whole. Alderman McCaffrey moved its adoption, seconded by Alderman Parker and the question being put to a roll call vote by the Mayor, the result was as follows:

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

The above and foregoing Order and Acceptance of Franchise, having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the same carried and adopted, this the 1<sup>st</sup> day of September, 2020

-SEAL-



APPROVED:  
*George L. Bass*  
GEORGE L. BASS, MAYOR

ATTEST:

*Stacey Dahl*  
STACEY DAHL, CITY CLERK

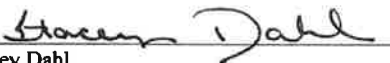
FF10-1

**Minutes of September 1, 2020  
Mayor and Board of Aldermen**

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

I, Stacey Dahl, Clerk of the Municipality of Long Beach, Mississippi, hereby certify that the attached and foregoing is a true and correct copy of an order of the Board of Aldermen of the Municipality of Long Beach, Mississippi, recorded in Minute Book 93, at pages \_\_\_\_\_, entering upon the Ordinance Book of the Municipality of Long Beach an electric franchise granted to Mississippi Power Company, recorded in Ordinance Book \_\_\_\_\_, pages \_\_\_\_\_, on file in my office.

WITNESS my signature this the 1 day of Sept, 2020.

  
Stacey Dahl  
Clerk, Municipality of Long Beach, Mississippi

Minutes of September 1, 2020  
Mayor and Board of Aldermen

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

ACCEPTANCE OF FRANCHISE

Mississippi Power Company, the grantee of an electric franchise as contained in an ordinance of the Municipality of Long Beach, Mississippi, approved on the 1<sup>st</sup> day of July, 2020, and on this the 26<sup>th</sup> day of August, 2020, files with the Clerk this its written acceptance of the ordinance and franchise so granted.

MISSISSIPPI POWER COMPANY

By: [Signature]  
Jeffrey A. Stone  
Vice-President and Corporate Secretary

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

I, Stacey Dahl, Clerk of the Municipality of Long Beach, Mississippi, hereby certify that the foregoing written acceptance of Mississippi Power Company has been recorded in Minute Book 93 at pages \_\_\_\_\_, on file in my office.

WITNESS my signature this the 1 day of Sept, 2020.

[Signature]  
Stacey Dahl  
Clerk, Municipality of Long Beach, Mississippi

FF9-1  
9050311.1

\*\*\*\*\*

City Attorney Simpson was preliminarily absent, and arrived at this time.

\*\*\*\*\*

There came on for discussion Non-Conforming Properties, whereupon Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to direct the Planning & Development Commission to consider possible revitalization of non-conforming lots and identify ways to keep them from being used for illegal zoning purposes or becoming derelict.

\*\*\*\*\*

**Minutes of September 1, 2020  
Mayor and Board of Aldermen**

Under the Mayor's Report, it came on for discussion changes made to the Special Event Policy and pre-disaster bids for debris removal, neither of which required action at this time.

\*\*\*\*\*

Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to approve the following Civil Service Position and Wage Classification Scale:

**City of Long Beach**

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



GEORGE L. BASS  
MAYOR

CITY CLERK  
TAX COLLECTOR  
Stacey Dahl

CITY ATTORNEY  
James C. Simpson, Jr.

Attached, please find Civil Service Position and Wage Classification Scale effective October 1, 2020.

The Long Beach Civil Service Commission approved the attached Scale at their meeting of August 13, 2020, requesting it be forwarded to the Board of Aldermen for approval.

Changes to the Scale are notated in yellow and are, as follows:

PS-3 Dispatcher 1rst Class Pay/Step Scale

And

Two (2) positions added under CSA-9, Building Official and Community Affairs Director

Upon your approval of the attached scale, the actions will be implemented on October 1, 2020.

