

**Minutes of November 15, 2011
Mayor and Board of Aldermen**

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in November, 2011, 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 William Skellie, Jr., Aldermen Leonard G. Carrubba, Sr., Gary J. Ponthieux, Bernie Parker, Kaye H. Couvillon, Ronnie Hammons, Jr., Mark E. Lishen, Carolyn J. Anderson, City Clerk Rebecca E. Schruoff, and City Attorney James C. Simpson, Jr.

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

The meeting was called to order and there was no action required or taken regarding bids.

Alderman Lishen announced that everyone was invited to the Long Beach Boy Scouts Troop 205 Flag Retirement Ceremony, this evening at 7:00 p.m.

There were no amendments to the Municipal Docket.

Alderman Anderson made motion seconded by Alderman Hammons and unanimously carried to approve the regular meeting minutes of the Mayor and Board of Alderman dated November 1, 2011, as submitted.

Alderman Parker made motion seconded by Alderman Hammons and unanimously carried to approve the regular meeting minutes of the Planning Commission dated November 10, 2011, as submitted.

Alderman Hammons made motion seconded by Alderman Parker and unanimously carried to approve payment of invoices as listed in Docket of Claims number 111511.

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The Mayor apprised the Board of Aldermen regarding changes to the verbiage on signs for the Town Green to be approved at the next regular meeting, December 6, 2011.

Alderman Hammons made motion seconded by Alderman Anderson and unanimously carried to approve CDBG (1) Request for Cash and payment of (1) invoice, as follows:

MEMO

DATE: September 30, 2011
TO: Honorable William Skellie, Jr.
City of Long Beach
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: City of Long Beach
Community Revitalization Grant
CDBG Project #R-109-235-02-KCR
Municipal Complex Project
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

- 1. JBHM
Invoice number 37 in the amount of \$159.09
For Architect/Engineering expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 41" in the amount of \$159.09 for payment of the above invoices.

Please have the above invoices and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 41" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

REMINDER

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.

enclosures

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

There came on for consideration close out documents, final approval and payment, City Hall Project; upon discussion, Alderman Anderson made motion seconded by Alderman Lishen, for discussion, to approve said documents.

After considerable discussion, Alderman Parker offered substitute motion, seconded by Alderman Lishen, to deny final approval and payment as stated in the close out documents, City Hall Project, until such time as the punch list is complete; and to request clarification regarding discrepancies in substantial completion and final completion dates as stated in the close out documents. The matter will be placed on the agenda for the next regular meeting, December 6, 2011, for further consideration.

The question on the substitute motion being put to a roll call vote by the Mayor, the result was as follows:

Alderman Bernie Parker	voted	Aye
Alderman Gary J. Ponthieux	voted	Aye
Alderman Kaye H. Couvillon	voted	Aye
Alderman Carolyn Anderson	voted	Nay
Alderman Leonard G. Carrubba, Sr.	voted	Aye
Alderman Mark E. Lishen	voted	Aye
Alderman Ronnie Hammons, Jr.	voted	Aye

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

Alderman Parker made motion seconded by Alderman Anderson and unanimously carried to approve the contract by and between the City of Long Beach and FMA, Inc., Construct War Memorial Project, as follows:

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 **AIA** Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 18th day of October in the year 2011
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

FMA, Inc.
403 Moonraker Drive
Slidell, LA 70458
Telephone Number: 985-960-0221
Fax Number: 985-847-1868

for the following Project:
(Name, location and detailed description)

11034.00 Long Beach War Memorial
Jefferson Davis Avenue, Long Beach, MS

The Architect:
(Name, legal status, address and other information)

JBHM Architects, P.A.
2548 Beach Blvd.
Suite 100
Biloxi, MS 39531
Telephone Number: 228-594-2200
Fax Number: 228-594-2020

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement will be fixed in the Notice to proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred Fifty (150) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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(Table deleted)

, subject to adjustments of this Contract Time as provided in the Contract Documents.
 (Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

The amount estimated per calendar day for liquidated damages is \$100.00/day.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Fifty Four Thousand (\$ 154,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
 (State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 4.3 Unit prices, if any:
 (Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:
 (Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Allowance No. 1	\$475/1,000 Standard modular-size face brick
Allowance No. 2	\$650/1,000 Standard modular-size clay brick pavers

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Forty-fifth (45th) day of the following receipt of the application for payment. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than Sixty (60) days after the Architect receives the Application for Payment.
 (Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Once the work is at least fifty percent (50%) complete, on schedule and satisfactory in the Architect's and the Owner's opinion, fifty percent (50%) of the retainage held to date shall be returned to the contractor for the distribution to the appropriate subcontractors and suppliers and retainage thereafter shall be withheld at the rate of two and one-half percent (2.5%).

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

| N/A

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

| Litigation in a court of competent jurisdiction

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

| The applicable rate of interest according to Mississippi Law.

§ 8.3 The Owner's representative:
(Name, address and other information)

William Skellie, Mayor
City of Long Beach, Mississippi
201 Jeff Davis Avenue
Long Beach, MS 39560
Telephone Number: 228-863-1556
Fax Number: 228-865-0822

§ 8.4 The Contractor's representative:

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(Name, address and other information)

Melvin A. Faciane, Jr., Vice President
 FMA, Inc.
 403 Moonraker Drive
 Slidell, LA 70458

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 00800	Supplementary Conditions	06/14/11	16

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
Specifications	Long Beach War Memorial	June 14, 2011	All inclusive from Division 0 through Division 16.

