

**Minutes of January 18, 2012  
Mayor and Board of Aldermen**

Be it remembered that a special meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., on Wednesday the 18<sup>th</sup> day of January, 2012, at the Long Beach City Hall, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed by order of the Mayor in accordance with the Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said special meeting.

There were present and in attendance on said board and at the special meeting the following named persons: Mayor William Skellie, Jr., Aldermen Gary J. Ponthieux, Bernie Parker, Kaye H. Couvillon, Ronnie Hammons, Jr., Mark E. Lishen, Carolyn J. Anderson, and City Clerk Rebecca E. Schruff.

Alderman Leonard G. Carrubba, Sr., and City Attorney James C. Simpson, Jr., were absent the meeting.

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

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Alderman Anderson made motion seconded by Alderman Parker and unanimously carried to spread the Notice of Special Meeting upon the minutes of this meeting in words and figures, as follows:

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City of Long Beach

BOARD OF ALDERMEN

Leonard G. Carrubba, Sr. - At-Large  
Gary J. Ponthieux - Ward 1  
Bernie Parker - Ward 2  
Kaye H. Couvillon - Ward 3  
Ronnie Hammons, Jr. - Ward 4  
Mark E. Lishen - Ward 5  
Carolyn J. Anderson - Ward 6



WILLIAM SKELLIE, JR.  
MAYOR

CITY CLERK  
TAX COLLECTOR  
Rebecca E. Schruff

CITY ATTORNEY  
James C. Simpson, Jr.

CITY OF LONG BEACH  
COUNTY OF HARRISON  
STATE OF MISSISSIPPI

TO THE CHIEF OF POLICE OR ANY LAW ENFORCEMENT OFFICER OF THE CITY OF LONG BEACH, MISSISSIPPI:

GREETINGS:

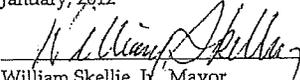
THIS IS TO COMMAND YOU TO NOTIFY Mayor William Skellie, Jr., Aldermen Leonard G. Carrubba, Sr., Gary J. Ponthieux, Bernie Parker, Kaye H. Couvillon, Ronnie Hammons, Jr., Mark E. Lishen, Carolyn J. Anderson, City Clerk Rebecca E. Schruff and City Attorney James C. Simpson, Jr., all of the City of Long Beach, that a SPECIAL MEETING of the Mayor and Board of Aldermen has been called and ordered to be held on Wednesday, January 18, 2012, at 5:00 o'clock p.m. at the Long Beach City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi, for the purpose of transacting important business of the City of Long Beach, as follows:

TO CONSIDER AND TAKE ACTION ON THE FOLLOWING:

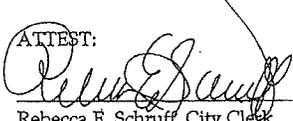
1. APPROVE MINUTES; MAYOR AND BOARD OF ALDERMEN; JANUARY 3, 2012
2. APPROVE MINUTES; PLANNING COMMISSION; JANUARY 12, 2012
3. APPROVE DOCKET OF CLAIMS NUMBER 011712
4. MDOT Memorandum of Understanding; Pineville Road Bridge Project

And you are to have this Notice of Special Meeting then and there with the endorsement of its service on the above named officers and persons who could be found personally at least three (3) hours before the time and date fixed for the special meeting aforesaid.

WITNESS MY SIGNATURE, this the 12<sup>th</sup> day of  
January, 2012

  
William Skellie, Jr., Mayor

ATTEST:

  
Rebecca E. Schruff, City Clerk

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

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CITY OF LONG BEACH  
COUNTY OF HARRISON  
STATE OF MISSISSIPPI

I HAVE THIS DAY PERSONALLY SERVED THE FOLLOWING NAMED INDIVIDUALS THAT COULD BE FOUND WITH NOTICE OF SPECIAL MEETING AT LEAST THREE (3) HOURS PRIOR TO THE DATE AND TIME FIXED FOR HOLDING SAID MEETING.

