

**Minutes of July 21, 2020
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF JULY 21, 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. July 7, 2020 – Regular & Executive Session
 - b. July 14, 2020 – Work Session
 - 2. PLANNING & DEVELOPMENT COMMISSION**
 - a. July 9, 2020 – Regular
 - 3. PORT COMMISSION**
 - a. July 16, 2020 - Regular
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. 072120**
- IX. UNFINISHED BUSINESS**
- X. NEW BUSINESS**
 - 1. Grant Application – NRCS EWP; Trautman Bayou at Magnolia Drive**
 - 2. MOA – MDOT; Beatline Parkway Environmental Study**
 - 3. Ordinance – Adopting New Code**
 - 4. Grant – Mississippi Library Commission; Health & Life Insurance**
 - 5. Discussion – Repetitive Violation of City Ordinances; Alderman Robertson**
 - 6. Removal of Magnolia Tree – 19121 Pineville Road**
- XI. DEPARTMENTAL BUSINESS**
 - 1. MAYOR'S OFFICE**
 - 2. PERSONNEL**
 - a. Fire Department – Education Pay (1)
 - b. Library – Step Increase (1)
 - 3. CITY CLERK**
 - a. Revenue/Expense Report June 2020
 - 4. FIRE DEPARTMENT**
 - 5. POLICE DEPARTMENT**
 - 6. ENGINEERING**
 - a. Harbor Master Plan Update
 - b. Cemetery Survey
 - c. S Mitchell Road Widening Survey
 - 7. PUBLIC WORKS**
 - 8. RECREATION**
 - 9. DERELICT PROPERTIES**
 - a. Schedule Public Hearings
 - 1. 734 N Nicholson Ave – Creative Real Estate LLC
 - 2. 19132 Pineville Rd – Cynthia Nadean Saucier
 - 3. 222 E 5th St – Lacasa I LLC
- 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 third Tuesday in July, 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

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Robertson, Bernie Parker, Kelly Griffin, Timothy McCaffrey, Jr., Mark E. Lishen, Patricia Bennett, Deputy City Clerk Kini Gonsoulin, and City Attorney James C. Simpson, Jr.

It was noted Aldermen Patricia Bennett and Timothy McCaffrey, Jr. were present via telephone.

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

Alderman Frazer made motion seconded by Alderman Robertson and unanimously carried to suspend the rules and add the following items under X. New Business:

- 7. Facility Use Agreement with Harrison County for Use of Sportsplex
- 8. Order Appointing City Attorney

Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to approve the Regular and Executive Session minutes dated July 7, 2020 and the Work Session minutes dated July 14, 2020 of the Mayor and Board of Aldermen, as submitted.

Alderman Lishen made motion seconded by Alderman Parker and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated July 9, 2020, as submitted.

Alderman Lishen made motion seconded by Alderman Frazer and unanimously carried to approve the Regular minutes of the Port Commission dated July 16, 2020, as submitted.

Alderman Robertson made motion seconded by Alderman Griffin and unanimously carried to approve payment of invoices listed in Docket of Claims number 072120.

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Alderman Robertson made motion seconded by Alderman Frazer and unanimously carried to approve the following application for Emergency Watershed Protection Assistance from NRCS and authorize the Mayor to execute same:

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.

January 23, 2020

Kurt Readus, State Conservationist
 Natural Resources Conservation Service
 100 W. Capitol Street, Suite 1321
 Jackson, MS 39269-1602

RE: Emergency Watershed Protection (EWP) Assistance Request

Dear Mr. Readus:

We are requesting Federal assistance under the provisions of Section 216 of the Flood Control Act of 1950, Public Law 81-516 or Section 403 of the Agricultural Credit Act Of 1978, Public Law 95-334, to restore damages sustained in the **City of Long Beach** by the extreme rainfall that occurred during **January 11, 2020** storm event. Roads, streams, utilities and structures in our area were adversely impacted as a result of this storm event.

We understand that as sponsors of an Emergency Watershed Protection (EWP) Program project, our responsibilities will include acquiring land rights and potentially any permits needed for construction. We also agree to operate and maintain the proposed measures. We are prepared to provide local funding and support for the cost of construction work in dollars.

The administrative and technical contact person for our organization is:

George L. Bass, Mayor
 P. O. Box 929
 Long Beach, MS 39560
 228-863-1556
mayor@cityoflongbeachms.com

Thank you for your consideration of our request.

Sincerely,

George L. Bass
 Mayor, City of Long Beach

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RECIPIENT CONTACT INFORMATION

RECIPIENT ORGANIZATION NAME: City of Long Beach

Recipient Project Manager for Agreement	
Name:	Andy Phelan
Title:	Senior Civil Engineer
Street Address:	126 Rue Magnolia
City:	Biloxi, MS
Zip Code:	39530
PO Box:	
Zip Code:	
Office Phone:	228-432-5925
Cell Phone:	228-229-5021
Fax Number:	228-432-5928
Email Address:	aphelan@pickeringfirm.com

Recipient Financial Point of Contact	
Name:	Kini Gonsoulin
Title:	Finance Officer/Deputy City Clerk
Street Address:	201 Jeff Davis Avenue
City:	Long Beach, MS
Zip Code:	39560
PO Box:	P.O. Box 929
Zip Code:	39560
Office Phone:	228-863-1556
Cell Phone:	
Fax Number:	228-865-0822
Email Address:	kini@cityoflongbeachms.com

Recipient Official Authorized to Sign the Agreement	
Name:	George L. Bass
Title:	Mayor
Street Address:	201 Jeff Davis Avenue
City:	Long Beach, MS
Zip Code:	39560
PO Box:	P.O. Box 929
Zip Code:	39560
Office Phone:	228-863-1556
Cell Phone:	228-234-1832
Fax Number:	228-865-0822
Email Address:	mayor@cityoflongbeachms.com

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**Approved EWP Site Agreement Package Instructions and Checklist
for Sponsors
Federal Contract**

Sponsor: City of Long Beach

EWP Site Name: Trautman Bayou @ Magnolia Drive

The EWP site listed above that you submitted has been approved for funding by NRCS. In order to efficiently move forward with the requirements associated with this site being approved, the following checklist has been developed to assist you (the sponsor) in providing NRCS with the required items needed to ensure continued funding and project completion. Failure to provide the items listed below will delay the start of your project and could result in the termination of project funding if applicable deadlines are not met.

Attached behind this checklist are the following items that will need to be properly filled out and the originals returned to NRCS. Please use this checklist as a guide to ensure that the documents are completed according to the instructions given and that you have completed each required document.

Document Checklist and Instructions:

✓ **1. NRCS-ADS-78:** This two page document should be signed on page 2 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

✓ **2. Title of Opinion:** Attached with this package is a sample title of opinion letter which is simply an example of what a title of opinion looks like. Your city attorney or county attorney must copy the sample letter's paragraph onto the attorney's official letterhead and sign it. The attorney is certifying that the sponsor has acquired the temporary easements necessary for a contractor to complete the project.

✓ **3. Operation and Maintenance Agreement:** This three page agreement should be signed on page 3 by the Mayor (for city projects) or the President of the Board of Supervisors (for county projects) and attested by the chancery clerk.

✓ **4. Operation and Maintenance Plan:** This two page document should simply be reviewed by the sponsor and returned.

Keep in mind that there are deadlines associated with this project funding and each project must be completed within 220 days of funding. So your prompt return of the above documents will prevent loss of funding and ensure that the project is completed in the 220 day timeframe.

