MINUTES OF FEBRUARY 21, 2012
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 21st Day of February, 2012, 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, Ronnie Hammons, Jr., Mark E. Lishen, Carolyn J. Anderson, Deputy City Clerk Mimi McMath, and City Attorney James C. Simpson, Jr. Alderman Kaye H. Couvillon was absent the meeting.

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

* * * * * * * * * * * * * * * * * * * *

The Mayor and Board of Aldermen proclaimed February 10, 2012, as ***"the 140tAnniversary celebration of ARBOR DAY"*** in the City of Long Beach.

* * * * * * * * * * * * * * * * * * * *

There were no amendments to the Municipal Docket.

* * * * * * * * * * * * * * * * * * * *

The Mayor opened the floor for public comments and no one came forward.

* * * * * * * * * * * * * * * * * * * *

Alderman Lishen made motion seconded by Alderman Carrubba and unanimously carried to approve minutes of February 7, 2012, of the Mayor and Board of Aldermen, as submitted.

* * * * * * * * * * * * * * * * * * * *

MINUTES OF FEBRUARY 21, 2012
MAYOR AND BOARD OF ALDERMEN

Alderman Hammons made motion seconded by Alderman Lishen and unanimously carried to approve the February 9, 2012, regular meeting minutes of the Long Beach Planning Commission, as submitted.

* *

Alderman Ponthieux made motion seconded by Alderman Lishen and unanimously carried to approve minutes of the Long Beach Port Commission, Dated February 16, 2012 as submitted:

* *

Alderman Ponthieux made motion seconded by Alderman Hammons and unanimously carried to approve payment of invoices as listed in Docket of Claims number 022112 and two (2) Invoices for Asbestos Inspection for the Residential Acquisition Program submitted by Pactrick Moore of AMEC as follows:

amec

February 16, 2012

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
FMA-PJ-04-MS-2009-005
Property #5, 206 N Burke Ave., Asbestos Inspection Invoice

Mayor Skellie:

Enclosed please find the following invoice for payment. Micro-Methods Laboratory, Inc. is currently performing asbestos inspections for the City's FMA Residential Acquisition Program. On February 08, 2012, Micro-Methods completed and delivered to the City an asbestos inspection report for the property located at 206 N Burke Ave. We recommend payment for the services as detailed in the attached invoice.

Invoices for Payment are attached as follows:
Property #5, 206 N Burke Ave., Invoice#1202128-005.....Amount due: $250.00

If you have any questions or need additional information, please contact me at 228-327-5166.

Patrick Moore

Attached: Invoice #1202128-005

Micro-Methods Laboratory,Inc.
6500 Sunplex Drive
Ocean Springs,MS 39564
(228) 875-6420

INVOICE

Invoice Number 1202128-005

Invoice Date: 02/09/12

Page: 1

Invoice To:
City of Long Beach
Patrick Moore
PO Box 929
Long Beach, MS 39560

Remit To:
Accounts Receivable
Micro-Methods Laboratory, Inc.
6500 Sunplex Drive
Ocean Springs, MS 39564

PO Number
FMA-PJ-04-MS-2009-005

Received
02/08/12

Project
206 N.Burke Ave, Long Beach, MS 39560

Client
City of Long Beach

Terms
NET 30

Project Number
FMA-PJ-04-MS-2009-005
Asbestos Inspection

Work Order(s)
1202128

Project Manager
Patrick Moore

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Micro-Methods Laboratory, Inc.				
1	PLM-2 [6 day]	Bulk	$250.00	$250.00
			Invoice Total:	$250.00

amec

February 16, 2012

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
FMA-PJ-04-MS-2009-005
Property #7, 6 Roddy Circle, Asbestos Inspection Invoice

Mayor Skellie:

Enclosed please find the following invoice for payment. Micro-Methods Laboratory, Inc. is currently performing asbestos inspections for the City's FMA Residential Acquisition Program. On February 08, 2012, Micro-Methods completed and delivered to the City an asbestos inspection report for the property located at 6 Roddy Circle. We recommend payment for the services as detailed in the attached invoice.

Invoices for Payment are attached as follows:
Property #7, 6 Roddy Circle, Invoice#1202129-005.....Amount due: $250.00

If you have any questions or need additional information, please contact me at 228-327-5166.