| NAME                 | DATE    | TIME  |
|----------------------|---------|-------|
| <i>William Akley</i> | 1/12/12 | 2:27P |
| <i>Robert Dwyer</i>  | 1/12/12 | 2:27P |
| <i>[Signature]</i>   | 1-12-12 | 5:29P |
| <i>[Signature]</i>   | 1-12-12 | 5:30  |
| <i>Bernie Dwyer</i>  | 1-13-12 | 7:30  |
| <i>[Signature]</i>   | 1-13-12 | 7:42  |
| <i>[Signature]</i>   | 1-13-12 | 8:50  |
| <i>[Signature]</i>   | 1-13-12 | 12:30 |
| <i>[Signature]</i>   | 1-14-12 | 8:15  |

*Wayne McDowell*  
WAYNE MCDOWELL, CHIEF OF POLICE

BY: *Sgt. Ken Jorache*  
POLICE OFFICER

\*\*\*\*\*

Alderman Lishen made motion seconded by Alderman Anderson and unanimously carried to approve the regular meeting minutes of the Mayor and Board of Aldermen dated January 3, 2012, as submitted.

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Alderman Lishen made motion seconded by Alderman Hammons and unanimously carried to approve the regular meeting minutes of the Planning Commission dated January 12, 2012, as submitted.

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Alderman Lishen made motion seconded by Alderman Hammons and unanimously carried to approve payment of invoices as listed in Docket of Claims number 011712.

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Alderman Anderson made motion seconded by Alderman Lishen and unanimously carried to approve the Memorandum of Understanding, STP Project Pineville Road Bridge and Canal Number 1, authorizing the Mayor to execute same, as follows:

Melinda L. McGrath  
Interim Executive Director/  
Chief Engineer

Jackie Duckworth  
Deputy Executive Director/  
Administration



Charles R. Carr  
Director  
Office of Intermodal Planning

Willie Huff  
Director  
Office of Enforcement

P. O. Box 1850 / Jackson, Mississippi 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / www.GoMDOT.com

16499B Highway 49, Saucier, Mississippi 39574-9740  
January 3, 2012

Honorable William Skellie, Jr.  
Mayor, City of Longbeach  
P.O. Box 929  
Longbeach, MS 39560

RE: Memorandum of Understanding, MOU, for STP project  
Pineville Road Bridge at Canal No. 1

Dear Mayor Skellie,

Attached are the duplicate copies of MOU for the above reference project for your review and processing. The MOU outlines responsibilities and funding as required by the project development manual, PDM, for federal funding. Please execute the MOU in duplicate and return with council minutes signifying approval to my office. Please Mail to:

Mississippi Department of Transportation  
Attn: David Seyfarth  
16499B Highway 49  
Saucier, MS 39574-9740

Should you need additional information, contact my office at 228-832-0682.

Sincerely,

David H. Seyfarth, PE, PS  
Special Projects Engineer

cc: Project File 16-10 w/ attachments

**Memorandum of Understanding**

**STP-0295-00(013)LPA/105594-701000  
Pineville Road Bridge at Canal No. 1  
Long Beach, MS**

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

**WHEREAS**, the LPA has announced its intentions to replace the Pineville Road bridge; (hereinafter referred to as the "PROJECT"); and

**WHEREAS**, it is anticipated that approximately \$ 550,160.00 in federal funds (80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds will expire if the construction contract is not awarded and fully executed on or before N/A. The above funds are subject to normal reductions and obligational limitations; and

**WHEREAS**, if this is an Safe Routes To Schools (SRTS) PROJECT approved by the , COMMISSION a maximum of \$ N/A for preliminary engineering and construction of the PROJECT approved, and \$ N/A for non-infrastructure activities is approved, for a total of \$ N/A in SRTS federal funds, which may be available over a period of time and are subject to normal reductions and obligation limitations, and

**WHEREAS**, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

**WHEREAS**, the MDOT requires the LPA to provide the local state share previously stated; and

**WHEREAS**, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

**WHEREAS**, the LPA and the COMMISSION desire to set forth more fully the understandings of the parties with respect to the process by which this will be accomplished.