Please return this completed checklist along with all of the properly filled out documents listed above electronically to Norman Patterson as follows: norman.patterson@ms.usda.gov

Or mail to: Natural Resources Conservation Service
ATTN: Norman Patterson
113 Fairfield Suite 110
Hattiesburg,

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**U.S. Department of Agriculture
Natural Resources Conservation Service**

**NRCS-ADS-78
5-88**

**ASSURANCES RELATING TO
REAL PROPERTY ACQUISITION**

A. PURPOSE - This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

B. PROJECT MEASURES COVERED -

Name of project: DSR: 28-04-20-5291-301

Identity of improvement or development: Erosion Control

Location: Harrison Co. - Site(s): Trautman Bayou @ Magnolia Drive

C. REAL PROPERTY ACQUISITION ASSURANCE -

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; and this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or are hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS -

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, inspect and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

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Page 2 of 2 - ADS-78 Assurances Relating to Real Property Acquisition

City of Long Beach
(Name of Sponsor)

By: *George Bass*
(Signature)

Title: Mayor

Date: 7/21/2020

This action is authorized at an official meeting
of the Board of Aldermen
on 21 day of July, 2020
State of Mississippi

Attest *Stacey Dobb*
(Name)

City Clerk
(Title)

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WISE ▲ CARTER

JAMES C. SIMPSON, JR.
SHAREHOLDER
Gulf Coast Office
P: 228.867.7141
F: 228.867.7142
jcs@wisecarter.com

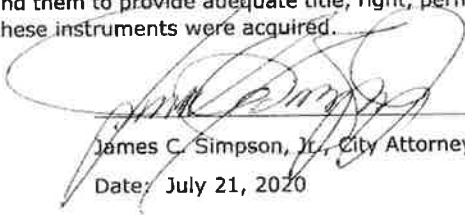
CERTIFICATE OF TITLE

Kurt Readus, State Conservationist
Natural Resources Conservation Service
100 W. Capitol Street, Suite 1321
Jackson, MS 39269-1602

TO: USDA, Natural Resources Conservation Service

RE: **City of Long Beach, Mississippi: Trautman Bayou @ Magnolia Drive
(Harrison County)**

As attorney for and on behalf of the City of Long Beach, MS (Sponsor) I hereby certify that I have examined the real property instruments and files that relate to the right-of-way of the City of Long Beach to enter upon, construct, and operate and maintain the works of improvement above, and find them to provide adequate title, right, permission, and authority for the purpose for which these instruments were acquired.


James C. Simpson, Jr., City Attorney

Date: July 21, 2020

Hattiesburg Office
601 Adeline St.
Hattiesburg, MS 39401
801.582.5551

Jackson Office
401 E Capitol St. 800 Heritage Building
Jackson, MS 39201
601.968.6500

Gulf Coast Office
2610 14th St. #1125
Gulfport, MS 39501
228.867.7141

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Watershed: City of Long Beach

OPERATION AND MAINTENANCE AGREEMENT

This agreement is entered into by and between the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter referred to as NRCS, and the following organization(s), hereinafter referred to as the Sponsor(s):

City of Long Beach (MS)

The Sponsor(s) and the Service agree to carry out the terms of this agreement for the operation and maintenance of the project measures in the State of Mississippi. The project measures covered by this agreement are identified as follows: Streambank stabilization with rock riprap- Trautman Bayou @ Magnolia Drive

I. OPERATIONS

- A. The Sponsor(s) will be responsible for operating the measure without cost to the Service as follows:
 - 1. In compliance with applicable Federal, State and local laws;
 - 2. In compliance with the conditions set out in the instruments by which rights were acquired to install, operate and maintain the measure(s);
 - 3. In a manner that will protect the environment and permit the measure(s) to serve the purpose for which installed as set forth in the program agreement;
 - 4. In keeping with the requirements to provide inspection, operation and maintenance reports within the time frame provided in the attached plan.
- B. The Service will, upon request of the Sponsor(s) and to the extent that its resources permit, provide consultative assistance in the operation of the structural measures.
- C. Admission or users fees shall be charged only as necessary to produce revenues required by the Sponsor(s) to amortize its share of installation costs for that portion of the measures pertaining to recreation of fish and wildlife and to provide adequate inspection, operation, maintenance, and replacement of the same.
- D. In a recreation or fish and wildlife measure the Sponsor(s) may dispense such services and commodities, or arrange with private concessionaires for the dispensing of such services and commodities, which will contribute to the full use and enjoyment of the measure by the public at prices which are reasonable and compatible with prices for similar services and commodities within the area served by the measure.

II. MAINTENANCE

- A. The Sponsor(s) will:

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1. Be responsible for and promptly perform or have performed without cost to the Service all maintenance of the measures determined by either the Sponsor(s) or the Service to be needed.
 2. Obtain prior Service approval of all plans, designs and specifications for maintenance work.
- B. The Service will upon request of the Sponsor(s) and to the extent that its resources will permit, provide consultative assistance in the maintenance of the measure(s).

III. REPLACEMENT

- A. The Sponsor(s) will be responsible for the replacement of parts or portions of the measure(s) which has a physical life of less duration than the evaluated life of the measure(s).
- B. The Service will upon request of the Sponsor(s), provide consultative assistance in the replacement of measure parts or portions.

IV. PLAN OF OPERATION AND MAINTENANCE

The Service and the Sponsor(s) will prepare a detailed plan of operation and maintenance for each measure covered by the agreement. More than one measure may be included in a single plan provided that the measures are sufficiently similar to warrant such action. Each such plan shall be attached to become a part of this agreement.

V. INSPECTIONS AND REPORTS

- A. The sponsor(s) will inspect the measures at least annually and after each major storm or occurrence of any unusual conditions that might adversely affect the measure(s).
- B. The Service or Federal land administering agency may inspect the measures at any reasonable time during the period covered by this agreement. At the discretion of the State Conservationist, Service personnel may assist the Sponsor(s) in their inspection.
- C. A written report will be made of each inspection. A copy of each report will be provided by the inspecting party to the other party within ten days of the date on which the inspection was made. The report will describe the conditions found and list any corrective action needed with a time frame to complete each action.

VI. TIME OF RESPONSIBILITY

The Sponsor(s)' responsibility for operation and maintenance begins when a part of or all of the work if installing a measure is completed and accepted or is determined complete by the Service. This responsibility shall continue until the expiration of the evaluated life of all the installed project measures. This does not relieve the Sponsor(s)' liability which continues throughout the life of the measure or until the measure is modified to remove potential loss of life or property.

VII. RECORDS

The Sponsor(s) will maintain in a centralized location a record of all inspections and significant actions taken, cost of performance and completion date with respect to

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operation, maintenance and replacement. The Service may inspect these records at any reasonable time during the term of the agreement.

VIII. GENERAL

- A. The Sponsor(s) will:
 - 1. Prohibit the installation of any structure or facilities that will interfere with the operation or maintenance of the project measures.
 - 2. Obtain prior Service approval of the plans and specifications for any alteration or improvement to the structural measures.
 - 3. Obtain prior Service approval of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the agreement after it has been signed by the Sponsor(s) and the other party.
- B. Service personnel will be provided the right to free access to the project measures at any reasonable time for the purpose of carrying out the terms of this agreement.
- C. The responsibilities of the Sponsor(s) under this agreement are effective simultaneously with the acceptance of the project measures in whole or part.
- D. Comply with the attached PROPERTY MANAGEMENT STANDARDS.