Patrick Moore

Attached: Invoice #1202129-005

Micro-Methods Laboratory,Inc.
6500 Sunplex Drive
Ocean Springs,MS 39564
(228) 875-6420

INVOICE

Invoice Number 1202129-005

Invoice Date: 02/09/12

Page: 1

Invoice To:
City of Long Beach
Patrick Moore
PO Box 929
Long Beach, MS 39560

Remit To:
Accounts Receivable
Micro-Methods Laboratory, Inc.
6500 Sunplex Drive
Ocean Springs, MS 39564

PO Number
JMA-PJ-04-MS-2009-005

Received
02/08/12

Project
6 Roddy Cir, Long Beach, MS 39560

Client
City of Long Beach

Terms
NET 30

Project Number
FMA-PJ-04-MS-2009-005
Asbestos Inspection

Work Order(s)
1202129

Project Manager
Patrick Moore

Quantity	Analysis/Description	Matrix	Unit Cost	Extended Cost
Micro-Methods Laboratory, Inc.				
1	PLM-2 [6 day]	Bulk	$250.00	$250.00
			Invoice Total:	**$250.00**

MINUTES OF FEBRUARY 21, 2012
MAYOR AND BOARD OF ALDERMEN

There came on for consideration a request for final payment for Jeff Davis Avenue Streetscape Project from Jimmy Gouras Urban Planning as well as the Close Out Packet for the Project as follows:

JIMMY G GOURAS
Urban Planning Consultants, Inc.

1100 Cherry Street | Vicksburg, MS 39183
601.638.7121 | fax 601.638.5292

Professional Solutions Personal Service

181 Lameuse Street | Biloxi, MS 39530
228.436.9425 | fax 228.436.9427

MEMO

To: Ms. Becky Schruff, City Clerk
City of Long Beach
From: Ann Frazier
Jimmy G. Gouras Urban Planning Consultants, Inc.
Date: February 6, 2012
Re: Project #R-103-235-01-KCR
Jeff Davis Avenue Streetscape Project
Close-Out Documents and Final Cash Request

Enclosed please find the following items for close-out of the above referenced CDBG grant:

1. ***"Request for Cash and Summary Support Sheet No. 57" for Project #R-103-235-01-KCR for Jimmy G. Gouras' FINAL invoice in the amount of $10,782.96.*** Please sign the "Request for Cash and Summary Support Sheet No. 57", make copies for your files and return the originals to our office for submission to the Mississippi Development Authority for review and approval.

2. ***Close-Out Packet for Project #R-103-235-01-KCR*** – Please sign all five (5) copies along with two (2) witness signatures, keep one (1) for your files, and return the remaining copies to our office for submission to the Mississippi Development Authority for review and approval.

Should you have any questions, please do not hesitate to call me at 601-638-7121. Thank you for your attention to this matter.

Enclosures

MEMO

DATE: January 30, 2012
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-103-235-01-KCR
Streetscape Improvements - Jeff Davis Avenue
Request for Cash and Summary Support Sheet

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

1. Jimmy Gouras
   Invoice number 9310 in the amount of $10,782.96
   For Administration expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 57 in the amount of $10,782.96 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. 57" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
1100 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

Mississippi Development Authority
REQUEST FOR CASH

Section A: General Information

Applicant Name:	City of Long Beach
Mailing Address	Post Office Box 929
Street Address	
City, State Zip	Long Beach, MS 39560
Telephone No.	228-863-1556
Fax Number	228-865-0822
Email Address	cityclerk@cityoflongbeachms.com

Bank Information

Electronic Transfer	065503681
Bank Account	043306089
Bank Name:	Hancock Bank
Address	101 Jeff Davis Avenue
City, State ZIP	Long Beach, MS 39560
Telephone No.	228-868-4000

Services Rendered

From December 1, 2011 Thru To December 30, 2011

Section B: Project Information

Grant No.	Contract No.	Request No.
R-103-06	R-103-235-01-KCR	57

FOR MDA USE ONLY

Vendor No.

IDIS Voucher Number

Section C: Request Per Activity

Approval for Payment

Signature

Date

	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers
1	Administration	$ 173,096.00	$ 162,313.04	$ 10,782.96	$ -	
2	Application Preparation	$ 10,000.00	$ 10,000.00		$ -	
3	Architect/Engineering Expense	$ 654,120.00	$ 654,120.00		$ -	
4	Acquisition Expense	$ 588,416.77	$ 588,416.77		$ -	
5	Contingency Expense				$ -	
6	Legal	$ 6,909.08	$ 6,909.08		$ -	
7	Street & Road Improvements	$ 5,276,704.29	$ 5,276,704.29		$ -	
8					$ -	
	Total:	$ 6,709,246.14	$ 6,698,463.18	$ 10,782.96	$ -	

I Hereby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

William Skellie, Jr.
Signature of Authorized Official

2/21/12
Date Signed

Debra Tompkins
Prepared By

1/30/2012
Date Prepared

William Skellie, Jr., Mayor
Typed Name and Title of Authorized Official

601-638-7121
Preparer's Telephone No.