Sincerely,

Stacey Dahl, City Clerk

## Minutes of September 1, 2020 Mayor and Board of Aldermen

CIVIL SERVICE POSITION AND WAGE CLASSIFICATION  
AS OF OCTOBER 1, 2020

EFF 10/01/2020	GRADE POSITION	TITLE	AMT. STEP INC.	BASIC ONE YEAR	STEP I EIGHTEEN MONTHS	STEP II EIGHTEEN MONTHS	STEP III EIGHTEEN MONTHS	STEP IV ONE YEAR	STEP V ONE YEAR	STEP VI ONE YEAR	STEP VII ONE YEAR	STEP VIII ONE YEAR	STEP IX ONE YEAR	STEP X ONE YEAR	STEP XI ONE YEAR	STEP XII ONE YEAR	
	FS-5	FireFighter	Recruit	\$30,000.00	6 Months												
	FS-7	FireFighter	2nd Class	\$30,500.00	12 months												
	FS-9	FireFighter	1st Class	\$800	\$31,008.00	\$31,808.00	\$32,608.00	\$33,408.00	\$34,208.00	\$35,008.00	\$35,808.00	\$36,608.00	\$37,408.00	\$38,208.00	\$39,006.00	\$39,808.00	\$40,608.00
	FS-10	Driver/Operator	Fire Dept	\$800	\$32,363.00	\$33,163.00	\$33,963.00	\$34,763.00	\$35,563.00	\$36,363.00	\$37,163.00	\$37,963.00	\$38,763.00	\$39,563.00	\$40,363.00	\$41,163.00	\$41,963.00
	FS-12	Lieutenant	Fire Dept	\$800	\$34,341.00	\$35,141.00	\$35,941.00	\$36,741.00	\$37,541.00	\$38,341.00	\$39,141.00	\$39,941.00	\$40,741.00	\$41,541.00	\$42,341.00	\$43,141.00	\$43,941.00
	FS-13	Battalion Chief	Fire Dept	\$1,200	\$37,845.00	\$39,046.00	\$40,246.00	\$41,446.00	\$42,646.00	\$43,846.00	\$45,046.00	\$46,246.00	\$47,446.00	\$48,646.00	\$49,846.00	\$51,046.00	\$52,246.00
	FSA-12	Inspector/Training	Lieutenant	\$1,200	\$35,420.00	\$36,620.00	\$37,820.00	\$39,020.00	\$40,220.00	\$41,420.00	\$42,620.00	\$43,820.00	\$45,020.00	\$46,220.00	\$47,420.00	\$48,620.00	\$49,820.00
	FSA-13	Inspector/Training	Batt Chief	\$1,200	\$38,746.00	\$39,946.00	\$41,146.00	\$42,346.00	\$43,546.00	\$44,746.00	\$45,946.00	\$47,146.00	\$48,346.00	\$49,546.00	\$50,746.00	\$51,946.00	\$53,146.00
	FSA-15	Assistant Chief	Fire Dept	\$1,200	\$41,518.00	\$42,718.00	\$43,918.00	\$45,118.00	\$46,318.00	\$47,518.00	\$48,718.00	\$49,918.00	\$51,118.00	\$52,318.00	\$53,518.00	\$54,718.00	\$55,918.00
	FSA-16	Chief	Fire Dept	\$1,200	\$55,750.00	\$56,950.00	\$58,150.00	\$59,350.00	\$60,550.00	\$61,750.00	\$62,950.00	\$64,150.00	\$65,350.00	\$66,550.00	\$67,750.00	\$68,950.00	\$70,150.00

AFTER STEP X RAISES WILL BE CALCULATED AT THE INCREASE FROM IX TO X EVERY YEAR

FIRE SERVICE (FS)

CIVIL SERVICE POSITION AND WAGE CLASSIFICATION  
AS OF OCTOBER 1, 2020

EFF 10/01/2020	GRADE POSITION	TITLE	BASIC ONE YEAR	STEP I EIGHTEEN MONTHS	STEP II EIGHTEEN MONTHS	STEP III EIGHTEEN MONTHS	STEP IV ONE YEAR	STEP V ONE YEAR	STEP VI ONE YEAR	STEP VII ONE YEAR	STEP VIII ONE YEAR	STEP IX ONE YEAR	STEP X ONE YEAR	
	PS-1	Dispatch	Recruit	\$24,614.00	Six Months									
	PS-2	Dispatch	2nd Class	\$25,198.00	Six Months									
	PS-3	Dispatch	1st Class	\$27,000.00	\$27,600.00	\$28,200.00	\$28,800.00	\$29,400.00	\$30,000.00	\$30,600.00	\$31,200.00	\$31,800.00	\$32,400.00	\$33,000.00
	PS-4	Dispatch	Asst Supv	\$28,012.00	\$28,372.00	\$28,733.00	\$29,093.00	\$29,453.00	\$29,814.00	\$30,174.00	\$30,534.00	\$30,877.00	\$31,221.00	\$31,619.00
	PS-5	Police Officer	Recruit	\$32,000.00										
	PS-6	Animal Control	Officer	\$28,372.00	\$28,733.00	\$29,093.00	\$29,453.00	\$29,814.00	\$30,174.00	\$30,534.00	\$30,877.00	\$31,221.00	\$31,564.00	\$32,031.00
	PS-7	Police Officer	2nd Class	\$32,500.00										
	PS-8	Dispatch	Supervisor	\$28,733.00	\$29,093.00	\$29,453.00	\$29,814.00	\$30,174.00	\$30,534.00	\$30,895.00	\$31,248.00	\$31,591.00	\$31,934.00	\$32,305.00
	PS-9	Police Officer	1st Class Warrant Off	\$33,000.00	\$33,800.00	\$34,600.00	\$35,400.00	\$36,200.00	\$37,000.00	\$37,800.00	\$38,600.00	\$39,400.00	\$40,200.00	\$41,000.00
	PS-10	Corporal	Fire Dept	\$33,300.00	\$34,100.00	\$34,900.00	\$35,700.00	\$36,500.00	\$37,300.00	\$38,100.00	\$38,900.00	\$39,700.00	\$40,500.00	\$41,300.00
	PS-11	Sergeant	Police Dept	\$35,000.00	\$35,800.00	\$36,600.00	\$37,400.00	\$38,200.00	\$39,000.00	\$39,800.00	\$40,600.00	\$41,400.00	\$42,200.00	\$43,000.00
	PS-12	Lieutenant	Police Dept	\$36,000.00	\$36,800.00	\$37,600.00	\$38,400.00	\$39,200.00	\$40,000.00	\$40,800.00	\$41,600.00	\$42,400.00	\$43,200.00	\$44,000.00
	PS-13	Captain	Police Dept	\$37,000.00	\$37,800.00	\$38,600.00	\$39,400.00	\$40,200.00	\$41,000.00	\$41,800.00	\$42,600.00	\$43,400.00	\$44,200.00	\$45,000.00
	PSA-10	Detective	Police Dept	\$35,000.00	\$35,800.00	\$36,600.00	\$37,400.00	\$38,200.00	\$39,000.00	\$39,800.00	\$40,600.00	\$41,400.00	\$42,200.00	\$43,000.00
	PSA-11	Admin Det-Sgt	Police Dept	\$35,700.00	\$36,500.00	\$37,300.00	\$38,100.00	\$38,900.00	\$39,700.00	\$40,500.00	\$41,300.00	\$42,100.00	\$42,900.00	\$43,700.00
	PSA-12	Admin Lieut	Police Dept	\$36,000.00	\$37,200.00	\$38,400.00	\$39,600.00	\$40,800.00	\$42,000.00	\$43,200.00	\$44,400.00	\$45,600.00	\$46,800.00	\$48,000.00
	PSA-13	Admin Capt.	Police Dept	\$37,000.00	\$38,200.00	\$39,400.00	\$40,600.00	\$41,800.00	\$43,000.00	\$44,200.00	\$45,400.00	\$46,600.00	\$47,800.00	\$49,000.00