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
A000	Cover Sheet	6/14/2011
A201	Floor, Layout, RCP & Roof Plan	6/14/2011
A301	Elevations & Sections	6/14/2011
A900	Axon	6/14/2011
S001	Structural Notes & Drawing Index	6/14/2011
S002	Structural Quality Assurance Plan	6/14/2011

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S101	Foundation Plan & Roof Framing Plan	6/14/2011
S301	Foundation Sections and Details	6/14/2011
E001	Notes, Schedule & Abbreviations	6/14/2011
E101	Site Plan	6/14/2011
E121	Lighting Plan	6/14/2011
E501	Panel Schedules	6/14/2011
AD001	Monument Substrate	7/8/2011

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum 1	7/8/11	13

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

- Exhibit B: CDBG Special Provisions and Regulations
- Exhibit C: CDBG Certifications/Assurances
- Exhibit D: FMA, Inc. Letter of "Valued Engineering" dated 8/10/2011

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or bond
See General Conditions and Supplementary Conditions Article II

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

William Skellie, Jr. Mayor
(Printed name and title)

CONTRACTOR (Signature)

Melvin A. Faciane, Jr. Vice President
(Printed name and title)

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Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Wanda Wilson, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:36:44 on 10/24/2011 under Order No. 5492270590_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Wanda Wilson
(Signed)

Office manager
(Title)

10/24/11
(Dated)

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There came on for consideration a letter from Patrick Moore, AMEC, as follows:

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November 9, 2011

To: Mayor William Skellie, Jr.
City of Long Beach
645 Klondyke Road
Long Beach, MS 39560

From: Patrick Moore
Project Manager
AMEC Earth and Environmental

RE: City of Long Beach
FMA Residential Acquisition Program
Project Number: FMA-PJ-04-MS-2009-005
Approval of James Simpson Jr. as program attorney

Mayor Skellie:

On March 1, 2011, the Long Beach, Board of Aldermen appointed Attorney Frank R. McCreary to provide legal services for the buyout of nine flood prone properties eligible for acquisition as part of the City's FMA Acquisition Grant Program. Recently Mr. McCreary expressed that he would not be able to perform the required services and ask that the City seek another attorney to handle the property buyouts. Following McCreary's announcement the City's board Attorney James Simpson, Jr. has agreed to provide legal services for the FMA grant program. Board approval is required to officially remove McCreary and secure the services of Simpson. Please include this item on the agenda for the November 15, 2011, board meeting. If you have any questions, please contact me at 228-327-5166.

Sincerely,
Patrick Moore

Upon discussion, Alderman Hammons made motion seconded by Alderman Anderson and unanimously carried to remove Attorney Frank McCreary, at his request, and appoint Attorney James C. Simpson, Jr., as the attorney of record for the FMA Residential Acquisition Program.

There came on for consideration a letter from Fire Chief George Bass, as follows:

LONG BEACH FIRE DEPARTMENT

Chief George Bass

*645 Klondyke Road
Long Beach MS 39560*

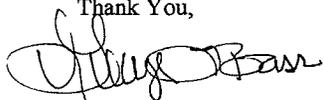
*Phone (228) 863-7292
Fax (228) 868-0070*

To: Mayor Skellie and City Council
Fr: Chief George Bass
Re: Uniform allowance increase
Dt: 11/02/2011

Mayor and Council,

Due to rising uniform prices, an increase was proposed for uniform allowance in the 2011/2012 budget. I am asking for your approval of this increase. The total increase for uniforms will be \$3,300.00 for the year.

Thank You,



Chief George Bass

Upon discussion, Alderman Parker made motion seconded by Alderman Ponthieux to approve the increase in Fire Department uniform allowance as set forth above; and based upon the recommendation of Fire Chief George Bass and certification by the Civil Service Commission, to approve Fire Department personnel matters, as follows:

- Step Increase, Firefighter 1st Class Levi Condif, FS-9-III, effective November 16, 2011;

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- Step Increase, Firefighter 1st Class Brad McGill, FS-9-VI, effective November 16, 2011;
- Step Increase, Firefighter 1st Class Derek Palmer, FS-9-I, effective December 16, 2011.

Based upon the recommendation of Police Chief Wayne McDowell and certification by the Civil Service Commission, Alderman Ponthieux made motion seconded by Alderman Parker and unanimously carried to approve Police Department personnel matters, as follows:

- Step Increase, Sergeant Ray Bell, PS-11-VII, effective December 1, 2011.
- Step Increase, Records Clerk Cynthia Bolton, CSA-3-III, effective December 1, 2011;
- Education Pay, Dispatcher Jolee Knight, Associate Degree, effective November 15, 2011.

Based upon the recommendation of Harbor Master Bill Angley and certification by the Civil Service Commission, Alderman Ponthieux made motion seconded by Alderman Hammons and unanimously carried to approve Harbor personnel matters, as follows:

- Step Increase, Harbor Guard Curtis Falks, CSH-2-I, effective August 16, 2011;
- Step Increase, Harbor Guard Tommy Moulton, CSH-2-I, effective November 16, 2011;
- Step Increase, Harbor Guard Genesis Thompson, CSH-2-I, effective November 16, 2011;
- Step Increase, Harbor Guard Scott West, CSH-2-I, effective August 1, 2011.

Based upon the recommendation of Library Director Jeannie Ripoll, Alderman Parker made motion seconded by Alderman Hammons and unanimously carried to accept the resignation of part-time Library Clerk Stephanie Schruuff and to hire part-time Library Clerk Angela Sullenberger, effective November 16, 2011, at \$8.00 per hour.

There came on for consideration emergency replacement of the Pino Street Water Main and a letter with attachment from City Engineer David Ball, as follows:

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Mayor and Board of Aldermen

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A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS
520 33RD STREET, GULFPORT, MS 39507

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

November 9, 2011

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

RE: Pino Street Water Main Replacement

Ladies and Gentlemen:

At the last meeting of the Mayor and Board of Aldermen, you directed us to advertise this project in the Sun Herald in accordance with State purchasing laws. However, the very next morning, the water main on Pino Street broke for the second time in one week, necessitating another costly repair. Therefore, after concurring with the Mayor and Derrel Wilson regarding the need to begin making more permanent repairs as soon as possible and upon their direction, we invited five contractors to meet with us on-site on Friday morning and to turn in sealed bids by Tuesday at 3 PM. We invited J. Levens, Twin L, Necaise Bros., A&C Industrial, and Kappa. We also provided a set to Knowles upon their request Monday morning.