Mississippi Development Authority
Cash Summary Support Sheet

Applicant: City of Long Beach | Request No: 57 | Grant Number: R-103-06
Period Cost - Beginning: December 1, 2011 | Ending Date: December 30, 2011 | Contract Number: R-103-235-01-KCR

1. Activity: Administration

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Administration	Jimmy Gouras	9310	$10,782.96		$10,782.96
B.						
C.						
D.						
			Subtotal:	$10,782.96	$ -	$10,782.96

2. Activity: Architect/Engineering

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Architect/Engineering					$0.00
B.						$0.00
C.						$0.00
D.						$0.00
			Subtotal:	$ -	$ -	$ -

3. Activity: Street & Road Improvement

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Street & Road Improvement					$0.00
B.	Street & Road Improvement					$0.00
C.	Street & Road Improvement					$0.00
D.						$0.00
			Subtotal:	$ -	$ -	$ -

Cash Summary Support Sheet

Applicant: City of Long Beach
Request No: 57
Grant Number: R-103-06
Contract Number: R-103-235-01-KCR

4. Activity: Legal

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Legal					$0.00
B.						$0.00
C.						$0.00
D.						$0.00
			Subtotal:	$ -	$ -	$ -

5. Activity:

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						$0.00
B.						$0.00
C.						$0.00
D.						$0.00
			Subtotal:	$ -	$ -	$ -

6. Activity:

	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						
B.						
C.						
D.						
			Subtotal:			

Cumulative Match Expended To Date:	GRAND TOTAL:	$ 10,782.96	$ -	$ 10,782.96
Cumulative Federal Expended To Date: $6,709,246.14				

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.
I Hereby Certify tthat the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

William Skellie, Jr., Mayor
Typed Name and Title of Authorized Official

William Skellie
Signature of Authorized Official

Mississippi Development Authority Consolidated Support Sheet

Applicant: City of Long Beach
Request for Cash Number: 57
Contract Number: R-103-235-01-KCR
Total Amount Requested: $ 10,782.96

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	$ 173,096.00	$ 162,313.04	$ 10,782.96	$ -
Engineering				$
Specific Line Items as Listed in the Budget:				
Application Preparation	$ 10,000.00	$ 10,000.00	$ -	$ -
Architect/Engineering Expense	$ 654,120.00	$ 654,120.00	$ -	$ -
Acquistion Expense	$ 588,416.77	$ 588,416.77	$ -	$ -
Contingency Expense	$ -			$ -
Legal	$ 6,909.08	$ 6,909.08	$ -	$ -
Street & Road Improvements	$ 5,276,704.29	$ 5,276,704.29	$ -	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Total Budget	$ 6,709,246.14	$ 6,698,463.18	$ 10,782.96	$ -

Total Funds Request to Date: $6,709,246.14
Amount of Other Funds Expended to Date:
CDBG Project Balance $ -
Period of Projected Cash Needs - Beginning: December 1, 2011 Thru December 30, 2011

TODAY'S DATE	1/30/2012	BUDGET	$ 6,837,916.00	
CONTRACT BEGIN DATE (FROM CONTRACT)	7/20/2007	TOTAL AMOUNT SPENT TO DATE	$6,709,246.14	
CONTRACT END DATE (FROM CONTRACT)	5/31/2012	% TOTAL CONTRACT BUDGET SPENT	98.12%	
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR "0")		% CONTRACT BUDGET REMAINING	1.88%	
FINAL CONTRACT COMPLETION DATE	5/31/2012	CONSTRUCTION BUDGET AMOUNT	$ 5,872,030.14	Enter number from Cash Request.
CONTRACT DURATION (MONTHS)	58.00	TOTAL CONSTRUCTION DOLLARS SPENT TO DATE	$ 5,872,030.14	Enter number from Cash Request.
% OF CONTRACT PERIOD ELAPSED	93.81%	% CONSTRUCTION BUDGET SPENT	100.00%	
% OF CONTRACT PERIOD REMAINING	6.19%			

STATEMENT FOR SERVICES RENDERED

CITY OF LONG BEACH

KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
COMMUNITY REVITALIZATION PROJECT
PROJECT NO. R-103-235-01-KCR
Downtown Streetscape Project

December 30, 2011

INVOICE #9310

Monthly Administrative Services Rendered Pertaining Project #R-103-235-01-KCR.