AFTER STEP X RAISES WILL BE CALCULATED AT THE INCREASE FROM IX TO X EVERY YEAR

CIVIL SERVICE POSITION AND WAGE CLASSIFICATION  
AS OF OCTOBER 1, 2020

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

AFTER STEP X RAISES WILL BE CALCULATED AT THE INCREASE FROM IX TO X EVERY YEAR

## Minutes of September 1, 2020 Mayor and Board of Aldermen

CIVIL SERVICE POSITION AND WAGE CLASSIFICATION  
AS OF OCTOBER 1, 2020

EFF 10/01/2020			BASIC ONE YEAR	STEP I EIGHTEEN YEAR	STEP II EIGHTEEN MONTHS	STEP III EIGHTEEN MONTHS	STEP IV ONE YEAR	STEP V ONE YEAR	STEP VI ONE YEAR	STEP VII ONE YEAR	STEP VIII ONE YEAR	STEP IX ONE YEAR	STEP X ONE YEAR
GRADE	POSITION	TITLE											
CSA-1	Clerk	Typist	\$ 24,477.00	\$ 24,837.00	\$ 25,198.00	\$ 25,558.00	\$ 25,918.00	\$ 26,279.00	\$ 26,639.00	\$ 26,992.00	\$ 27,336.00	\$ 27,706.00	\$ 28,049.00
CSA-2	Clerk	Secretary	\$ 24,837.00	\$ 25,198.00	\$ 25,558.00	\$ 25,918.00	\$ 26,286.00	\$ 26,642.00	\$ 26,999.00	\$ 27,363.00	\$ 27,706.00	\$ 28,050.00	\$ 28,393.00
CSA-3	Clerk	Accounting	\$ 25,198.00	\$ 25,558.00	\$ 25,918.00	\$ 26,639.00	\$ 26,999.00	\$ 27,360.00	\$ 27,720.00	\$ 28,050.00	\$ 28,393.00	\$ 28,736.00	\$ 29,079.00
	Clerk	PD Records											
	Secretary	Police Dept											
	Zone Enforc	Bldg/Permit											
CSA-4	Clerk	Payroll	\$ 26,639.00	\$ 26,999.00	\$ 27,360.00	\$ 28,080.00	\$ 28,441.00	\$ 28,804.00	\$ 29,161.00	\$ 29,505.00	\$ 29,834.00	\$ 30,177.00	\$ 30,521.00
	Clerk	Depty Court											
	Clerk	Senior											
	Coordinator	Sr. Cit. Ctr											
	Librarian	Children											
	Librarian	Reference											
	Off Mgr	Public Wk											
	Secretary	Civil Service											
CSA-5	Clerk	Police Dept	\$ 27,360.00	\$ 27,720.00	\$ 28,080.00	\$ 28,441.00	\$ 28,801.00	\$ 29,161.00	\$ 29,522.00	\$ 29,862.00	\$ 30,205.00	\$ 30,548.00	\$ 30,932.00
	Sr. Clerk	Acct Pay											
	Librarian	Assistant											
	Ex. Sec	FD & PD											
	Evidence Clk.	Police Dept											
CSA-6	Assistant	Tx Coll	\$ 29,882.00	\$ 30,603.00	\$ 30,963.00	\$ 31,324.00	\$ 31,684.00	\$ 32,044.00	\$ 32,765.00	\$ 33,444.00	\$ 34,131.00	\$ 34,817.00	\$ 35,531.00
	Sr. Clerk	Payroll											
	Office Mngr.												
CSA-7	Clerk	Bldg Permit	\$ 32,044.00	\$ 32,824.00	\$ 33,604.00	\$ 34,384.00	\$ 35,164.00	\$ 35,944.00	\$ 36,724.00	\$ 37,504.00	\$ 38,284.00	\$ 39,064.00	\$ 39,844.00
	Super.	Vehicle Mnt											
H-15	Hbr. Mstr.	Harbor	\$ 32,696.00	\$ 33,596.00	\$ 34,496.00	\$ 35,396.00	\$ 36,296.00	\$ 37,196.00	\$ 38,096.00	\$ 38,996.00	\$ 39,896.00	\$ 40,796.00	\$ 41,696.00