We opened the bids on Tuesday at City Hall and have attached a Certified Tabulation of the bids hereto. The low bidder was A&C Industrial with a price of \$173,413.81. Although we are unaware if A&C has performed work in the City before, we have seen their work in other areas and are satisfied that they can complete the work in a timely and professional manner. In an attempt to keep the process as short as possible, we have requested that A&C begin assembling and submitting their insurance and required bonds and submittals. Therefore, we recommend that you ratify this award and authorize the immediate execution of a contract and issuance of a Notice to Proceed.

Sincerely,

David Ball, P.E.

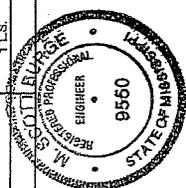
DB:1924
Enclosure

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TABULATION OF BIDS CITY OF LONG BEACH PINO STREET WATER MAIN REPLACEMENT (Emergency Project) Bid Date: November 8, 2011										
CONTRACTORS BIDDING:										
Certification of Responsibility No.:										
Debarment/Non-Collusion Certification:										
Acknowledgment of Clarification No. 1:										
Bid Bond:										
ITEM NO.	PLAN QUANTITY	ITEM	UNIT PRICE	EXTENSION						
100-A	2,320 L.F.	8" WATER MAIN, PVC OR DUCTILE IRON	\$28.30	\$65,756.00	\$18.00	\$41,760.00	\$18.00	\$41,760.00	\$18.00	\$41,760.00
100-B	1,365 L.F.	8" WATER MAIN DUCTILE IRON	\$18.88	\$25,756.80	\$12.75	\$17,403.75	\$36.00	\$49,140.00	\$36.00	\$49,140.00
100-C	3.0 TON	DUCTILE IRON FITTINGS	\$5,438.42	\$16,308.26	\$4,750.00	\$14,250.00	\$4,600.00	\$13,800.00	\$4,600.00	\$13,800.00
100-D	2,020 L.F.	ABANDON EXISTING WATER MAIN	\$9.50	\$19,190.00	\$4.50	\$9,090.00	\$3.00	\$6,060.00	\$3.00	\$6,060.00
100-E	600 L.F.	DISPOSAL OF ASBESTOS-CEMENT WATER MAIN	\$1.08	\$648.00	\$5.00	\$3,000.00	\$2.00	\$1,200.00	\$2.00	\$1,200.00
110-A	1 EA.	8" GATE VALVE WITH BOX	\$1,171.05	\$1,171.05	\$1,200.00	\$1,200.00	\$900.00	\$900.00	\$900.00	\$900.00
120-A	1 EA.	FIRE HYDRANT WITH VALVE, LESS THAN 3' BURY	\$2,468.78	\$2,468.78	\$3,000.00	\$3,000.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00
120-B	1 EA.	FIRE HYDRANT WITH VALVE, 3' TO 6' BURY	\$2,848.08	\$2,848.08	\$3,000.00	\$3,000.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00
120-C	3 EA.	FIRE HYDRANT WITH VALVE, GREATER THAN 6' BURY	\$2,847.21	\$8,541.63	\$3,000.00	\$9,000.00	\$2,800.00	\$8,400.00	\$2,800.00	\$8,400.00
130-A	1 EA.	CONNECT TO EXISTING FITTING OR STUB	\$474.76	\$474.76	\$1,000.00	\$1,000.00	\$400.00	\$400.00	\$400.00	\$400.00
130-B	1 EA.	LOCATE AND DISCONNECT EXISTING WATER MAIN	\$2,593.75	\$2,593.75	\$3,200.00	\$3,200.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00
130-C	1 EA.	8" X 8" TAPPING SLEEVE WITH VALVE	\$105.60	\$105.60	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
130-D	1 EA.	REMOVE EXISTING FIRE HYDRANT	\$105.60	\$105.60	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
130-E	2 EA.	REMOVE EXISTING VALVE	\$250.00	\$500.00	\$250.00	\$500.00	\$250.00	\$500.00	\$250.00	\$500.00
140-A	16 EA.	3/4" TAPPING VALVE ASSEMBLY	\$200.46	\$3,207.36	\$140.00	\$2,240.00	\$150.00	\$2,400.00	\$150.00	\$2,400.00
140-B	6 EA.	1-1/2" TAPPING VALVE ASSEMBLY	\$360.35	\$2,162.10	\$220.00	\$1,320.00	\$220.00	\$1,320.00	\$220.00	\$1,320.00
140-C	32 EA.	3/4" WATER SERVICE ASSEMBLY	\$193.07	\$6,178.24	\$130.00	\$4,160.00	\$275.00	\$8,800.00	\$275.00	\$8,800.00
140-D	40 L.F.	3/4" WATER LINE BORED UNDER PAVEMENT	\$21.10	\$844.00	\$50.00	\$2,000.00	\$10.00	\$400.00	\$10.00	\$400.00
140-E	160 L.F.	1-1/2" WATER LINE BORED UNDER PAVEMENT	\$21.10	\$3,376.00	\$54.00	\$8,640.00	\$20.00	\$3,200.00	\$20.00	\$3,200.00
140-F	32 EA.	LOCATE AND CONNECT TO EXISTING WATER SERVICE	\$195.18	\$6,245.76	\$75.00	\$2,400.00	\$200.00	\$6,400.00	\$200.00	\$6,400.00
500-A	50 C.Y.	PIPE BEDDING/FOUNDATION MATERIAL	\$2.11	\$1,055.50	\$3.00	\$1,500.00	\$4.00	\$2,000.00	\$4.00	\$2,000.00
500-B	300 C.Y.	SELECT SANDY BACKFILL	\$1.06	\$318.00	\$12.00	\$3,600.00	\$10.00	\$3,000.00	\$10.00	\$3,000.00
500-C	100 S.Y.	GEOTEXTILE FABRIC	\$0.28	\$28.00	\$3.50	\$350.00	\$3.00	\$300.00	\$3.00	\$300.00
510-A	100 S.Y.	8" LIMESTONE ROAD BASE RESTORATION	\$22.16	\$2,216.00	\$18.00	\$1,800.00	\$15.00	\$1,500.00	\$15.00	\$1,500.00
510-B	2" HOT BITUMINOUS PAVEMENT RESTORATION COURSE (ST-12.5mm)	\$14.77	\$2,954.00	\$33.00	\$6,600.00	\$16.00	\$3,200.00	\$22.00	\$4,400.00	
510-C	250 S.Y.	CONCRETE SIDEWALK RESTORATION	\$18.99	\$4,747.50	\$35.00	\$8,750.00	\$44.00	\$11,000.00	\$44.00	\$11,000.00
510-D	200 S.Y.	CONCRETE DRIVE RESTORATION	\$39.04	\$7,808.00	\$40.00	\$8,000.00	\$55.00	\$11,000.00	\$55.00	\$11,000.00
510-E	60 L.F.	CONCRETE CURB & GUTTER RESTORATION	\$16.30	\$978.00	\$20.00	\$1,200.00	\$18.00	\$1,080.00	\$18.00	\$1,080.00
510-F	600 L.F.	SAWCUT JOINT	\$8.33	\$5,000.00	\$4.85	\$2,910.00	\$3.00	\$1,800.00	\$3.00	\$1,800.00
510-G	100 S.Y.	GRANULAR DRIVE RESTORATION	\$10.65	\$1,065.00	\$14.00	\$1,400.00	\$9.00	\$900.00	\$9.00	\$900.00
510-H	8 L.F.	18" RCP CULVERT RESTORATION	\$189.88	\$1,519.04	\$100.00	\$800.00	\$90.00	\$720.00	\$90.00	\$720.00
510-I	30" RCP CULVERT RESTORATION	\$37.71	\$1,131.30	\$150.00	\$4,500.00	\$120.00	\$3,600.00	\$120.00	\$3,600.00	
510-J	36" RCP CULVERT RESTORATION	\$47.35	\$1,704.60	\$200.00	\$7,200.00	\$160.00	\$5,760.00	\$160.00	\$5,760.00	
510-K	0.76 ACRE	VEGETATIVE COVER	\$189.20	\$143.59	\$400.00	\$300.00	\$800.00	\$640.00	\$800.00	\$640.00
530-A	1 L.S.	MAINTENANCE OF TRAFFIC	\$844.00	\$844.00	\$4,600.00	\$4,600.00	\$9,350.00	\$9,350.00	\$9,350.00	\$9,350.00
540-A	1 L.S.	STORMWATER MANAGEMENT	\$1,002.25	\$1,002.25	\$4,000.00	\$4,000.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00
TOTAL BID				\$173,413.84		\$174,853.75		\$189,800.00		\$207,817.73