Services rendered include overall coordination of project activities; Attending MDA/HUD monitoring visits, meetings, etc.; Maintaining financial records; Preparing the necessary documentation to request funds from MDA; and Providing all other services considered normal administrative services within the course of this Agreement

Final

TOTAL DUE **$ 10,782.96**

Olie Elfer

Olie Elfer OT

JIMMY G. GOURAS
URBAN PLANNING CONSULTANTS, INC.
1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION
RECIPIENT'S CLOSEOUT CHECKLIST

Recipient: City of Long Beach

Subgrant/Contract Number: R-103-235-01-KCR

In compliance with the requirements of the MDA-DRD Recipient Closeout Procedures and the terms and conditions of the subgrant/contract, the following closeout documents are enclosed: (Check the appropriate boxes concerning each of the closeout documents. Explain fully in the space provided below any item not submitted or any item to be sent separately. Use separate sheet, if necessary.)

Type of Document	Enclosed	Not Applicable	Sending Separately	Unable to Furnish
1. Certification of Completion	X			
2. Recipient Performance Certification Report	X			
3. Ethnic Beneficiary Information	X			
4. Outstanding Claimants List	X			
5. Inventory and Program Income Form	X			
6. Certificate of Recipient Compliance	X			
7. Agreement Relative to Closeout	X			
8 Final Request for Cash Consolidated Support Sheet	X			
9. Final MDA-DRD Quarterly Report	X			
10. Refund Check (if applicable)		X		

Explanation/Comments: _____

STATE OF MISSISSIPPI
MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION
KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS

NAME OF RECIPIENT
City of Long Beach

CONTRACT NUMBER
R-103-235-01-KCR

GRANT NUMBER
R-103-235-01-KCR

CERTIFICATE OF COMPLETION

FINAL STATEMENT OF COST

PROGRAM ACTIVITY CATEGORIES	To Be Completed by Recipient								To Be Completed By the State	State Comments Revision
Grant Type (check One): TOURISM ( ) ECONOMIC DEVELOPMENT ( ) COMMUNITY REVITALIZATION (X) COMM. REVITALIZATION GO ZONE ( ) PLANNING ( ) CODE ENFORCEMENT ( )	GRANT Funds Budgeted	Other Funds Budgeted	A Actual GRANT Cost Paid	B Actual Other Cost Paid	C Total Cost	Deobligated GRANT Funds Unutilized to be Canceled	Refund Balance of Grant Payable	D Approved Total Cost		
1. Acquisition, Disposition	$588,416.77	$0.00	$588,416.77	$0.00	$588,416.77	$0.00	$0.00	$588,416.77		
2. Legal	$6,909.08	$0.00	$6,909.08	$0.00	$6,909.08	$0.00	$0.00	$6,909.08		
3. Center, Family (Senior Center/ Neighborhood)										
4. Public Facilities (a) Water (b) Sewer (c) Flood and Drainage Facilities (d) Other										
5. Street, Bridges	$5,276,704.29	$0.00	$5,276,704.29	$0.00	$5,276,704.29	$0.00	$0.00	$5,276,704.29		
6. Other Public Facilities										
7. Contingencies										
8. Removal of Architectural Barriers										
9. Engineering	$654,120.00	$0.00	$654,120.00	$0.00	$654,120.00	$0.00	$0.00	$654,120.00		
10. Administration	$183,096.00	$0.00	$183,096.00	$0.00	$183,096.00	$0.00	$0.00	$183,096.00		
11. Building Rehab										
12. Training										
13. Advertising										

	GRANT Funds Budgeted	Other Funds Budgeted (MATCH)	A Actual GRANT Cost Paid	B Actual Other Cost Paid (MATCH)	C Total Cost	Deobligated GRANT Funds Unutilized to be Canceled	Refund Balance of Grant Payable	D Approved Total Cost		
14. Economic Development Activities: (a) Assistance to Non-Profit (b) Assistance to For-Profit Entities (c) Microenterprises or Small Businesses										
15. Unspecified Activities										
16. Planning										
17. Audit										
18. Total Other Cost (Match)										
19. Total GRANT Cost	$6,709,246.14		$6,709,246.14		$6,709,246.14	$0.00	$0.00	$6,709,246.14		