CIVIL SERVICE POSITION AND WAGE CLASSIFICATION  
AS OF OCTOBER 1, 2020

			BASIC ONE YEAR	STEP I EIGHTEEN MONTHS	STEP II EIGHTEEN MONTHS	STEP III EIGHTEEN MONTHS	STEP IV ONE YEAR	STEP V ONE YEAR	STEP VI ONE YEAR	STEP VII ONE YEAR	STEP VIII ONE YEAR	STEP IX ONE YEAR	STEP X ONE YEAR
GRADE	POSITION	TITLE											
CSA-8	Director	Library	\$ 34,206.00	\$ 35,106.00	\$ 36,006.00	\$ 36,906.00	\$ 37,806.00	\$ 38,706.00	\$ 39,606.00	\$ 40,506.00	\$ 41,406.00	\$ 42,306.00	\$ 43,206.00
	Purchasing	Agent											
	Court Clerk												
CSA-9	Dep. Cty Clk	Payroll	\$ 37,089.00	\$ 38,289.00	\$ 39,489.00	\$ 40,689.00	\$ 41,889.00	\$ 43,089.00	\$ 44,289.00	\$ 45,489.00	\$ 46,689.00	\$ 47,889.00	\$ 49,089.00
	Super.	Pub Wks.											
	Super.	Wtr/Sew											
	Bldg Official	Bldg Official											
	Comm Affairs	Director											
CSA-10	City Clerk	Tax Coll	\$ 39,972.00	\$ 41,172.00	\$ 42,372.00	\$ 43,572.00	\$ 44,772.00	\$ 45,972.00	\$ 47,172.00	\$ 48,372.00	\$ 49,572.00	\$ 50,772.00	\$ 51,972.00
	Director	Pub Wks.											
	** 18 Months												
CSA-11	Finance Officer		\$ 29,869.00	\$ 30,569.00	\$ 31,469.00	\$ 32,369.00	\$ 33,269.00	\$ 34,169.00	\$ 35,069.00	\$ 35,969.00	\$ 36,869.00	\$ 37,769.00	\$ 38,669.00
	** 18 Months												

AFTER STEP X RAISES WILL BE CALCULATED AT THE INCREASE FROM IX TO X EVERY YEAR

CIVIL SERVICE POSITION AND WAGE CLASSIFICATION  
AS OF OCTOBER 1, 2020

EFF 10/01/2020			BASIC ONE YEAR	STEP I EIGHTEEN YEAR	STEP II EIGHTEEN MONTHS	STEP III EIGHTEEN MONTHS	STEP IV ONE YEAR	STEP V ONE YEAR	STEP VI ONE YEAR	STEP VII ONE YEAR	STEP VIII ONE YEAR	STEP IX ONE YEAR	STEP X ONE YEAR
GRADE	POSITION	TITLE											
CSH-1	Laborer		\$ 11.81	\$ 12.00	\$ 12.17	\$ 12.35	\$ 12.54	\$ 12.72	\$ 12.85	\$ 13.06	\$ 13.22	\$ 13.39	\$ 13.55
CSH-2	Harbor Guard		\$ 12.05	\$ 12.22	\$ 12.42	\$ 12.58	\$ 12.76	\$ 12.95	\$ 13.12	\$ 13.28	\$ 13.45	\$ 13.61	\$ 13.75
CSH-3	Electrician	Helper	\$ 12.35	\$ 12.73	\$ 12.72	\$ 12.89	\$ 13.08	\$ 13.26	\$ 13.44	\$ 13.62	\$ 13.78	\$ 13.95	\$ 14.11
	Labor	Leader											
	Maintenance	Worker											
	Maintenance	Helper											
CSH-4	Electrician	Journeyman	\$ 13.07	\$ 13.25	\$ 13.44	\$ 13.61	\$ 13.79	\$ 13.97	\$ 14.16	\$ 14.43	\$ 14.48	\$ 14.65	\$ 14.83
	Equipment operator												
	Mechanic	Journeyman											
	Mechanic	Maintenance											
	Harbor Master	Assistant											
CSH-5	Maintenance Worker	Senior	\$ 13.98	\$ 14.16	\$ 14.34	\$ 14.52	\$ 14.70	\$ 14.89	\$ 15.06	\$ 15.08	\$ 15.39	\$ 15.55	\$ 15.73
	Equipment Operator	Senior											
CSH-6	Electrician	Master	\$ 14.89	\$ 15.06	\$ 15.24	\$ 15.43	\$ 15.61	\$ 15.78	\$ 15.97	\$ 16.13	\$ 16.30	\$ 16.46	\$ 16.65
	Mechanic	Fire Dept											
CSH-7	Foreman		\$ 15.14	\$ 15.47	\$ 15.80	\$ 16.13	\$ 16.46	\$ 16.79	\$ 17.12	\$ 17.45	\$ 17.78	\$ 18.11	\$ 18.44