NOTE: * Inconcreteness on several unit prices (written in words) resulted in erroneous extensions and an extremely large total bid amount. ("In case of discrepancy, the unit price amount shown in words will govern.")



* Engineer's Corrected Figure
M. Scott Burge, P.E.
Cert. No. 9550
November 9, 2011

Based upon the recommendation of Mr. Ball, Alderman Ponthieux made motion seconded by Alderman Parker and unanimously carried ratifying the emergency replacement of the Pino Street water main and awarding the contract to A & C Industrial, Inc., as the lowest and best bid, all as set forth above.

Alderman Ponthieux made motion seconded by Alderman Anderson and unanimously carried to approve the 2011-2012 Holiday Schedule, as follows:

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HOLIDAY SCHEDULE *

2011

Wednesday, November 23rd Close Noon (ALL administrative employees taking off at noon MUST utilize leave or remain at work for their normal work day)

Thursday, November 24th Closed-Thanksgiving Holidays

Friday, November 25th Closed-Thanksgiving Holidays

Thursday, December 22nd Close Noon (ALL administrative employees taking off at noon MUST utilize leave or remain at work for their normal work day)

Friday, December 23rd Closed-Christmas Holidays

Monday, December 26th Closed-Christmas Holidays

2012

Monday, January 2nd Closed-Observance of New Year

Monday, January 16th Closed-Martin Luther King's and Robert E. Lee's Birthday

Monday, February 20th Closed-President's Day

Monday, April 30th Closed-Confederate Memorial Day

Monday, May 28th Closed-Memorial Day

Wednesday, July 4th Closed-Independence Day

Monday, September 3rd Closed-Labor Day

Monday, November 12th Closed-Honor Veteran's Day

Wednesday, November 21st Close Noon (ALL administrative employees taking off at noon MUST utilize leave or remain at work for their normal work day)

Thursday, November 22nd Closed-Thanksgiving Holidays

Friday, November 23rd Closed-Thanksgiving Holidays

Friday, December 21st Close Noon (ALL administrative employees taking off at noon MUST utilize leave or remain at work for their normal work day)

Monday, December 24th Closed-Christmas Holidays

Tuesday, December 25th Closed-Christmas Holidays

Monday, December 31st Close Noon (ALL administrative employees taking off at noon MUST utilize leave or remain at work for their normal work day)

Tuesday, January 1, 2013 Closed- New Year's Day

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

There came on for consideration derelict properties and it was the consensus of the Mayor and Board of Aldermen to require the attendance of Building Official Earl Levens at city board meetings to provide information regarding derelict properties and zoning matters, should any questions arise. Discussion of derelict properties in Ward 5 was taken under advisement for further consideration at the next regular meeting, December 6, 2011, in order to address those matters with the Building Official at that time.

Alderman Ponthieux made motion seconded by Alderman Parker and unanimously carried directing the City Attorney to forward written notice to all parties involved with the former senior citizen building on Jeff Davis Avenue, advising them that the property is in a derelict condition and a blight on the community, demanding that they bring the property into compliance within thirty (30) days or the city will proceed with adjudication procedures.

Appointments to the Planning Commission, Wards 2 and 3, were taken under advisement until the next regular meeting, December 6, 2011.

Alderman Anderson made motion seconded by Alderman Lishen and unanimously carried to approve the agreement by and between the City of Long Beach and the Harrison County Development Commission, as follows:

**Minutes of November 15, 2011
Mayor and Board of Aldermen**

ECONOMIC DEVELOPMENT SERVICES AGREEMENT

THIS AGREEMENT entered into this 15th day of November, 2011, by and between the City of Long Beach, Mississippi, hereinafter referred to as the "City" and the Harrison City Development Commission, an economic development agency, with his principal office in Gulfport, Mississippi, hereinafter referred to as "HCDC".