COMPUTATION OF GRANT BALANCE

DESCRIPTION	TO BE COMPLETED BY RECIPIENT	TO BE COMPLETED BY THE STATE
1. Grant Agreement Amount	$6,709,246.14	
2. Amount for Unsettled Third-Party Claims	$0.00	
3. Grant Amount Received (amount of "grant funds received")	$6,709,246.14	
4. GRANT Amount Deobligated	$0.00	
5. Amount of Refund * This amount shall be repaid to the State by check and must include the following: (a) Unexpended Funds Amount (b) Outstanding Claimant's Amount (as applicable) (c) Total Amount Refunded (d) Enter Check Number	$0.00	

LIST ANY UNPAID COSTS AND UNSETTLED THIRD-PARTY CLAIMS AGAINST THE RECIPIENT'S GRANT. DESCRIBE CIRCUMSTANCES AND AMOUNTS INVOLVED:
None

MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION
RECIPIENT PERFORMANCE CERTIFICATION REPORT

Recipient: City of Long Beach Contract Number: R-103-235-01-KCR

Completed By/Person Completing Form: Ann Frazier

National Policy Objective(s) Addressed:

Low and moderate income	
Urgent Needs/Threat to Health	
Slums and Blight	X

MEASURES OF ACCOMPLISHMENTS
(Enter data into all fields that apply to your program or project)

		Beneficiaries		Low/Mod	
		Planned	Actual	Planned	Actual
1.	Acquisition/Disposition				
2.	Clearance/Code Enforcement				
3.	Public Facilities				
	a. water				
	b. sewer				
	c. flood/drainage				
	d. Others				
4.	Streets	17,526	17,526	5,178	5,178
5.	Other Public Facilities				
6.	Removal of Architectural Barriers				
7.	Planning Only				
8.	Administration	No Measures Required			
9.	Economic Development				
	a. Assistance to Non-Profit Entities				
	b. Assistance to For-Profit Entities				
	c. Micro-enterprises or Small Business				
10.	Building Rehab				
11.	Training				
12.	Number of Households Served	6,560	6,560	1,968	1,968
13.	Number of Female Heads of Household Served	887	887	266	266
14.	Number of Elderly Beneficiaries	1,948	1,948	584	584

15.	Number of Handicapped Beneficiaries	3,204	3,204	961	961
16.	Number of Jobs Created				
17.	Unspecified Activities	No Measures Required			

FINANCIAL PERFORMANCE

	Planned	Actual
Total Grant Project Expenditures	$6,709,246.14	$6,709,246.14
Total Other Expenditures (Match)	$0.00	$0.00
Leveraging Ratio:		
Total amount other funds allowable as leveraging*	N/A	N/A

*Do not use program income.

AUDIT

Date of most recent audit: September 30, 2010

Findings resolved, if any (Y/N): YES

NOTE: For all water and sewer projects, Recipient must include copy of final approval by the State Department of Health and Bureau of Pollution Control (whichever is applicable). See last page of closeout package for agency contact information.

TOURISM INDUSTRY RESTORATION GRANTS ONLY:
Complete National Policy Objective and Financial Performance sections only.

ETHNIC BENEFICIARY INFORMATION FOR GRANT AND EMERGENCY PROJECTS

Complete the following table regarding the number of persons who will directly benefit from this project.

1. White
2. Black/African American
3. Asian
4. American Indian/Alaskan Native
5. Native Hawaiian/Other Pacific Islander
6. American Indian/Alaskan Native and White
7. Asian and White
8. Black/African American & White
9. American Indian/Alaskan Native and Black/African American
10. Other Multi Racial
11. Female Head of households
12. Total number of minorities
13. Number of elderly (+62)
14. Total number of handicapped
15. Number of children 18 or younger

a. Activity: Health Dept Const.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
Planned in	15,330	1,275	445	67	12	0	0	0	0	397	887	2,196	1,948	3,204	5,183		
Actual	12,642	1,224	382	71	14	66			0	249	914	2,150	2,094		3,043		

b. Activity:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
Planned in																	
Actual																	

c. Activity:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
Planned in																	
Actual																	

d. Activity:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
Planned in																	
Actual																	

e. Activity:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
Planned in																	
Actual																	

MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION

OUTSTANDING CLAIMANTS LIST

Recipient: City of Long Beach

Contract Number: R-103-235-01-KCR

Claimant's Name, Address, S.S. # (Where Applicable)	Check #	Amount	Date	Pay Period Hours and Rate	Other Contact Name and Address
1. NO CLAIMANT					
2.					
3.					
4.					
5.					
6.					
7.					