AFTER STEP X RAISES WILL BE CALCULATED AT THE INCREASE FROM IX TO X EVERY YEAR

## Minutes of September 1, 2020 Mayor and Board of Aldermen

CIVIL SERVICE POSITION AND WAGE CLASSIFICATION  
AS OF OCTOBER 1, 2020

EFF 10/01/2020			BASIC ONE YEAR	STEP I EIGHTEEN YEAR	STEP II EIGHTEEN MONTHS	STEP III EIGHTEEN MONTHS	STEP IV ONE YEAR	STEP V ONE YEAR	STEP VI ONE YEAR	STEP VII ONE YEAR	STEP VIII ONE YEAR	STEP IX ONE YEAR	STEP X ONE YEAR
CSU-1	Transport	Aide	\$18,989.00	\$19,349.00	\$ 19,710.00	\$20,070.00	\$20,430.00	\$ 20,791.00	\$21,151.00	\$21,583.00	\$21,872.00	\$22,232.00	\$22,593.00
CSU-2			\$19,349.00	\$19,710.00	\$ 20,070.00	\$20,430.00	\$20,791.00	\$ 21,151.00	\$21,511.00	\$21,872.00	\$22,232.00	\$22,593.00	\$22,953.00
CSU-3			\$19,710.00	\$20,070.00	\$ 20,430.00	\$20,791.00	\$21,151.00	\$ 21,511.00	\$21,872.00	\$22,232.00	\$22,593.00	\$22,953.00	\$23,162.00
CSU-4			\$20,070.00	\$20,430.00	\$ 20,791.00	\$21,151.00	\$21,511.00	\$ 21,872.00	\$22,232.00	\$22,593.00	\$22,953.00	\$23,313.00	\$23,674.00
CSU-5	Crafts	Instructor	\$20,430.00	\$20,791.00									
CSU-6			\$20,791.00	\$21,151.00	\$ 21,511.00	\$21,872.00	\$22,232.00	\$ 22,593.00	\$22,953.00	\$23,313.00	\$23,674.00	\$24,034.00	\$24,394.00
CSU-7			\$21,151.00	\$21,511.00	\$ 21,872.00	\$22,232.00	\$22,593.00	\$ 22,953.00	\$23,313.00	\$23,674.00	\$24,034.00	\$24,394.00	\$24,755.00
CSU-8			\$21,510.00	\$21,872.00	\$ 22,232.00	\$22,593.00	\$22,953.00	\$ 23,313.00	\$23,674.00	\$24,034.00	\$24,394.00	\$24,755.00	\$25,115.00
CSU-9			\$21,872.00	\$22,232.00	\$ 22,593.00	\$22,953.00	\$22,065.00	\$ 23,674.00	\$24,034.00	\$24,394.00	\$24,755.00	\$25,115.00	\$25,475.00
CSU-10	Coordinator	Recreation Fire Dept	\$39,498.00	\$39,859.00	\$ 40,219.00	\$40,580.00	\$40,940.00	\$ 41,300.00	\$41,661.00	\$42,021.00	\$42,381.00	\$42,742.00	\$43,102.00

AFTER STEP X RAISES WILL BE CALCULATED AT THE INCREASE FROM IX TO X EVERY YEAR

CIVIL SERVICE POSITION AND WAGE CLASSIFICATION  
AS OF OCTOBER 1, 2020

EFF 10/01/2020	PER MONTH								
EMT-B	\$ 50.00			YEAR					
EMT-1	\$ 75.00								
EMT-P	\$ 100.00								
ASSOCIATE DEGREE	\$ 100.00								
BA/BS DEGREE	\$ 150.00								
MA/MS DEGREE	\$ 200.00								
INCENTIVE PAY (LONGEVITY)	\$ 5.00	INCREASE PER ANNUM COMMENCING ON SECOND ANNIVERSARY AT END OF PROBATION							
FTO/CTO PROFICIENCY PAY	\$ 50.00								