Name of Sponsor: **City of Long Beach (MS)**

By: George Brown Title: Mayor Date: 7/21/2020

This action was authorized at an official meeting of the Sponsor named immediately above on 7/21/2020 at Board of Aldermen meeting

Attest: Stacy Dahl Title: City Clerk

Natural Resources Conservation Service, United States Department of Agriculture

By: _____ Title: _____ Date: _____

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OPERATION AND MAINTENANCE PLAN City of Long Beach Trautman Bayou @ Magnolia Drive

I. Operation

The Sponsors will operate this measure in accordance with the terms of the Operation and Maintenance Agreement. This includes the administration, management, and performance of nonmaintenance actions needed to keep completed works of improvement functioning as planned.

II. Maintenance

- A. The channel should be maintained in such a way as to keep it free of any debris, silt bars or other obstructions that will reduce its capacity. Bank stabilization measures should be used to prevent erosion. The undesirable vegetation should be cut or sprayed with approved herbicides and removed from the channel. An access road should be maintained alongside the channel for easy maintenance.
- B. It is anticipated that the following items of maintenance, repair, or replacement will be needed during the effective life of the measure.
 1. Vegetation:
 - a. Reseed, resod, and fertilize areas of stand or areas destroyed by erosion, freezing, or drought. If necessary, restore eroded areas before reseeding.
 - b. Cut or spray with approved herbicide and remove undesirable vegetation. Observe local ordinances regarding spraying and burning.
 - c. Fertilize vegetation as required to maintain a vigorous stand.
 - d. Control grazing to insure proper vegetative cover.
 - e. Mow grass at regular intervals to maintain optimum cover.
 2. Channels - lined and unlined
 - a. Remove sand and gravel bars and properly dispose of them outside the channel perimeter.
 - b. Remove and properly dispose of debris. Give special attention to removal and proper disposal of debris and repair erosion damage at structures.
 - c. Replace, reinforce, or extend riprap where needed. Make repairs to grade control structures where needed.
 - d. Keep access roads for maintenance and maintenance travel ways in usable condition.
 - e. Maintain dikes and spoil to divert water to protected inlets and prevent overbank flow.
 - f. Renovate channel banks damaged by storm flow.
 - g. Rehabilitate damaged pipe inlets from fields or side channels. Replace eroded soil adjacent to structures.
- C. The estimated average annual cost of providing the necessary maintenance for this measure is \$200.00. Funds to finance this cost will be provided by the City of Long Beach, from general tax revenues.
- D. The City of Long Beach will be responsible for and promptly perform or have performed all maintenance of the measure determined by either the Sponsors or the Service to be needed.

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The City of Long Beach, with consulting assistance from the Natural Resources Conservation Service, will assist in the maintenance which can be accomplished with normal farm equipment such as removal of debris, control of undesirable vegetation, controlled grazing and mowing, and fertilizing vegetation.

- E. The measure will be inspected at least annually and after unusually severe floods or the occurrence of any other unusual condition that might adversely affect the measure. Annual inspections will be performed during the month of July. Annual and special inspections will include but not be limited to an examination of the following items.
 - 1. Stability of channel grades and side slopes
 - 2. Excessive sedimentation
 - 3. Condition of rip-rapped areas
 - 4. Obstructions and undesirable vegetative growth
 - 5. Scour at bridge piers, abutments and other adjacent property
 - 6. Severity of erosion of berms and undesirable vegetative growth
 - 7. Condition of cleared and snagged areas
 - 8. Condition of fences and gates
- F. A written report will be made of each inspection as provided in the O&M Agreement. A follow-up report will be provided when all corrective action has been accomplished.
- G. The requirements will remain in effect until the expiration of the effective life of the measure based on a mutual determination of the Sponsors and the Service.
- H. Service personnel will assist the Sponsors on annual and special inspections until such time as the State Conservationist determines that Service participation is no longer necessary. At this time, he will so notify the Sponsor in writing. This notice will constitute an amendment to the Plan.
- I. Each sponsoring organization that has responsibility for O&M of any project measure will be furnished an Operation and Maintenance Handbook. The handbook is to acquaint Sponsors with the essentials of operating and maintaining their projects. The information and suggestions can help Sponsors understand the jobs and how to carry them out in a timely and efficient manner.

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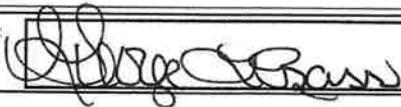
OMB Number: 4040-0004
Expiration Date: 8/31/2018

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: 07/09/2020	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: N/A	
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Long Beach, MS		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 64-6000637	* c. Organizational DUNS: 0256075024000	
d. Address:		
* Street1: Street2: * City: County/Parish: * State: Province: * Country: * Zip / Postal Code:	201 Jeff Davis Ave <input type="text"/> Long Beach Harrison MS: Mississippi <input type="text"/> USA: UNITED STATES <input type="text"/> 39560-6136	
e. Organizational Unit:		
Department Name: Mayor's Office	Division Name: Mayor	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mrs.	* First Name: Kini	
Middle Name: A		
* Last Name: Gonsoulin		
Suffix: <input type="text"/>		
Title: Financial Officer/Deputy City Clerk		
Organizational Affiliation: City of Long Beach		
* Telephone Number: 228 863-1556	* Fax Number: <input type="text"/>	
* Email: kini@cityoflongbeachms.com		

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Application for Federal Assistance SF-424			
* 9. Type of Applicant 1: Select Applicant Type:			
<input type="text" value="C: City or Township Government"/>			
Type of Applicant 2: Select Applicant Type:			
<input type="text"/>			
Type of Applicant 3: Select Applicant Type:			
<input type="text"/>			
* Other (specify):			
<input type="text"/>			
* 10. Name of Federal Agency:			
<input type="text" value="USDA Natural Resources Conservation Service"/>			
11. Catalog of Federal Domestic Assistance Number:			
<input type="text" value="10.923"/>			
CFDA Title:			
<input type="text" value="Emergency Watershed Protection Program"/>			
* 12. Funding Opportunity Number:			
<input type="text" value="N/A"/>			
* Title:			
<input type="text" value="N/A"/>			
13. Competition Identification Number:			
<input type="text" value="N/A"/>			
Title:			
<input type="text" value="N/A"/>			
14. Areas Affected by Project (Cities, Counties, States, etc.):			
<input type="text"/>			
<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>			
* 15. Descriptive Title of Applicant's Project:			
<input type="text" value="Trautman Bayou @ Magnolia Drive bank stabilization/debris removal"/>			
Attach supporting documents as specified in agency instructions.			
<input type="button" value="Add Attachments"/> <input type="button" value="Delete Attachments"/> <input type="button" value="View Attachments"/>			

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Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant <input type="text" value="4"/>	* b. Program/Project <input type="text" value="4"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
17. Proposed Project:	
* a. Start Date: <input type="text" value="09/01/2020"/>	* b. End Date: <input type="text" value="07/29/2022"/>
18. Estimated Funding (\$):	
* a. Federal	<input type="text" value="108,693.75"/>
* b. Applicant	<input type="text" value="32,937.50"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="141,631.25"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/> .	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach	
<input type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
<small>** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.</small>	
Authorized Representative:	
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="George"/>
Middle Name: <input type="text" value="L."/>	
* Last Name: <input type="text" value="Bass"/>	
Suffix: <input type="text"/>	
* Title: <input type="text" value="Mayor"/>	
* Telephone Number: <input type="text" value="228 863-1556"/>	Fax Number: <input type="text"/>
* Email: <input type="text" value="mayor@cityoflongbeachms.com"/>	
* Signature of Authorized Representative: 	* Date Signed: <input type="text" value="7/21/20"/>