WITNESSETH:

WHEREAS, it is the desire of the City to utilize HCDC to provide economic development assistance and related services as are hereinafter set forth, commencing on the 1st day of November, 2011 and terminating as designated in (E), below or October 30, 2012.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

A. Scope of Services.

HCDC shall provide a full range of economic development related services under this agreement. Services will include, but are not limited to:

- assist in the development of a marketing strategy
- market proactively through direct contacts
- define roles of key personnel
- create demographic information directed toward commercial/retail development
- review and document existing and potential development sites
- provide technical assistance in downtown development activities
- attend Board of Aldermen meetings, as requested
- assist in planning and attending trade shows, such as ICSC – International Council of Shopping Centers
- review and comment on economic development related functions, such as, proposals, site plans, leases and grants, as requested
- perform site inspections of development projects and provide assistance, as required
- attend public meetings and hearings as they relate to economic development issues, as requested
- prepare written reports, analyses, or studies on development matters, as requested
- provide assistance with computer services for mapping and data information
- provide any other economic development function, mutually agreed to by both parties.

All reports or studies, including maps and charts that HCDC may prepare for the City shall be charged to the City at cost.

B. Methods of Performance.

*

*

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HCDC agrees that competent staff members working under the supervision of HCDC executive director will conduct all services provided. All said services shall be performed and rendered in a diligent manner.

C. Services Not Included.

Services under this agreement do not include any architectural, engineering or legal services. They do not include participation or testimony in any court cases. This agreement does not include the administration of any grants or loans successfully obtained for the City.

D. Compensation.

To perform all the services in this agreement, HCDC shall be compensated for all direct costs expended in connection with this agreement, excluding any compensation for HCDC's staff time. HCDC shall continue to perform said services as agreed upon, unless both parties agree upon additional compensation.

Reimbursement of all HCDC expenses associated with this agreement shall be on a monthly basis. City shall submit payment within thirty days of receipt of invoice.

All out of Harrison County travel requested by the City shall be reimbursed at a rate of 55 cents per mile for car travel and actual expenses for food, lodging, non-car travel and associated costs, plus ten (10%) for overhead.

E. Cancellation.

The City and HCDC shall each reserve the right to cancel and terminate this agreement upon thirty (30) days notice to the other party. If the City as provided herein terminates this agreement, HCDC will be paid for the expenses incurred up to the termination date.

F. General Provisions.

1. In addition to the provisions for termination of this Agreement as set forth in the preceding section, the City reserves the right to terminate this agreement for breach of any contract terms or conditions.
2. The City shall designate the individual(s) that will have the authority to authorize work for HCDC.
3. HCDC will maintain all records associated with this agreement for a minimum of three years after the expiration of this agreement. All records will be made available to the City upon request.
4. The City shall provide any data necessary to perform the duties of this agreement in a timely manner and at no expense to HCDC.
5. All documents and information created under the terms of this agreement shall be the property of the City.

IN WITNESS THEREOF the parties hereto have made and executed this agreement as of this the 15th day of November, in the year of 2011.

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CITY OF LONG BEACH



Mayor

HARRISON COUNTY
DEVELOPMENT COMMISSION

Larry S. Barnett, Executive Director

 11-15-11

Attest Date

Attest Date

Alderman Ponthieux made motion seconded by Alderman Lishen and
unanimously carried to approve the City's Event Policy/Application, as follows:

The City of Long Beach appreciates your efforts in contributing to the heart and vitality of the City through your proposed Special Event. We recognize that the City of Long Beach is fortunate to have many varied and beautiful parks and friendly streets and neighborhoods, all of which provide wonderful venues at which to hold Special Events.

A special event is defined as one or more of the following situations occur: (1) Outdoor entertainment is being offered; (2) An admission fee is charged; (3) Vendors sell food products/wares; (4) Carnival games/amusement rides are offered; (5) Attendance is double the estimated population in the area where the event is to be held; (6) Purpose of event is a fundraiser; (7) It interferes with parking, safe movement of pedestrians and/or vehicular traffic in the area; (8) Alcoholic beverages are sold; (9) a sports tournament is involved.

To preserve the City's natural resources, while still offering enjoyment, the City may permit the temporary use of public properties or roadways for special activities. The City coordinates the review of these events with various City departments to ensure that the events are conducted safely.

The City Clerk's Office will distribute copies of your application to all City departments or agencies affected by your event. These department or agencies will contact you individually only if they have specific questions or concerns about your event.

PURPOSE: The purpose of the Special Events Policy is to promote uniform procedures to regulate and permit special event activity at locations under the jurisdiction of the City of Long Beach. The Special Event Application is a starting point for any group or individual who wishes to hold an event, parade, assembly, festival, or similar affair, within the municipal limits of the City of Long Beach.

SPECIAL EVENT APPLICATION REQUIRED: This Policy Statement on Special Events covers all special events. Any organization wishing to sponsor or hold a Special Event in the City of Long Beach that takes place on public lands or lands that are controlled by the City of Long Beach will be required to complete the City of Long Beach Special Event Application.

A Special Event within the City of Long Beach that will be conducted on the streets, parks or other public area is required to be approved by the Board of Aldermen. Applications to conduct a Special Event must be made in writing to the Office of the City Clerk. **The Mayor and Board of Aldermen meet on the first and third Tuesday of each month; applications must be received no later than noon on Friday prior to Tuesday's meeting.** Applications are available from the City Clerk's Office and via the City's website at www.cityoflongbeachms.com.

The City will provide a complete review of any special event application, including consultation with the applicant as may be reasonably necessary to resolve problems and/or concerns.

Minutes of November 15, 2011 Mayor and Board of Aldermen

Sponsors of Special Events should be aware that noise generated by the event could have an impact on the neighborhoods near the event site. Sponsors must be considerate of the neighborhood and be aware of the City Noise Ordinance.