INVENTORY AND PROGRAM INCOME FORM

Real Estate: List the property purchased with GRANT funds and considered to be surplus property, the type of property, (i.e., lots, land, buildings), price paid for each property, the proposed use of the property, and the date the property is expected to be used. If the real property was disposed of, list the reason for disposition, method of disposition, and the disposition date. As defined at 24 CFR Part 85.3, "real property" means land, including land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

Number or Amount	Type of Property	Purchase Price	Proposed Use of Property	Date to be Used	Disposition Date of Property (if applicable)	Reason for and Method of Disposition
None						

Equipment: List the equipment purchased with GRANT/LOAN funds, the price paid for each piece of equipment, and the use of the equipment. If the equipment was disposed of, list the reason for disposition, method of disposition, and the disposition date. As defined at 24 CFR Part 85.3, "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

Number or Amount	Type of Equipment	Purchase Price	Use of Equipment	Disposition Date of Equipment (if applicable)	Reason for and Method of Disposition
None					

Program Income: List the amount of program income collected to date, the type of activity generating program income (i.e., public facility, economic development, etc.), the estimated amount of additional program income payments expected, and the proposed use of the program income. Program income received after the closeout of the agreement between the MDA-DRD and the Recipient shall be returned to the MDA-DRD. As defined at 24 CFR Part 85.25(b), "program income" means gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

Amount Collected To Date	Activity	Additional Payments	Proposed Use of Program Income
None			

CERTIFICATE OF RECIPIENT COMPLIANCE

1. Release

Pursuant to the terms of said subgrant/contract and in consideration of the sum of $6,709,246.14 (Total Amount Paid & Payable by MDA-DRD), upon payment of the said sum the Recipient does remise, release, and discharge MDA-DRD, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said subgrant/contract, **except the following**:

a. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Recipient, as follows:

_____none_____
(If none, so state)

b. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Recipient to third parties arising out of the performance of the said subgrant/contract, which are not known to the Recipient on the date of execution of this release and of which the Recipient gives notice in writing to the MDA-DRD within the period specified in the said subgrant/contract.

c. Claims, after closeout, for costs which result from the liability to pay Unemployment Insurance costs under a reimbursement system or to settle Worker's Compensation claims.

2. Assignment of Refunds, Rebates and Credits

Pursuant to the terms of said contract and in consideration of the reimbursement of costs and payment of fees as provided in the said contract and any assignment thereunder, the Contractor hereby does the following:

a. Assign, transfer, set over and release to MDA-DRD all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising or which may hereafter accrue thereunder.

b. Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits or other amounts (including interest thereon due or which may become due, and to forward promptly to MDA-DRD) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the MDA-DRD as stated in the said contract and may be applied to reduce any amount otherwise payable to MDA-DRD under the terms hereof.

c. Agree to cooperate fully with MDA-DRD as to any claim or suit in connection with such refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit MDA-DRD or the Federal Grant of Agency to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

3. Inventory Certification (Select One)

a. _____ The Recipient hereby certifies that all items of materials and equipment purchased, furnished, or transferre for or to said Recipient were done so in accordance with the terms and conditions of said subgrant/contract.

b. __X__ The Recipient hereby certifies that no equipment was furnished or acquired under the terms and conditions c said subgrant/contract.

4. Recipient and Subrecipient Monitoring

The Recipient hereby certifies that onsite fiscal and programmatic reviews of the project(s) coverd by this subgrant agreement were conducted, and that any findings identified in the monitoring report were resolved to the satisfaction of the MDA-DRD, prior to the submission of this closeout package. Further, the Recipient certifies that fiscal and programmatic reviews of subrecipient(s) (where applicable) were conducted by the Recipient, and any findings identified in the monitoring

report(s) resolved, prior to the final fiscal and programmatic monitoring review of the Recipient. Copies of the Recipient and subrecipient monitoring reports and all related documents shall be maintained in the Recipient's official grant file for the period identified in the Record Retention section of the Agreement Relative to Closeout.

5. General Statement of Compliance

The Recipient further certifies that all other terms and conditions of said subgrant/contract have been complied with.

AGREEMENT RELATIVE TO CLOSEOUT OF DISASTER RECOVERY DIVISION GRANT PROGRAMS

This Agreement is between the City of Long Beach ("Recipient") and the Mississippi Development Authority Disaster Recovery Division ("Division").