Minutes of July 21, 2020

Mayor and Board of Aldermen

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 06/30/2014

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

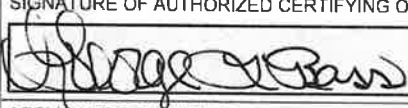
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Standard Form 424D (Rev. 7-97)
Prescribed by OMB Circular A-102

Minutes of July 21, 2020 Mayor and Board of Aldermen

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|---|---|
| <p>11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.</p> <p>12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.</p> <p>13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.</p> <p>14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.</p> <p>15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of</p> | <p>Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).</p> <p>16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.</p> <p>17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).</p> <p>18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."</p> <p>19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.</p> <p>20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.</p> |
|---|---|

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Mayor
APPLICANT ORGANIZATION City of Long Beach	DATE SUBMITTED 7/21/2020

SF-424D (Rev. 7-97) Back

Minutes of July 21, 2020 Mayor and Board of Aldermen

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

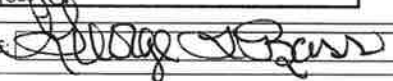
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
City of Long Beach	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix:	* First Name: George Middle Name: L.
* Last Name: Bass	Suffix:
* Title: Mayor	
* SIGNATURE: 	* DATE: 7/21/2020

Minutes of July 21, 2020 Mayor and Board of Aldermen


ADMINISTRATIVE READINESS QUESTIONNAIRE

The purpose of this questionnaire is to help determine if a Sponsor is adequately equipped to administer EWP funds. If an applicant is not equipped, the applicant may be asked to retain the services of a qualified organization to assist in administering EWP funds. Please complete the entire questionnaire as candidly as possible. A copy of this questionnaire must be returned to the NRCS program manager before an EWP cooperative agreement will be executed with a Sponsor.

NRCS Contact Norman Patterson	Phone Number 601.909.3305
Email Address norman.patterson@ms.usda.gov	State MS

Sponsor City of Long Beach	Contact Name Kini Gonsoulin
Street Address P.O. Box 929	Phone Number 228-863-1556
City/state Long Beach, MS 39560	Email kini@cityoflongbeachms.com

1. Have you or your staff administered grants or loans from other federal programs in the past? yes
2. Have you or your staff previously (check all that apply):
 - Completed actions in a competitive bidding process that was funded totally or in part with federal dollars.
 - Prepared a solicitation package for a project that included federal financial assistance funds and was developed in accordance with state law?
 - Obtained performance bonds from a contractor performing work under a contract funded totally or in part with federal dollars?
 - Administered contracts funded totally or in part with federal dollars?
3. Are you or your staff experienced with federal requirements related to (check all that apply):
 - Project funds, financial management and audit requirements
 - Real property acquisition or easements
4. Does your organization have a financial management system in place that meets the requirements of 2 CFR 200.302? yes
5. Does your organization have an active system for award management (SAM) registration? yes
6. Does your organization have procurement standards in place that meet the requirements of 2 CFR 200.317? yes
7. Will you require assistance from an outside organization to meet these requirements? no

Sponsor Signature/Date 	Name/Title George L. Bass, Mayor
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USDA Natural Resources Conservation Service
An Equal Opportunity Provider and Employer

v.15JAN2016

**Minutes of July 21, 2020
Mayor and Board of Aldermen**

Alderman Lishen made motion seconded by Alderman Frazer and unanimously carried to approve the following Memorandum of Agreement with MDOT for the Beatline Parkway Phase I Environmental Study and authorize the Mayor to execute same:

STP-9074-00(002)LPA / 108517-711000
Beatline Parkway Phase I Environmental Study
City of Long Beach

Rev. 6.24.2020

Memorandum of Agreement

STP-9074-00(002)LPA / 108517-711000
Beatline Parkway Phase I Environmental Study
Long Beach, MS

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

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

WHEREAS, the LPA intends to perform environmental study on Beatline Parkway; (hereinafter referred to as the "Project"), and the Commission intends to allow the LPA access to available federal funds and manage the Project under the terms and provisions of this Memorandum of Agreement; and

WHEREAS, it is anticipated that approximately \$150,000.00 in federal funds are available for the construction of the Project, and that the above mentioned federal funds may be rescinded if they are not obligated on or before N/A, and that the above funds are subject to normal rescissions and obligational limitations; and

WHEREAS, the LPA will be responsible for all Project costs over and above the maximum amount of federal funds allocated to the Project by the Commission;

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

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

ARTICLE I. DUTIES AND RESPONSIBILITIES

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

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

2. The LPA shall promptly follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including, but not limited to, project activation, reporting requirements for federal awards (including the single audit),

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 Beatline Parkway Phase I Environmental Study
 City of Long Beach

Rev. 6.24.2020

consultant selection, necessary permits, environmental process, preliminary design, right-of-way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out activities.

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

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

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

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

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

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

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

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

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for the Project including press releases, materials for groundbreakings, ribbon cuttings or other public events

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STP-9074-00(002)LPA / 108517-711000
Beatline Parkway Phase 1 Environmental Study
City of Long Beach

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and any other public information or media resources by notifying the MDOT Public Affairs Division, via telephone at 601-359-7074 or by electronic mail at comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

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

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

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

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

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

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

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

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

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

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Bealline Parkway Phase I Environmental Study
City of Long Beach

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B. THE COMMISSION WILL:

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

ARTICLE II. GENERAL PROVISIONS

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

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Beatline Parkway Phase I Environmental Study
City of Long Beach

Rev. 6.24.2020

D. Should the LPA miss the obligation deadline set in this MOU, the Commission reserves the right to refuse to obligate funds for the Project.

E. The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the Standard Specifications for Road and Bridge Construction, latest edition, or the latest online LPA Project Development Manual.

F. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the Project and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five day period.

G. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the Project, then MDOT time may be charged to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

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Beatline Parkway Phase I Environmental Study
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ARTICLE III. NOTICE & DESIGNATED AGENTS

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

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
George Bass, Mayor
City of Long Beach
P.O. Box 929
Long Beach, MS 39560
Phone: (228) 863-1556
Fax: (228) 865-0822

For Technical Matters:

COMMISSION:
David Seyfarth
District LPA Engineer – District 6
MDOT
16499-B Hwy 49
Saucier, MS 39574
Phone: (228) 832-0682
Fax: (228) 831-0681

LPA:
Kini Gonsoulin
Comptroller
City of Long Beach
P.O. Box 929
Long Beach, MS 39560
Phone: (228) 863-1556
Fax: (228) 865-0822

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

ARTICLE IV. RELATIONSHIP OF THE PARTIES

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

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

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Mayor and Board of Aldermen**

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Beatline Parkway Phase I Environmental Study
City of Long Beach

Rev. 6.24.2020

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

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

ARTICLE VI. MISCELLANEOUS

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

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Minutes of July 21, 2020 Mayor and Board of Aldermen

STP-9074-00(002)LPA / 108517-711000
Beatline Parkway Phase I Environmental Study
City of Long Beach

Rev. 6.24.2020

ARTICLE VII. AUTHORITY TO CONTRACT

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


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

So agreed this the 21st day of July, 2020

City of Long Beach


George Bass, Mayor

Attested:


(Appropriate clerk etc.)

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

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book _____, Page _____.

Minutes of July 21, 2020
Mayor and Board of Aldermen

ORDINANCE NO. 651

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF LONG BEACH, MISSISSIPPI; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

BE IT ORDAINED BY THE BOARD OF ALDERMEN:

Section 1. The Code entitled "Code of Ordinances, City of Long Beach, Mississippi," published by Municipal Code Corporation, consisting of chapters 1 through 40, each inclusive, including the Unified Development Ordinance, subdivision regulations, and flood damage prevention ordinance in appendices, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before October 15, 2019, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished according to code Section 1-9. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention of the city to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

**Minutes of July 21, 2020
Mayor and Board of Aldermen**

Section 6. Ordinances adopted after October 15, 2019, that amend or refer to ordinances that have been codified in the Code, shall be construed as if they amend or refer to like provisions of the Code.