\*\*\*\*\*

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

Fire Department:

- Promotion, Firefighter 1<sup>st</sup> Class Cody Carroll, FS 10-I, effective September 16, 2020

Police Department:

- New Hire, Evidence Clerk Tamra Bordelon, CSA-5-B, effective September 16, 2020

\*\*\*\*\*



Minutes of September 1, 2020  
Mayor and Board of Aldermen

Alderman Robertson made motion seconded by Alderman McCaffrey and  
unanimously carried to approve the following Budget Amendment FY 20 for the  
Library:

City of Long Beach  
Budget Amendment Request

Fund Name	<u>General Fund</u>	Date	<u>9/1/2020</u>
Department #	<u>410</u>	Budget Entry #	<u>                    </u>
Department Name	<u>Library Grants</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Operating Supplies 410-610700	-	-	3,000	3,000
Mississippi Library Commisiosn Grant			(3,000)	(3,000)
				-

Amendment to budget funds recieved from the Mississippi Library Commission to purchase new computers.

Amendment #8

\*\*\*\*\*

**Minutes of September 1, 2020  
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to select Pickering Firm, Inc. as the consultant for the Beatline Parkway Environmental Study, and authorize the Mayor to execute the following letter:

**City of Long Beach**

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



GEORGE L. BASS  
MAYOR

CITY CLERK  
TAX COLLECTOR  
Stacey Dahl

CITY ATTORNEY  
James C. Simpson, Jr.

September 1, 2020

Stephen Rone  
Consultant Services Director  
Mississippi Department of Transportation  
P.O. Box 1850  
Jackson, Mississippi 39215

REFERENCE: CONSULTANT SELECTION  
Beatline Parkway Phase I Environmental Study  
STP-9074-00(00)LPA/108517-711000

Dear Mr. Rone,

With this letter the City of Long Beach (LPA) is requesting to use the Small Purchase Procedures as outlined in the Local Public Agency Consultant Operating Procedures for Professional Services, Section 2.2.1 Small Purchase Procedures.

The LPA has considered (3) three qualified firms Pickering Firm, Inc., Overstreet & Associates, and Compton Engineering. By our internal selection process, we have selected Pickering Firm, Inc. as our Professional Services Consultant for Environmental Study services to assist us with this Project. The total costs for these services that will be utilizing federal funds for the Consultant selected are estimated to be less than the Federal Simplified Acquisition Threshold.

Thank you for your time and consideration. Please call me at 228-863-1556 if you have any questions, concerns or comments.

Sincerely

George L. Bass, Mayor

cc: State LPA Engineer  
LPA District Coordinator  
LPA officials

Lec Frederick, PE  
{-}  
{-}

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

\*\*\*\*\*

**Minutes of September 1, 2020  
Mayor and Board of Aldermen**

Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to approve the following contract with Pickering Firm, Inc. for the Joyce Basin Drainage project, and authorize the Mayor to execute same:

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between

The City of Long Beach (“Owner”)

and

Pickering Firm, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Joyce Basin Drainage (HMGP #4429-0006) (“Project”).

Engineer's Services under this Agreement are generally identified as follows:

See Appendix I, Scope

Owner and Engineer further agree as follows:

**1.01 Basic Agreement and Period of Service**

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraph 7.01.
- B. Engineer shall complete its services within a reasonable time.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding **180 calendar days**. If the actual time to complete construction exceeds the number of months indicated (either separately or individual times added together in a single project), then Engineer's period of service and its total compensation shall be appropriately adjusted.

**2.01 Payment Procedures**

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of

## Minutes of September 1, 2020 Mayor and Board of Aldermen

receipt. If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, 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. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

### 3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
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. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer 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 for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.
    - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform 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 Engineer's receipt of written notice from Owner.
- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer 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.

**Minutes of September 1, 2020  
Mayor and Board of Aldermen**

- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.
- 4.01 *Successors, Assigns, and Beneficiaries*
- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the 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.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
- 5.01 *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. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. 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

**Minutes of September 1, 2020**  
**Mayor and Board of Aldermen**

and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. 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 (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All 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. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. 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.
- I. 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 as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or 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: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

**Minutes of September 1, 2020  
Mayor and Board of Aldermen**

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), 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.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

Survey – A Lump Sum amount of \$15,000.00.

Environmental Permitting - A Lump Sum amount of \$4,200.

Engineering Design - A Lump Sum amount of \$24,000.

Construction Stormwater Permitting - A Lump Sum amount of \$5,000.00.

Bid Phase Services - A Lump Sum amount of \$5,000.00.

Construction Engineering/Inspection - A Lump Sum amount of \$40,000.

For Lump Sum tasks, the portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

Lump Sum Amounts include compensation for Engineer's Services and services of Engineer's consultants, if any, as well as accounting for labor, overhead, profit, and reimbursable expenses.