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

IMPLEMENTATION

Eligibility Requirements: The application or representative of any business, group or organization that seeks approval to conduct a special event, must be 21 years of age or older and officially designated as the agent of the sponsoring business, group, or organization.

Application Procedure: A Special Event Application must be received in the City Clerk's Office no later than ninety (90) days before the first day of the event. An incomplete application may result in denial of your request. We ask that applicants begin the process as early as possible in order that proper approvals and deadlines are met.

Please submit the following information:

- Signed application
- Map (sketch) of event site, detailing street closures, parking requirements, etc.
- Schedule of Event
- Proof of insurance/indemnification (naming City of Long Beach as an "additional insured")

Mapped Routes

A detailed map or diagram indicating the specific locations and layout of the event must be submitted. This should also include any proposed street closures, proposed route and direction of route including all turns and the number of traffic lanes to be used, if applicable.

Routes for special events must be submitted with the license application, regardless of historical precedent. Proposed routes may be altered at the discretion of the Police Department and the Department of Public Works. In the event that the organizer or sponsor of any special event deviates from the route submitted without the approval of the city, the organizer or sponsor of such special event may be denied a permit for any special event for the following calendar year.

EMERGENCY MEDICAL SERVICES: Due to the vast number of different types of events, along with the anticipated crowd sizes, at a minimum, all event holders should have knowledge of 911 access and someone who is certified in First Aid/CPR. Also, basic First Aid Stations and/or kits should be on site.

LIABILITY INSURANCE REQUIREMENTS: To comply with the City's insurance liability carrier, the City must require that all sponsors of a special event carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Long Beach as an additional named insured party on the policy.

An event sponsor may request that the Board of Aldermen waive the insurance coverage for an event classified as Low Hazard. A Low Hazard event is a small gathering or ceremony involving not more than 50 people, who are passively participating in the activity, without any physical activity by participants or severe exposure to spectators, and no City services are required. An event sponsor of a Low Hazard event must sign a Hold Harmless and Indemnification Agreement as part of its application process.

City Services: All costs are the responsibility of the permit holder. The Long Beach Police Department reviews and determines which police services the event requires, and if necessary, the amount of security services for the event. Each City Department will list their cost on the Departmental Use form of the application packet.

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

WRITTEN CONFIRMATION OF CITY APPROVAL: It is expected that the event coordinator or a representative be present at the Board of Aldermen meeting to answer any possible questions that the aldermen may have regarding your proposed event. **Please note, if questions arise at the Board of Aldermen meeting, and a representative is not present, your request may be denied.**

Upon approval of the Special Event Application, a written confirmation as to the action of the Board of Aldermen will be forwarded to the individual or organization requesting the event by the City Clerk's Office. This confirmation will outline any special conditions that must be met if the event is to be held.

PLEASE CONTACT THE CITY CLERKS OFFICE, WITH QUESTIONS REGARDING THIS POLICY AT (228) 863-1556.

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CITY OF LONG BEACH
SPECIAL EVENT APPLICATION
City Clerk's Office * 201 Jeff Davis Avenue * P.O. Box 929 * Long Beach, MS 39560

Date Received By Clerk's Office: _____ Time: _____ By: _____

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

Sponsoring Organization's Legal Name: _____

Organization Address: _____

Organization Agent: _____ Title: _____

Phone: _____ Work Home _____ During event _____

Agent's Address: _____

Agent's E-Mail Address: _____

Event Name: _____

Please give a brief description of the proposed special event: _____

Event Day(s) & Date(s): _____ Event Time(s): _____

Set-Up Date & Time: _____ Tear-Down Date & Time: _____

Event Location: _____

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

How many years has this event occurred? _____

MAP: (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal

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locations and the route plan. (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

STREET CLOSURES: Start Date/ Time: _____ through Date/ Time _____

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

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

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

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

If yes, what time? _____ Until _____

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

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

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

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

If yes, you are required to obtain a permit through the City Clerk's Office.

REST ROOMS: Are you planning to provide portable rest rooms at the event? YES NO

If yes, how many? _____

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

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

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INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$500,000. An event sponsor must provide a valid certificate of insurance naming the City of Long Beach as an additional insured party on the policy. A sponsor of a Low Hazard event may request that Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

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

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

The approval of this special event may include additional requirements or limitations, based on the City's review of this application. Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

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

Date

Signature of Sponsoring Organization's Agent

**RETURN THIS APPLICATION at least ninety (90) days before the first day of the event to:
CITY CLERK'S OFFICE - 201 JEFF DAVIS AVENUE - P.O. BOX 929 - LONG BEACH, MS
39560**

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Mayor and Board of Aldermen

Event Title: _____

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

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

Police Dept.: _____ Recommend Approval: YES NO Est. Economic Impact: \$ _____

Fire Dept.: _____ Recommend Approval: YES NO Est. Economic Impact: \$ _____

Public Works: _____ Recommend Approval: YES NO Est. Economic Impact: \$ _____

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

Parks/REC: _____ Recommend Approval: YES NO Est. Economic Impact: \$ _____

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions _____

Insurance / Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

Approval/ Denial Mailed: _____

The following items were taken under advisement for further consideration at the next regular meeting, December 6, 2011:

- Amendments to Cemetery Ordinance;
- Ordinance-Require Utility Companies to Obtain Permits for Routine Maintenance/Repairs;
- Sidewalk Ordinance.

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There came on for consideration at a duly constituted meeting of the Board of Aldermen and Mayor of the City of Long Beach duly held and convened on the 15th day of November, 2011, the following Resolution, which was reduced to writing and presented in advance of the meeting for reading and examination:

RESOLUTION ENDORSING AND SUPPORTING THE STATE AND MUNICIPAL EMPLOYEES AND THEIR RETIREMENT SYSTEMS, AND EXPRESSING OPPOSITION TO ANY LEGISLATION OR PLAN THAT PROPOSES TO ELIMINATE OR IN ANY WAY CHANGE, ALTER OR REDUCE THE BENEFITS RETIREES AND CURRENT EMPLOYEES HAVE WITH PERS, INCLUDING THE COST OF LIVING ADJUSTMENT.