Section 7. EFFECTIVE DATE

The City Clerk is hereby ordered to publish this Ordinance in the manner and time required by law, and this Ordinance of the Mayor and Board of Aldermen of the City of Long Beach shall be deemed effective in the manner and time prescribed by law.

This ordinance having first been reduced to writing, Alderman Robertson made motion to approve the Ordinance. Alderman Parker seconded the motion and the question being put to a roll call vote the result was as follows:

Alderman Ronald Robertson	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Kelly Griffin	voted	Aye
Alderman Bernie Parker	voted	Aye
Alderman Mark E. Lishen	voted	Aye
Alderman Patricia Bennett	voted	Aye
Alderman Donald Frazer	voted	Aye

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the said Ordinance Number 651 adopted and approved this, the 21st day of July, 2020.

APPROVED:



GEORGE L. BASS, MAYOR

ATTEST:



STACEY DAHL, CITY CLERK

Minutes of July 21, 2020
Mayor and Board of Aldermen

CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

I, the undersigned, Stacey Dahl, City Clerk within and for the City of Long Beach, Mississippi, do hereby certify that the above and foregoing is a true and correct copy of that certain Ordinance #651 of the City of Long Beach, Mississippi, adopted by the Mayor and Board of Aldermen at a regular meeting duly held and convened on the 21st day of July, 2020, as the same appears of record in Ordinance Book #9, pages _____, inclusive, in my office at the City Hall in said City.

Given under my hand and the official seal of my office this the 22nd day of July, 2020.

(SEAL)

Stacey Dahl
Stacey Dahl, City Clerk



Minutes of July 21, 2020
Mayor and Board of Aldermen

Alderman Frazer made motion seconded by Alderman Griffin and unanimously carried to approve the following Mississippi Library Commission State Aid Grant Agreement and authorize the City Librarian Denise Saucier to execute same:

Mississippi Library Commission
State Aid Grant Agreement
FY 2021

Starting Date: July 1, 2020

Closing Date: June 30, 2021

This agreement is made between the Mississippi Library Commission and the Library/Library System named below, which shall hereby be known/referred to as the Grantee and/or Payee.

Grantee: Long Beach Public Library
209 Jeff Davis Avenue
Long Beach, Mississippi 39560

This Grant Agreement is made for the following grant programs and amounts

GRANT:	Program: Number: Awarded:	Personnel Incentive Grant Program SP21-362-25-0 \$0.00	<i>PIGP awards are subject to reduction if state mandated budget cuts are enacted.</i>
GRANT:	Program: Number: Awarded:	Health Insurance Grant Program SH21-360-25-0 \$22,680.00	<i>Figures for Health and Life Insurance Programs are estimates based on projected payments.</i>
GRANT:	Program: Number: Awarded:	Life Insurance Grant Program SL21-361-25-0 \$335.88	<i>Actual amounts will be equal to eligible expenditures of the Library/Library System</i>

This agreement acknowledges the above listed Grantee has met all requirements necessary to participate in these grant programs sponsored by the Mississippi Library Commission.

The continuation or fulfillment of this grant program, or any other grant/subgrant programs administered by the Mississippi Library Commission, is subject to the availability of funds.

SIGNATURES

GRANTOR:

By:  Hulen Bivins, Executive Director

GRANTEE: By signing below, I acknowledge that I have read and understand the Terms and Conditions and agree to comply with all requirements.

By: _____
Library/Library System Director Print Name

By: _____
President, Board of Trustees Print Name

Minutes of July 21, 2020

Mayor and Board of Aldermen

TERMS AND CONDITIONS OF AGREEMENT

1.1 Category

State: Personnel Incentive Grant Program
Health Insurance Grant Program
Life Insurance Grant Program

1.2 Applicable Regulations

Grants described in part 1.1 are subject to policy established by the Mississippi Library Commission Board of Commissioners, procedures, and/or processes as established by the Mississippi Library Commission and laws of the State of Mississippi.

1.3 Funding Availability

If funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming or insufficient, the Library Commission shall have the right to terminate or amend this Agreement, without damage, penalty, cost, or expense to the Library Commission of any kind.

1.4 Payments

- 1.4.1 The Mississippi Library Commission makes subgrant payments by invoices submitted to, and payments issued by, the Department of Finance and Administration (DFA). All subgrant payments are made on a reimbursement request basis using only forms provided by the Library Commission. Subgrantees are asked to submit the request on a regular schedule each month.
- 1.4.2 Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration, or MAGIC, shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the payee's choice. The State of Mississippi may, at its sole discretion, require the payee to submit invoices and supporting documentation electronically at any time during the term of this agreement. All payments shall be in United States currency.
- 1.4.3 Any payments found to have been made in error by the Library Commission will be refunded by the Owner/Subgrantee to the Library Commission upon notification and documentation of error.

1.5 Funding - Applicable to Personnel Incentive Grant Only

- 1.5.1 Funding for the Personnel Incentive Grant Program is provided by the Mississippi Legislature through the Mississippi Library Commission's annual appropriation. Specific law regarding the program may be found in § 39-3-357 of the Mississippi Code 1972 Annotated.
- 1.5.2 Personnel Incentive Grants are available to public library systems.
- 1.5.3 A public library system is defined by § 39-3-353 of the Mississippi Code – an affiliation of one or more public libraries that (i) is a minimum of one (1) county unit; (ii) has one (1) library administrative board of trustees; (iii) has one (1) library system director; (iv) is established according to Section 39-3-8, 39-3-9, 39-3-11 or 39-3-13, Mississippi Code of 1972; and (v) is supported whole or in part by public funds.
- 1.5.4 The Mississippi Library Commission Board of Commissioners at the September 29, 2019 meeting, approved funding levels at 88% per-capita and 12% per county of the total funding placed in the program.

1.6 Funding - Applicable to Health and Life Insurance Grant Only

- 1.6.1 Funding for the Health Insurance Grant is provided by the Mississippi Legislature through the Mississippi Library Commission's annual appropriation. Specific law regarding the Health and Life Insurance programs can be found in § 25-15-15 of the Mississippi Code 1972 Annotated. These grant programs are administered in accordance with these laws.
- 1.6.2 Health and Life Insurance Grants are available to all public library systems and independent public libraries for library system/library employees who are members of the Public Employees Retirement System (PERS) and work no less than 20 hours a week.

1.7 Minimum Financial Statements

- 1.7.1 Owner/Subgrantee will furnish an appropriate audit or financial report compiled by a certified public accountant in accordance with standards promulgated by the American Institute of Certified Public Accountants.
- 1.7.2 A copy of the above report will be furnished to Mississippi Library Commission within eight (8) months following the end of

Minutes of July 21, 2020

Mayor and Board of Aldermen

each federal fiscal year (September 30). The report is due by May 31 of each year.

1.7.3 The Owner/Subgrantee agrees to itemize, by subgrant number, all funds received from the Mississippi Library Commission in connection with any grant program administered by the Mississippi Library Commission in the report referenced above.

1.7.4 The report will contain the auditor's comments on any instances of non-compliance with any grant programs administered by the Mississippi Library Commission found in the normal course of work conducted in connection with the report.