Fees listed under "Bid Phase Services" and "Construction Engineering/Inspection" assume that a single combined construction contract will be awarded in lieu of multiple separate contracts. Should multiple construction contracts be let, the Engineer reserves the right to request an amendment to this agreement.

Attachments:

Appendix 1, Scope

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is the date of execution by both parties.

Minutes of September 1, 2020  
Mayor and Board of Aldermen

OWNER:  
By: [Signature]  
Title: Mayor  
Date Signed: 9/1/2020

ENGINEER:  
By: [Signature]  
Title: Principal Owner  
Date Signed: 08/27/2020

Engineer License or Firm's Certificate  
Number: 19480

State of: Mississippi

Address for giving notices:  
City of Long Beach  
P.O. Box 929  
Long Beach, MS 39560

Address for giving notices:  
Pickering Firm, Inc.  
126 Rue Magnolia  
Biloxi, MS 39530



**Minutes of September 1, 2020  
Mayor and Board of Aldermen**



This is **Appendix 1, Scope**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

**Scope of Work**

---

**General Project Description**

The Scope of Work will be as described in the "Preliminary Engineer Report – Drainage/Stormwater Management Project – Joyce Ave. Drainage Improvements" submitted in October 2019 to MEMA requesting HMGP funds.

In general, the Engineer will perform environmental permitting, engineering design, bid phase services, construction engineering, and Resident Project Representative Services. Subsequent services may be added, as mutually agreed upon by both parties, as either an amendment to this contract or as a separate contract. Professional Services will be in accordance with HMPG requirements (per FEMA HMGP Grant #4429-0006)

**Task 1 – Survey (\$15,000)**

We will perform boundary and topographic surveying using a combination of traditional surveying methods, GPS, and aerial lidar surveying. We will determine boundary lines and right of way lines in the areas of proposed improvements as well as showing any easements that are depicted on the subdivision plats of the surveyed areas. We will also show existing storm drainage features along with pipe sizes and invert information. Observed evidence of utilities, markings by MS One Call representatives, and information provided by the utility companies will be combined to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately and completely depicted. In addition, in some jurisdictions, 811 utility locate requests from surveyors may be ignored or result in an incomplete response. Where more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary.

**Task 2 – Environmental Permitting (\$4,200)**

The following Scope of Work will be completed for the Project:

## Minutes of September 1, 2020 Mayor and Board of Aldermen

1. Conduct initial coordination with Client to confirm project location, records review, and geographic information system (GIS) mapping.
2. Submit initial written correspondence to applicable federal, state, and local resource agencies regarding potential environmental concerns within the proposed Project area.
3. Conduct on-site inspections and evaluations for the following NEPA considerations according to federal, state, and local guidelines, as required:
  - Impacts to Streams, Wetlands, Floodplains
  - Endangered Species Assessment
  - Noise and Air Quality Impacts
  - Hazardous Materials and Contaminated Sites
  - Residential and Commercial Facility Relocations
  - Soils and Geology
  - Section 4(f) and 6(f) Analysis
  - Social, Community, Environmental Justice Impacts
  - Economic and Business Impacts
  - Land Use and Farmland Impacts
  - Traffic and Crash Impacts
  - Energy and Construction Impacts
  - Wild and Scenic Rivers Impacts
  - Floodplain Impacts
  - Pedestrian and Bicycle Considerations
  - Recreational Attributes
  - Aesthetic and Visual Quality Attributes
  - Indirect and Cumulative Impacts
4. Submit a written report of the findings of the environmental assessment to applicable regulatory agencies for concurrence and approval.
5. Based upon receipt of clearances and approvals from regulatory agencies, submit "Finding of No Significant Impact" report to the Client.

During the NEPA process, it is possible that the Regulatory Agencies will require additional, more comprehensive study and/or permitting as a result of the initial assessment. If required, a separate proposal, based on the specific aspects of the project, will be submitted for these services, some of which are described below:

1. Mississippi Department of Archives and History (MDAH) could require a Phase I Cultural Resources/Archaeological Survey to comply with Section 106 of the National Historic Preservation Act. This additional service would include a review of MDAH archive records, shovel testing, artifact evaluation, and submittal of a Cultural Resources report to MDAH for concurrence.

## Minutes of September 1, 2020 Mayor and Board of Aldermen

2. If wetlands are present or if the Project area is situated within a floodplain, then Executive Order 11988 will be required by the Federal Emergency Management Agency. This 8-Step Process involves identification of impacts of the Project to the floodplain, public notices, evaluation of alternatives, and other requirements prior to implementation of the action.
3. If wetlands will be impacted within the Project area, a Wetland Delineation will be required, with a report submitted to the U.S. Army Corps of Engineers (USACOE) for a Jurisdictional Determination.

The Client is to provide the Consultant with any available information concerning the Project, including Contact(s) of property representatives to provide access to all specified areas.