WHEREAS, nearly 900 employers made up of local and state government, public schools, community colleges and universities, and other governmental units across Mississippi participate in the Public Employees Retirement System, with over 380,000 PERS members depending on the benefits of such plan for retirement; and

WHEREAS in 2010, the PERS board required both the employees and the employers to increase the contribution rates, which increase in the contribution rate had the effect of reducing employees' take home pay and increasing the strain on many family budgets across the state; and

WHEREAS, to address this situation, Gov. Haley Barbour tasked a study commission to analyze PERS and make recommendations to the incoming governor and Legislature to ensure the state's obligations are met and that the plan is sustainable; and

WHEREAS, the City wishes to acknowledge the dedication, sacrifices and hard work of our municipal employees, and recognize the fact that for many years, such employees had planned for and counted upon the retirement benefits as currently allowed to them under the municipal and state PERS plans, and that to make substantial changes in benefits to our retired employees at this time could be severely

difficult for employees to manage during retirement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Long Beach that the City does hereby recognize and commend the dedication, sacrifices and hard work of our municipal employees,

BE IT FURTHER RESOLVED, by the Mayor and Board of Aldermen of the City of Long Beach that it is recognized that for many years, such employees have planned for and counted upon the retirement benefits as currently allowed to them under the municipal and state PERS plans and that to make substantial changes in benefits to our retired employees at this time could be severely difficult for employees to manage during retirement.

BE IT FURTHER RESOLVED, that the Mayor and Board of Aldermen of the City of Long beach does hereby express to the study commission and the Mississippi Legislature and the Public Employees Retirement System Board of Trustees its opposition to any legislation or plan that proposes to eliminate or in any way change, alter or reduce the benefits retirees and current employees have with PERS, including the cost of living adjustment.

So Resolved, this 15th day of November, 2011

The above and foregoing Resolution having been introduced in writing, was first read and considered section by section and then as a whole. Alderman Ponthieux made motion seconded by Alderman Anderson to adopt the above and foregoing resolution and the question being put to a roll call vote by the Mayor, the result was a follows:

Alderman Bernie Parker	voted Aye
Alderman Gary J. Ponthieux	voted Aye
Alderman Kaye H. Couvillon	voted Aye
Alderman Carolyn J. Anderson	voted Aye
Alderman Leonard G. Carrubba, Sr.	voted Aye

Alderman Parker made motion seconded by Alderman Anderson and unanimously carried to deny the request from the Gulf Coast Business Council for a \$500.00 donation to support the 2012 Gulf Coast Legislative Reception.

Alderman Hammons made motion seconded by Alderman Anderson to approve the request from Marlene M. Naquin, MST, USM Gulf Coast, to use the Town Green for their Jazz and Blues Festival; and to waive fees.

Upon further discussion, Alderman Ponthieux offered substitute motion seconded by Alderman Lishen to approve the request from Marlene M. Naquin, MST, USM Gulf Coast, to use the Town Green for their Jazz and Blues Festival, under the guidelines of the City's Event and Application Policy and Town Green rental agreement previously adopted.

It was noted for the record that campus security could not be utilized for the event and therefore additional funding would be required to offset police department overtime.

The question on the substitute motion being put to a roll call vote by the Mayor, the result was as follows:

Alderman Bernie Parker	voted	Aye
Alderman Gary J. Ponthieux	voted	Aye
Alderman Kaye H. Couvillon	voted	Aye
Alderman Carolyn Anderson	voted	Nay
Alderman Leonard G. Carrubba, Sr.	voted	Aye
Alderman Mark E. Lishen	voted	Aye
Alderman Ronnie Hammons, Jr.	voted	Aye

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

Alderman Anderson made motion seconded by Alderman Ponthieux and unanimously carried to approve the Carnival Association of Long Beach Mardi Gras Parade route, as follows:

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Carnival Association of Long Beach

P.O. Box 120 - Long Beach, MS 39560
www.longbeachcarnival.org



Greetings fellow Mardi Gras Krewe!

We're ready over here in Long Beach for another fabulous carnival season and hope y'all are too! We are writing you today to let you know of our parade plans for 2012 and to invite you to come be part of our fun!

Date: February 11, 2012.

Venue: NIGHT PARADE We will start forming-up at our usual location in front of the Long Beach High School football stadium on Cleveland Ave. beginning at 4:30. The parade will roll at 6pm. We encourage all to "Light Up The Night" in a true New Orleans night parade fashion with lit-up floats, riders, throws, etc.