Closeouts/Audits

The parties to this Agreement desire to close out the Recipient's Katrina Community Development Block Grant (KCDBG) Number R-103-235-01-KCR (the "Grant").

Because of regulatory and legislative changes, the Division no longer requires a final audit of an individual grant at closeout.

Rather than waiting for Recipient's next periodic single or program-specific audit, the parties desire to close out the Grant **subject to subsequent audit(s).**

THEREFORE, in consideration of the mutual promises contained herein, the parties to this Agreement agree as follows:

1. Recipient will submit to the Division its subsequent single or program-specific audit or audits, which shall comply with federal and state requirements and which shall cover all periods in which any Grant costs have been incurred. Recipients should refer to the KCDBG audit guidelines for further information and to determine whether a single or program-specific audit must be performed.

2. Recipient shall remit to the Division the amount of any costs which are disallowed by the subsequent single or program-specific audit(s) and which disallowances are sustained by the state.

3. Upon receipt of a copy of the Recipient's audit report and resolution of any findings related to the subgrant/contract (if applicable), the MDA-DRD will notify the Recipient in writing that the Recipient has fulfilled its audit requirements relative to the subgrant agreement.

4. Recipient acknowledges that the subgrant/contract is subject to monitoring by the United States Department of Housing and Urban Development (HUD), the Federal awarding agency, and that findings of noncompliance may be taken into account by HUD and the MDA-DRD as unsatisfactory performance of the Recipient in the consideration of any future grant award.

5. The Agreements contained herein are in addition to any other agreements between the parties relative to the closeout of the Grant. Recipient agrees to abide by all governing laws and regulations.

Record Retention

1. Pursuant to 24 CFR Subsection 570.490(d), the Recipient agrees to maintain records, including support documentation, **for the greater of** three years from closeout of the grant agreement between the Division and the United States Department of Housing and Urban Development (HUD), the Federal awarding agency, or the period required by other applicable laws and regulations as described in Subsections 570.487, relative to fair housing, lead-based paint poisoning prevention, the Architectural Barriers Act and the Americans with Disabilities Act, and 570.488, relative to the displacement, relocation, acquisition, and replacement of housing. The Division agrees to notify the Recipient of the closeout date of the grant agreement between the Division and HUD.

2. Pursuant to 24 CFR Part 85.42(c), the Recipient accepts that the starting dates of the retention period are as follows:

   a. General- When grant support is continued or renewed **annually** or at other intervals, the retention period for the records of each funding period starts on the day the Recipient submits to the Division its last expenditure report for that period. If grant support is continued or renewed **quarterly**, the retention period for each year's records starts on the day the Recipient submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the Recipient submits its final expenditure report as part of the closeout package.
   b. Real Property and Equipment Records- The retention period for real property and equipment records starts from the date of disposition or replacement or transfer (as applicable) at the direction of the awarding agency.

c. Records for income transactions after grant or subgrant support- In instances where the Recipient earned income after the period of grant support, the retention period for the records pertaining to the earning of the income starts from the end of the grantee's fiscal year in which the income is earned.
d. Indirect cost rate proposals, cost allocation plans, and similar accounting computations of rates at which costs are charged- If the proposal, plan or other computation is required to be submitted to the Division to form the basis for the negotiation of the rate, the 3-year retention period starts from the date of such submission. If the proposal, plan or other computation is not required to be submitted to the Division for negotiation of the rate, the 3-year retention period starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan or other computation.

3. Substitution of microfilm- Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

4. Records to be maintained-

a. At a minimum, the Recipient's closeout file should contain a copy of this closeout package as well as all applicable documents listed on pages 32-35 of the Katrina Community Development Block Grant Program Implementation Manual.
b. Equipment- Per 24 CFR Part 85.32(d), property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
c. Real Property- Records to be retained include, but are not limited to, documentation of the acquisition, improvement, use and disposition of real property acquired or improved with CDBG assistance.

Flood Insurance Coverage

Pursuant to 24 CFR Subsection 570.509(c)(4)(iv), if applicable, the Recipient shall ensure that flood insurance coverage for property owners is maintained for the mandatory period for the grant program.