1.8 Reports

1.8.1 The Owner/Subgrantee agrees to submit other periodic reports at such times and format prescribed by the Mississippi Library Commission.

1.8.2 A year-end report will be required by July 31 of the year in which this Agreement ends on Personnel Incentive Grant Program expenditures. Appropriate forms and instructions will be provided by the Mississippi Library Commission.

1.8.3 Annual accreditation program reports and supporting documentation will be required for library systems, by June 30 of the year in which this Agreement ends, on the status of the library systems achievements in reaching I, II, and III accreditations levels. See Mississippi Public Library System Accreditation Program Manual for further details. This report will establish the library system's accreditation level for the next Personnel Incentive Grant Program funding period. Appropriate forms and instructions will be provided by the Mississippi Library Commission.

1.9 Non-compliance

1.9.1 Failure to submit the report, as described in parts 1.7 of this Agreement, will result in withholding of funds in connection with all subgrant awards and Owner/Subgrantee will be determined ineligible for future subgrant awards. Reports which do not include all required information will be rejected. Owner/Subgrantee will be notified of rejection of the report. If/when corrections are made, the report will be considered submitted as required.

1.9.2 Failure to submit the report, as described in parts 1.8 of this Agreement, will result in withholding of funds in connection with all subgrant awards and Owner/Subgrantee will be determined ineligible for future subgrant awards. Reports which do not include all required information will be rejected. Owner/Subgrantee will be notified of rejection of the report. If/when corrections are made, the report will be considered submitted as required.

1.10 Maintenance of Records

1.10.1 The Owner/Subgrantee agrees to keep adequate books and records that meet the requirements for grant administration and as needed for compliance with any Agreement entered into with the Mississippi Library Commission.

1.10.2 The Owner/Subgrantee agrees to maintain grant records in the form prescribed by the Mississippi Library Commission and retain all records for a minimum of three (3) years after the submission of the final report in connection with this grant and to provide access to such records to Mississippi Library Commission.

1.10.3 The Owner/Subgrantee agrees to maintain employment records sufficient to verify eligibility for amounts paid through this grant for a period of three (3) years after the end of the grant period or submission of the final report in connection with this grant, whichever is later, and to provide access to such records to Mississippi Library Commission.

1.11 Restrictions - Personnel Incentive Grant Funds

1.11.1 Personnel Grant funds are *restricted* and may only be used to pay personnel costs (base salary and benefits including social security, retirement, worker's compensation, and unemployment insurance) for public library system employees. Life insurance and health insurance premiums are ineligible costs for reimbursement under the Personnel Incentive Grant program.

1.11.2 Funds will be disbursed quarterly, on or before September 30, December 31, March 31, and June 30, to eligible public library systems.

1.11.3 The formula established by the Mississippi Library Commission Board of Commissioners shall be applied to the available funding to determine the grant amount for each eligible library system.

1.12 Restrictions - Health and Life Insurance Funds

Minutes of July 21, 2020 Mayor and Board of Aldermen

- 1.12.1 Health and Life Insurance funds are *restricted* and may only be claimed for library employees who are members of the Public Employees' Retirement System (PERS) and work no less than 20 hours a week.
- 1.12.2 Premiums are due in advance of coverage; reimbursements will be made for August - July coverage.
- 1.12.3 In accordance with § 25-15-15 of the Mississippi Code, the Library Commission will pay through this grant 100 % of the cost of health insurance coverage and 50% of the state-sponsored life insurance coverage for eligible public library employees.
- 1.12.4 In accordance with § 25-15-15 of the Mississippi Code, if premiums for the health insurance and/or late changes and interest penalties are not paid by a public library in a timely manner, as defined by the (State and School Employees Health Insurance Management) board, the Mississippi Library Commission, upon notice by the (State and School Employees Health Insurance Management) board, shall immediately withhold all subsequent disbursements of funds to that public library.

1.13 Grant Period

- 1.13.1 Funds are authorized for the state fiscal year beginning July 1 of the current year and ending June 30 of the following year. No funds shall be issued prior to July 1 and any unobligated balance after June 30 will cease to be available under this Agreement.

1.14 Administrative Rules – Applicable to Personnel Incentive Grant Program

- 1.14.1 Where any conflict exists in Accreditation Program Measures and Administrative Rules, Administrative Rules shall prevail. The following have been identified as a conflict or not included in Accreditation Program Measures. Under certain conditions, a waiver may be available for educational requirements and local income requirements. If applicable, a waiver must be obtained prior to grant funds being distributed.
 - i. The library system has maintained effort for local income; the total operating income for the library system from public funds (city and/or county) has not fallen more than 2% below that received in the second preceding year.
 - ii. The library system has complied with the terms and conditions of the most recently received Personnel Incentive Grant Program Grant Agreement.
 - iii. There is one (1) full-time library director of the library system and that director has a master's degree in library science from a school accredited by the American Library Association.

1.15 Other Documentation –Applicable to Health and Life Insurance Grant Program

- 1.15.1 Reimbursement request forms, prescribed by the Mississippi Library Commission, must be submitted prior to disbursement of funds.
- 1.15.2 Documents must be submitted to the Mississippi Library Commission to support funds issued through this grant. See the reimbursement request form for a description of required documentation.
- 1.15.3 Libraries declining to participate in the State Life Insurance Plan, must submit a copy of the Substitute Life Insurance Plan to the Mississippi Library Commission prior to funds being released for life insurance coverage.

End of Terms and Conditions of Agreement

There came on for discussion Repetitive Violation of City Ordinances, whereupon no action was taken.

There came on for discussion removal of a Magnolia Tree near 19121 Pineville Road. After discussion was had regarding the location of the tree in the City's right of way and the tree being a contributing factor in proper drainage, Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to approve removal of said tree.

**Minutes of July 21, 2020
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to approve the following Facility Use Agreement with Harrison County for use of the Harrison County/Long Beach Sportsplex:

JOHN McADAMS
CHANCERY CLERK

HARRISON COUNTY, MISSISSIPPI
Post Office Drawer CC
Gulfport, Mississippi 39502

Telephone: (228) 865-4164
Facsimile: (228) 214-1583

July 14, 2020

City of Long Beach
George Bass, Mayor
209 Jeff Davis Ave
Long Beach, MS 39560

Re: Facility Use Agreement Between the City of Long Beach, Mississippi and Harrison County for the Use of the Harrison County/Long Beach Sportsplex During Declared States of Emergency to Combat Covid-10

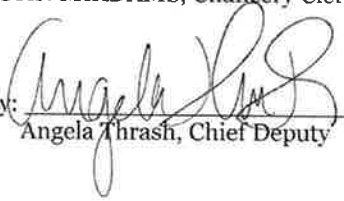
Gentlemen:

Enclosed please find an original executed contract in connection with the above referenced agreement.

We have retained on original for our file and will spread on the minutes.

Sincerely,

JOHN McADAMS, Chancery Clerk

By: 
Angela Thrash, Chief Deputy

Enclosure

C: Karen Olier, Contract Assistant
Tricia Tisdale, Boyce Holleman & Associates

**Minutes of July 21, 2020
Mayor and Board of Aldermen**

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

**FACILITY USE AGREEMENT BETWEEN THE CITY OF LONG BEACH,
MISSISSIPPI AND HARRISON COUNTY FOR THE USE OF THE HARRISON
COUNTY/LONG BEACH SPORTSPLEX DURING DECLARED STATES OF
EMERGENCY TO COMBAT COVID-19**

THIS FACILITY USE AGREEMENT, is made by and between HARRISON COUNTY, MISSISSIPPI, a political subdivision of the State of Mississippi, acting by and through its duly elected Board of Supervisors, (the "County"), with a principal address of 1801 23rd Avenue, Gulfport, Mississippi 39501 and THE CITY OF LONG BEACH, MISSISSIPPI, a political subdivision of the State of Mississippi, acting by and through its duly elected Mayor and Board of Aldermen, with its principal place of business being located at 209 Jeff Davis Avenue, Long Beach, Mississippi 39560, ("Long Beach").