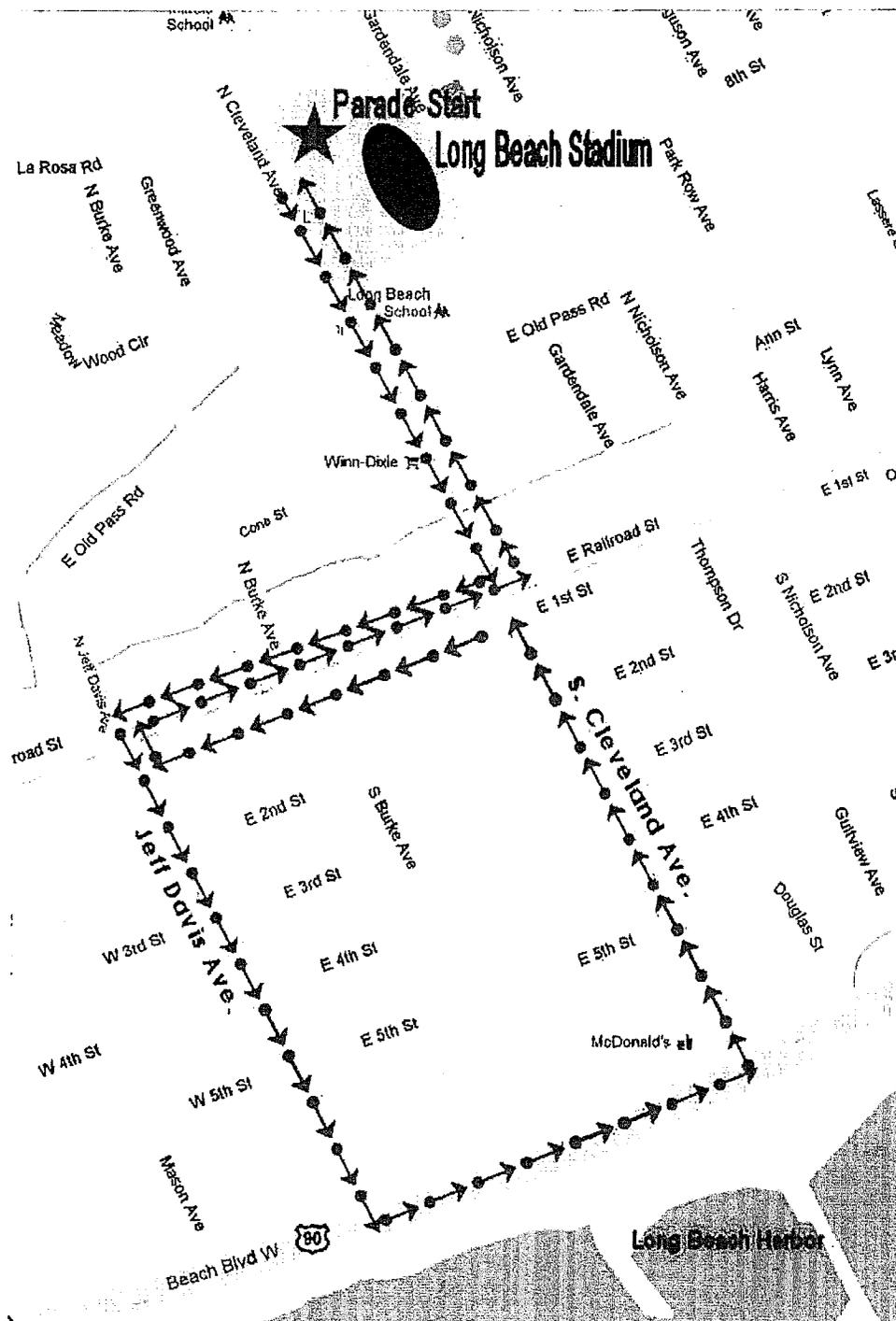
Route: (see enclosed map) The parade will begin at the stadium, proceed south on Cleveland Ave. to Railroad Street. Turn west (right) on Railroad Street. Proceed down Railroad Street then turn south (left) at Jeff Davis Ave (Long Beach main street) crossing railroad tracks. Proceed down Jeff Davis Ave. to Hwy 90. Turn east (left) on Hwy. 90. Proceed down Hwy. 90 until you intersect with Cleveland Ave. (across from Long Beach Harbor.) Turn north (left) back onto Cleveland Ave. Proceed north on Cleveland Ave. until you reach 1st Street (just south of railroad tracks.) Turn west (left) on 1st Street and proceed until you reach Jeff Davis Ave. Turn north (right) on Jeff Davis, cross railroad tracks, then turn east (right) onto Railroad Street. Proceed along Railroad Street until you reach Cleveland Ave then turn north (left) and proceed back to stadium where parade began. **PLEASE NOTE** - parade krewe should have their float chairmen and/or float pulling individuals preview the route to make sure there will be no problems with turns, float clearance, etc. The maximum height for a float on this route is 13 ½ feet.

Line-Up: There are **NO** pre-assigned numbers for this parade. You will be lined-up as you arrive for the parade. If you want a certain place in the parade, arrange your arrival time accordingly.

Judging and Awards: There will be awards given at the end of the parade based on your float and krewe. 1st Place Theme Award will be presented to the float and krewe that best captures this year's CALB Theme: "CALB Celebrates the Coast." CALB is celebrating the wonderful history of our coastal cities and businesses (C.B. Base, NASA, Barq's Root Beer, Keesler, Beauvoir, Etc.) The President's Choice award is awarded by the CALB President to his choice of best overall float and krewe design\decoration\theme. Awards will be given out at the stadium after the parade so if you think you are in the running for one, don't run off immediately after the parade ends!

So, in closing, return the enclosed parade application with your entry fee and get ready for a great time on the parade route this year! If you have any questions about the parade or the route, please contact the chairman listed on our website: www.longbeachcarnival.org

"Bringing Mardi Gras to Long Beach Since 1960"



The City Attorney reported on several matters, however, no action was required or taken.

The Mayor opened the floor for public comments regarding items not appearing on the agenda, as follows:

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 Mayor and Board of Aldermen

PUBLIC COMMENTS PERTAINING TO MATTERS <u>NOT</u> APPEARING ON THE AGENDA		
<p>NOTE: All comments <u>shall</u> be directed to the Chairman (Mayor) at the end of the meeting. Comments of a personal nature regarding individual members of the Governing Authority (Mayor and Board of Aldermen), City Staff and/or Personnel, other Citizens, disruptive comments or improper actions <u>will not</u> be permitted. Public Comments will be limited to a total of ten (10) minutes and limited to a maximum of two (2) minutes per person. Except as otherwise directed by the Chairman (Mayor), Public Comments will not be permitted before or after the allotted time. Disruption of the regular business meeting will be cause for removal from the public meeting.</p>		
<p>PLEASE PRINT: NAME / ADDRESS / TELEPHONE</p>		<p>SUBJECT MATTER</p>
1	MARCIA KRUSE 19015 REDBUDDR 313-8938	HOUSING AUTHORITY
2		
3		
4		
5		
6		
7		
8		
9		
10		

City of Long Beach, Mississippi
 Mayor and Board of Aldermen Meeting
 Date: _____

Excel Worksheet: public comments - agenda PUBLIC COMMENTS-NOT ON AGENDA

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

APPROVED:

Alderman Leonard G. Carrubba, Sr., At-Large

Alderman Gary J. Ponthieux, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Kaye H. Couvillon, Ward 3

Alderman Ronnie Hammons, Jr., Ward 4

Alderman Mark E. Lishen, Ward 5

Alderman Carolyn J. Anderson, Ward 6

Date

ATTEST:

Rebecca E. Schruff, City Clerk