### **Task 2 – Engineering Design (\$24,000)**

Utilizing owner provided information, information obtained in other tasks, readily-available data from the State of Mississippi, and any other deliverables subject to any owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from owner, for the general scope of work described above, the Engineer shall:

1. Prepare Construction Drawings and Specifications indicating the scope, extent, and character of the Work. Furnish 3 review copies of the documents and any other deliverables to Owner and review them with Owner. Within 10 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Design Phase documents and any other deliverables. A revised Opinion of Probable Construction Cost will be provided with the Final Design Drawings.
2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the project. Engineer will assist the owner in consultations with such authorities and will revise the drawings and specifications accordingly in response to directives from such authorities.
3. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Owner shall submit to Engineer any comments and instructions for revisions and Engineer will revise the bidding documents accordingly. 1 Final copy of the bidding documents, including a final Opinion of Probable Construction Cost, will be provided to the Owner.

### **Task 4 – Construction Stormwater Permitting - \$5,000**

Pickering will prepare Erosion and Sediment Control plans and a written narrative describing best management practices to minimize downstream deposition of soils and

## Minutes of September 1, 2020 Mayor and Board of Aldermen

other construction debris. These documents will be prepared and/or submitted to the State of Mississippi's Department of Environmental Quality as required.

### **Task 5 – Bid Phase Services - \$5,000**

After acceptance by Owner of the bidding documents and final Opinion of Probable Construction Cost as determined in the Engineering Design Phase, and upon written authorization, by the owner, to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids for proposals and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.
6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
7. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

Note: this proposal is based on the assumption that a single combined construction contract will be awarded in lieu of multiple separate contracts. Should multiple construction contracts be let, the Engineer reserves the right to request an amendment to this agreement.

### **Task 6 –Construction Engineering and Inspection (\$40,000)**

Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in

## Minutes of September 1, 2020 Mayor and Board of Aldermen

the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work as outlined below.
3. *Selecting Independent Testing Laboratory*: Assist Owner in the selection of an independent testing laboratory as needed
4. *Pre-Construction Conference*: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a

## Minutes of September 1, 2020 Mayor and Board of Aldermen

greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over 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 Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

8. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
9. *Clarifications and Interpretations; Field Orders*: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives*: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples*: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

**Minutes of September 1, 2020  
Mayor and Board of Aldermen**

13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor

## Minutes of September 1, 2020 Mayor and Board of Aldermen

Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
18. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a "Notice of Acceptability of Work" that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

Note: this proposal is based on the assumption that a single combined construction contract will be awarded in lieu of multiple separate contracts. Should multiple construction contracts be let, the Engineer reserves the right to request an amendment to this agreement.

*Duration of Construction Phase:* This contract assumes a contract time of **180 calendar days performed under a single construction contract**. The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services



## Minutes of September 1, 2020 Mayor and Board of Aldermen

(including Resident Project Representative Services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

*Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

### **Resident Project Representative**

Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.

Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are as follows:

1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

## Minutes of September 1, 2020 Mayor and Board of Aldermen

4. *Liaison:*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

## Minutes of September 1, 2020 Mayor and Board of Aldermen

### 9. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

### 10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

### 11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

## Minutes of September 1, 2020 Mayor and Board of Aldermen

- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
  - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
  - d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. *Completion:*
- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
  - b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
  - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.

**Minutes of September 1, 2020  
Mayor and Board of Aldermen**

- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept shop drawing or sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

---

Appendix 1, Scope  
EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services.  
Copyright ©2009 National Society of Professional Engineers for EJCDC. All rights reserved.  
Page 13

---

\*\*\*\*\*

After discussion, and based on recommendation from the City Attorney, it was the consensus of the Board to direct the Zoning Enforcement Officer to begin the derelict property procedure for 108 Park Row Avenue since it has new owners.

\*\*\*\*\*

It came on for discussion repairs at the Stringer Pier. The Mayor advised the Board that there was an opportunity through the Hazard Mitigation Grant to upgrade the materials of the ramp from wood decking to a fiberglass composite material to alleviate pressure from wave action during storms. The cost for the upgrade would be

**Minutes of September 1, 2020  
Mayor and Board of Aldermen**

approximately \$12,200 and would be grant funded. Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to authorize the change order for repairs.

\*\*\*\*\*

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 Parker made motion seconded by Alderman McCaffrey and unanimously carried to adjourn in recognition of Kelly Griffin's service as Alderman until the next regular meeting in due course.

\*\*\*\*\*

APPROVED:

\_\_\_\_\_  
Alderman Donald Frazer, At-Large

\_\_\_\_\_  
Alderman Ronald Robertson, Ward 1

\_\_\_\_\_  
Alderman Bernie Parker, Ward 2

\_\_\_\_\_  
Alderman Kelly Griffin, Ward 3

\_\_\_\_\_  
Alderman Timothy McCaffrey, Jr., Ward 4

\_\_\_\_\_  
Alderman Mark E. Lishen, Ward 5

\_\_\_\_\_  
Alderman Patricia Bennett, Ward 6

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Kini Gonsoulin, Deputy City Clerk