WHEREAS, on March 14, 2020, Governor Tate Reeves issued Executive Order No. 1458 declaring that a State of Emergency exists in the State of Mississippi as a result of the outbreak of COVID-19; and

WHEREAS, Governor Reeves has subsequently issued multiple Executive Orders relating to the COVID-19 pandemic; and

WHEREAS, Executive Order No. 1478, issued on May 4, 2020, amends Paragraph I(h) (viii) of Executive Order No. 1477 so as to allow parks to open subject to certain limitations; and

WHEREAS, Executive Order No. 1491, issued on May 27, 2020, amends Paragraph II (p) of Executive Order No. 1487 to allow outdoor sports complexes and multi-field complexes to open in accordance with the guidelines issued by the Mississippi State Department of Health for organized youth sports subject to certain limitations; and

WHEREAS, the County currently owns, operates and maintains a recreational baseball complex consisting of four baseball fields, commonly referred to as the Long Beach Sports Complex, located at 20277 Daughtery Road, Long Beach, Mississippi 39560, (the "Long Beach Complex"); and

WHEREAS, the County does not administer nor operate recreational sports leagues; and

WHEREAS, the County is of the opinion that it is in the best interest of the County and its residents that the administration and operation of youth sports leagues, including baseball and softball, be outsourced to non-profit organizations whose sole purpose is to administer and operate said leagues within Harrison County; and

WHEREAS, Long Beach administers and operates a youth sports program at the Long Beach Complex; and

WHEREAS, Long Beach's youth sports program at the Long Beach Complex was suspended by Executive Order No. 1458; and

WHEREAS, Long Beach has requested that the County allow Long Beach to reinstate its league operations at the Long Beach Complex; and

Minutes of July 21, 2020
Mayor and Board of Aldermen

WHEREAS, in order to promote the availability of a youth baseball and softball program to the residents of Harrison County, the County and Long Beach desire to enter into a Facility Use Agreement for the Long Beach Complex during the declared State of Emergency to combat COVID-19.

WITNESSETH:

In consideration of the mutual agreements contained herein, the parties agree as follows:

1. **Term.** Long Beach shall be permitted to operate its youth baseball program at the Long Beach Complex beginning May 11, 2020 and terminating upon a declaration by the Governor of the State of Mississippi ending the State of Emergency declared as a result of COVID-19. Upon conclusion of the term of this Agreement, Long Beach shall be required to enter into a Facility Use Agreement with the County for continued use of the Long Beach Complex.
2. **Rental.** It is agreed that the services provided by Long Beach in the operation of a youth baseball program constitute a public service to the County that benefits the health and public welfare of families with minor children residing within Harrison County who participate in the program; therefore, rental during the term of this Agreement is waived.
3. **Restrictions on Use.** Long Beach agrees that operation of its youth baseball program at the Long Beach Complex shall be done so in strict accordance with the provisions of all applicable Executive Orders issued by the Governor of the State of Mississippi as the same relate to the State of Emergency declared as a result of COVID-19. In addition, Long Beach agrees that it shall use the Long Beach Complex in a safe manner, shall not cause or permit damage or injury thereto, and shall comply with all applicable federal, state and local laws, rules, regulations, policies and procedures. Long Beach shall be responsible for informing its coaches, officers, parents, players and other personnel of the terms of all applicable Executive Orders issued by the Governor of the State of Mississippi as the same relate to the State of Emergency declared as a result of COVID-19 as well as other applicable laws, rules, regulations, policies and procedures.
4. **Concessions.** The sale of concessions by Long beach or any third-party vendor during the term of this Agreement is strictly prohibited.
5. **Insurance.** Upon commencement of the term of this Agreement, Long Beach shall provide the County with a certificate of insurance evidencing comprehensive liability coverage naming Harrison County, Mississippi as an additional insured with combined limits not less than \$500,000.00 for bodily injury and property damage.
6. **Hold Harmless.** Long Beach expressly agrees to hold Harrison County, its elected officials, agents, officers and employees harmless from any and all damage(s) or injury(ies) to persons or property arising out of Long Beach's activities performed pursuant to this Agreement and indemnifies the County against all damages, liabilities, expenses and losses incurred by the County as a result of all activities performed, directly or indirectly, by Long Beach pursuant to this Agreement. It is understood and acknowledged that Long Beach does not release and shall have no obligation to indemnify and hold harmless the County, its elected officials, agents, officers and employees with respect to any claims, injuries, or damages of anyone who is not a registered player, member, or invitee of Long Beach. It is further understood and acknowledged that Long Beach shall have no obligation to hold the County, its elected officials, agents, officers and employees harmless with respect to any claims, demands, lawsuits, proceedings, losses, damages, liabilities, or expenses arising out of the acts and/or omissions of the County or any of its employees, elected officials, agents, officers or contractors, nor shall Long Beach have any

Minutes of July 21, 2020 Mayor and Board of Aldermen


obligation to indemnify the County, its elected officials, agents, officers and employees with respect to such.

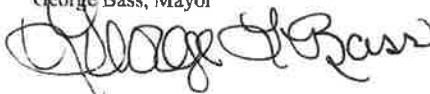
7. Default. Failure by Long Beach to (1) perform its duties under this Agreement in compliance with the provisions of all applicable Executive Orders issued by the Governor of the State of Mississippi as the same relate to the State of Emergency declared as a result of COVID-19 or other applicable federal, state and local laws, rules, regulations, policies and procedures; or (2) otherwise comply with the terms of this Agreement shall constitute an event of default. In the event of default, the County may elect to terminate this Agreement immediately.

8. Waiver. No paragraph or provision contained herein shall be construed to be a waiver of governmental immunity by Harrison County, Mississippi, its elected officials, agents, officers and employees.


IN WITNESS WHEREOF, the parties have executed, or have caused their properly authorized representatives to duly execute, this Agreement on this the 21 day of ~~June~~ ^{July}, 2020.

CITY OF LONG BEACH, MISSISSIPPI

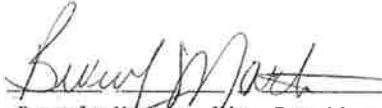

George Bass, Mayor




ATTEST:


Stacey Dahl
City Clerk
By: BOBBY TROSCLAIR
Title: PARKS AND RECREATION

HARRISON COUNTY, MISSISSIPPI


Beverly Martin, Vice President
Harrison County Board of Supervisors

ATTEST:


John McAdams, Clerk of the Board

Minutes of July 21, 2020
Mayor and Board of Aldermen

**AN ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF LONG BEACH APPOINTING A CITY ATTORNEY FOR THE
CITY, PRESCRIBING HIS DUTIES AND FIXING HIS COMPENSATION,
AND FOR RELATED PURPOSES.**

**BE IT ORDERED BY THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF LONG BEACH, MISSISSIPPI, AS FOLLOWS:**

SECTION 1. That Stephen B. Simpson., Esq., an attorney licensed to practice law under the laws of the State of Mississippi be, and is hereby appointed City Attorney of the City of Long Beach, Mississippi, for a term beginning July 21 2020, and continuing until June 30, 2021 to so serve, however, at the will and pleasure of the Governing Authorities of the City and until his successor shall have been appointed and qualified.