**NOW, THEREFORE**, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT

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**ARTICLE I. DUTIES AND RESPONSIBILITIES**

**A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:**

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.
2. Follow the procedures set out in the latest online version of the Project Development Manual for Local Public Agencies (PDM) necessary for the PROJECT including, but not limited to, project activation, consultant selection, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.
3. Submit to the 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. Be responsible for all maintenance of the PROJECT during and after completion.
5. If this is a Transportation Enhancement (TE) PROJECT then execute a Facilities Ownership and Use Policy that will allow the LPA to maintain and operate or provide for the maintenance and operation of the completed PROJECT. If this is a Transportation Museum or Welcome Center it shall be staffed by the LPA a minimum of forty (40) hours per week. All TE PROJECTS will have a permanently mounted plaque or sign identifying the FHWA and MDOT as providing funding for the PROJECT. No changes will be made to the completed PROJECT that would affect the traffic and/or traffic control on the PROJECT and/or alter the approved definition of the PROJECT as a *Transportation Enhancement Project* without the prior approval of the MDOT. Acceptable change must be in conformance with current standards and with provisions of the Manual on Uniform Traffic Control Devices for Streets and Highways and American Association of State Highway and Transportation Officials (AASHTO). The LPA understands that failure to fulfill this responsibility in regard to maintenance of the PROJECT, its operation or regulation will disqualify the LPA from receiving any *Transportation Enhancement Funds* until such time as the deficiencies are corrected to the satisfaction of the MDOT and FHWA, and if the deficiencies are not corrected the LPA may be required to reimburse the MDOT for all project cost.
6. If this is a SRTS PROJECT, then all participating communities will be required to participate in the project evaluation which includes data collection using tools developed by the National Center for Safe Routes to School. The tools are the Student Travel Tally and the Parent Survey. These tools will be administered three times - at the beginning of the project (required to complete the application), at the completion of the infrastructure project(s) and one year after. The SRTS coordinator can provide copies of the tallies and surveys as needed and can assist with entering the data for results. Additional evaluation required includes reporting overall changes realized by the community as a result of the Safe Routes to School program.
7. Promptly pay any consultants or contractors monies due them within 30 days of submittal of invoice from the consultant or contractor.

8. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share at such time as the funds may be required.

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 State Tax Commission, 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.

9. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.

**B. THE COMMISSION WILL:**

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.
2. Enter into any cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.
3. Work with the LPA, through the District LPA Coordinator, 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.
5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

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**ARTICLE II. GENERAL PROVISIONS**

A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. 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 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 Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any 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 agreement. Additionally, funds may be suspended/terminated under the provisions of Section E, below.

C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. In the event that any act of omission or commission 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 shall be solely responsible for all additional costs.

E. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

- a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
- b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
- c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
- d. Discontinuing the prosecution of the work.
- e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunals having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.

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- f. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
- g. Allowing a final judgment to stand unsatisfied.
- h. Making an assignment for the benefit of creditors.
- i. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which 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 of which complaint is made, 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 days period.

**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:  
Melinda L. McGrath, Interim Executive Director  
MDOT  
P.O. Box 1850  
Jackson, MS 39215-1850  
Phone: (601) 359-7002  
Fax: (601) 359-7110

LPA:  
William Skellie, 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 Coordinator – District 6  
MDOT  
16499B Hwy 49  
Saucier, MS 39574  
Phone: (228) 832-0682  
Fax: (228) 832-0681

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

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

**ARTICLE IV. RELATIONSHIP OF THE PARTIES**

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application for 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.

**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 Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding 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 Understanding 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.

**(rest of this page intentionally left blank)**

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**ARTICLE VII. AUTHORITY TO CONTRACT**

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.  
So agreed this the 18 day of January, 2012

City of Long Beach, MS

  
\_\_\_\_\_  
William Skellie, Mayor

So Agreed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**MISSISSIPPI TRANSPORTATION COMMISSION**  
By and through the duly authorized  
Executive Director

\_\_\_\_\_  
Melinda L. McGrath, Interim Executive Director  
Mississippi Department of Transportation

Book \_\_\_\_\_, Page \_\_\_\_\_.



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There being no further business allowed under the order and Notice of Special Meeting, Alderman Anderson made motion seconded by Alderman Lishen and unanimously carried to adjourn until the next regular meeting in due course.

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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