SECTION 2. That the duties of the City Attorney shall consist of advising the Mayor and Board of Aldermen in matters relating to the corporate and governmental municipal affairs of the City, representing the City in all legal matters and litigation wherein the City may be or become involved, drafting appropriate laws, orders, resolutions and ordinances as required by the Mayor and Board of Aldermen and generally to perform those duties required of a City Attorney of a code charter municipality under the Laws of the State of Mississippi, including borrowing of monies and issuance of notes, certificates of indebtedness and bonds of the City of Long Beach, where applicable.

SECTION 3. That for his regular duties of attending regular meetings of the Mayor and Board of Aldermen and there advising said governing authority of the municipality in matters relating to the corporate and governmental municipal affairs of the City, Stephen B. Simpson, shall be paid a non-refundable retainer of \$1,000.00 per month, to be paid monthly out of the City Treasury. In addition to the said monthly retainer, Stephen B. Simpson, shall be paid an hourly fee of One Hundred Sixty Five Dollars (\$165.00) per hour for services rendered out of Court, (exclusive of the aforesaid time expended in attendance at regular meetings of the governing authority), and One Hundred Sixty Five Dollars (\$165.00) per hour for services rendered in Court, to be paid monthly upon billing thereof. In addition, as provided by Mississippi Code Annotated Section 25-15-25, as amended, the City Attorney shall be paid a fee not to exceed one percent (1%) of the amount of any notes, certificates of indebtedness, bonds or other indebtedness or financing transactions, issued pursuant to any provision of any applicable law for or on behalf of the City of Long Beach. Fees do not include expenses, and for any

Minutes of July 21, 2020 Mayor and Board of Aldermen

expense incurred in the performance of his duties, the City Attorney shall be reimbursed as provided by law.

SECTION 4. That in such matters as the Mayor and Board of Aldermen may elect, James C. Simpson Jr., Esq, shall remain as counsel to the City and assist in any such matters so directed and shall only be paid an hourly fee of One Hundred Sixty Five Dollars (\$165.00) per hour, to be paid monthly upon billing thereof.

SECTION 5. This Order shall take effect and be in force from and after its adoption, and shall confirm said appointment effective July 21, 2020.

Alderman Lishen moved the adoption of the above and foregoing Order, seconded by Alderman Frazer and the question being to a roll call vote by the Mayor, the result was as follows:

Alderman	Ronald Robertson	voted	Aye
Alderman	Bernie Parker	voted	Aye
Alderman	Kelly Griffin	voted	Aye
Alderman	Timothy McCaffrey, Jr.	voted	Aye
Alderman	Mark E. Lishen	voted	Aye
Alderman	Patricia Bennett	voted	Aye
Alderman	Donald Frazer	voted	Aye

The question having received the affirmation vote of all the Aldermen present and voting, the Mayor declared the motion carried.

APPROVED:


George L. Bass, Mayor

ATTEST:


Stacey Dahl, City Clerk

Minutes of July 21, 2020 Mayor and Board of Aldermen

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

Fire Department:

- Education Pay, Firefighter 1st Class Justin Barr, EMT, effective July 1, 2020

Library:

- Step Increase, Library Director Harriet Saucier, CSA-8-II, effective July 1, 2020

Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to accept the June 2020 Revenue/Expense Report.

After extensive discussion and based on the following recommendation from City Engineer David Ball, Alderman Robertson made motion seconded by Alderman Lishen and unanimously carried to authorize Overstreet & Associates to perform an update to the City of Long Beach Harbor Master Plan:

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



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

July 16, 2020

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

RE: LB Harbor Master Plan Update

Ladies and Gentlemen:

Based on a number of conversations in recent years, it would be desirable to perform an update to the Master Plan to the Long Beach Harbor delivered to the City circa June 2013. In summary, this update would provide an updated Harbor Master Plan consisting of renderings, exhibits, preliminary plans, cost estimates, and a supplemental report for marina improvements and limited upland improvements. This plan would provide the information and rationale on which the City could base applications for grant funds, loans, and other requests for funding which are desperately needed to continue providing safe, secure, and self-sustaining Harbor facilities for the public use.

In order to provide the most advantageous and strategic document to the City, we recommend the following general items of work:

1. Coordination with City personnel and City entities (such as the Long Beach Port Commission) for the best possible understanding of current and future Harbor needs.
2. Evaluate the existing Harbor Master Plan and other plans in the area (e.g., Jeff Davis Gateway, etc.) for their applicability and conformance with the City's current vision for the Harbor.
3. Evaluate additional improvements and considerations for incorporation in the updated Master Plan, possibly including protection and hardening of existing infrastructure, entrance channel improvements, a commercial/charter pier, etc.

In general, we believe the City may be best served by focusing on the existing Harbor basin and infrastructure. Protecting, hardening, and improving the existing facilities, with only limited expansion or modification, could result in a much improved Harbor basin which is ready for years of use and service at costs much lower than those envisioned in the current Master Plan.

If the City concurs with the above, we request their preliminary approval to negotiate a contract with Overstreet & Associates to provide the services and products mentioned above. Our preliminary estimate of the fees to provide such services would be roughly \$50,000 on an hourly not-to-exceed basis. Upon your approval, we could prepare appropriate contract documents and begin the work. We look forward to working with the City in this important venture.

Sincerely,

David Ball, P.E.

DB:1106
Attachment

Minutes of July 21, 2020
Mayor and Board of Aldermen

There came on for discussion the need for a Survey of the City Cemetery, whereupon Alderman Frazer made motion seconded by Alderman Robertson and unanimously carried to authorize Overstreet & Associates to complete survey for an estimated cost of \$1,500.

There came on for discussion the need for a Survey of South Mitchell Road for widening purposes. Based on the following recommendation from City Engineer David Ball, Alderman Lishen made motion seconded by Alderman Frazer and unanimously carried to authorize Overstreet & Associates to perform said survey:

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



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

July 16, 2020

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


RE: Survey – S. Mitchell Rd. Widening

Ladies and Gentlemen:

Circa late 2018, the City gave approval to the subdivision currently under construction at south end of S. Mitchell Rd. As we understand it, the City's approval was given with the understanding that S. Mitchell Rd. would need to be widened by 2 feet from the new subdivision entrances all the way to Pineville Rd., with funds having been offered by the developer and with a gracious offer of construction assistance from our County Supervisor, Marlin Ladner.

In order to begin the process of design & construction of those improvements, we will need topographic and property survey of the area. We estimate the costs to perform such survey of the nearly 1/2 mile project area at \$6,500. Upon completion of the survey, design work could begin at the City's direction.

We recommend the City authorize this work, and we should be able to complete the work within 3 weeks from approval.

Sincerely,

David Ball, P.E.

DB:539

**Minutes of July 21, 2020
Mayor and Board of Aldermen**

There came on for discussion the following derelict properties:

- 734 N Nicholson Ave – assessed to Creative Real Estate LLC
- 19132 Pineville Rd – assessed to Cynthia Nadean Saucier
- 222 E 5th St – assessed to Lacasa I LLC

whereupon Alderman Frazer made motion seconded by Alderman Griffin and unanimously carried to schedule public hearings, Tuesday, August 18, 2020, at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not these properties situated in the City of Long Beach are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community.

The Mayor recognized the City Attorney for his report, whereupon he apprised the Board of matters that required no action.

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Frazer made motion seconded by Alderman Griffin and unanimously carried to recess until Wednesday, August 5, 2020 at 5:00 p.m., due to the special election being held on the next scheduled meeting date.

Minutes of July 21, 2020
Mayor and Board of Aldermen

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