Certificate of Completion

It is hereby certified that all activities undertaken by the Recipient with funds provided under the grant agreement, hereof, have, to the best of my knowledge, been carried out in accordance with the grant agreement; that proper provision has been made by the Recipient for the payment of all unpaid costs and unsettled third-party claims identified, hereof; that the United States of America or the State of Mississippi is under no obligation to make any further payment to the Recipient under the grant agreement, hereof; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

Recipient Performance Certification Report

It is hereby certified that all planned and actual beneficiaries, and the planned and actual low-to-moderate-income beneficiaries as stated on the Recipient Performance Certification Report are, to the best of my knowledge, true and correct as of this date.

Ethnic Beneficiary Information

It is hereby certified that the information provided in the Ethnic Beneficiary form is, to the best of my knowledge, true and correct.

Outstanding Claimants List

It is hereby certified that the information as stated in the Outstanding Claimants List is, to the best of my knowledge, true and correct.

Inventory and Program Income Form

It is hereby certified that the information as stated in the Inventory and Program Income form is, to the best of my knowledge, true and correct.

Certificate of Recipient Compliance

It is hereby certified that the information as stated in the Certificate of Recipient Compliance form is, to the best of my knowledge, true and correct.

Final Request for Cash Consolidated Support Sheet

It is hereby certified that the information as stated in the Final Request for Cash Consolidated Support Sheet is, to the best of my knowledge, true and correct. It is also hereby certified that all requests for cash have been submitted to the MDA-DRD.

Final MDA-DRD Quarterly Report

It is hereby certified that the information in the final attached MDA-DRD Quarterly Report is, to the best of my knowledge, true and correct.

This Agreement is executed by the Parties on the date indicated by their respective signatures.

IN WITNESS THEREOF, this Agreement and Certification of Contract Compliance between the Recipient and the Division has been executed this _____ day of _____, 2012.

City of Long Beach
RECIPIENT

William Shelley
BY SIGNATORY OFFICIAL

Mayor
TITLE

2/21/12
DATE

WITNESSED BY:

1. _____

2. _____

MISSISSIPPI DEVELOPMENT AUTHORITY DISASTER RECOVERY DIVISION:

BY SIGNATORY OFFICIAL_____

TITLE_____

DATE_____

BOARD OF HEALTH AND BUREAU OF POLLUTION CONTROL

All water and sewer projects must have approval from the State Department of Health and/or Office of Pollution Control. Projects involving water improvements, whether potable or otherwise, require final approval from the Mississippi State Board of Health. Projects involving sewer improvements must obtain final project approval from the Office of Pollution Control.

Mississippi State Department of Health
Post Office Box 1700
2423 North State Street
Jackson, Mississippi 39215-1700
(601) 960-7400

Office of Pollution Control
Post Office Box 10385
Jackson, Mississippi 39289-0385
(601) 961-5171

Mississippi Development Authority Consolidated Support Sheet

Applicant: City of Long Beach
Request for Cash Number: FINAL
Contract Number: R-103-235-01-KCR
Total Amount Requested:

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	$ 173,096.00	$ 173,096.00		$ -
Engineering				$
Specific Line Items as Listed in the Budget:				
Application Preparation	$ 10,000.00	$ 10,000.00	$ -	$ -
Architect/Engineering Expense	$ 654,120.00	$ 654,120.00	$ -	$ -
Acquistion Expense	$ 588,416.77	$ 588,416.77	$ -	$ -
Contingency Expense	$ -			$ -
Legal	$ 6,909.08	$ 6,909.08	$ -	$ -
Street & Road Improvements	$ 5,276,704.29	$ 5,276,704.29	$ -	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Total Budget	$ 6,709,246.14	$ 6,709,246.14	$ -	$ -

Total Funds Request to Date: $6,709,246.14
Amount of Other Funds Expended to Date:
CDBG Project Balance $ -
Period of Projected Cash Needs - Beginning: Apeil 29, 2007 Thru December 30, 2011

TODAY'S DATE	1/30/2012	BUDGET	$ 6,837,916.00	
CONTRACT BEGIN DATE (FROM CONTRACT)	7/20/2007	TOTAL AMOUNT SPENT TO DATE	$6,709,246.14	
CONTRACT END DATE (FROM CONTRACT)	5/31/2012	% TOTAL CONTRACT BUDGET SPENT	98.12%	
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR "0")		% CONTRACT BUDGET REMAINING	1.88%	
FINAL CONTRACT COMPLETION DATE	5/31/2012	CONSTRUCTION BUDGET AMOUNT	$ 5,872,030.14	Enter number from Cash Request.
CONTRACT DURATION (MONTHS)	58.00	TOTAL CONSTRUCTION DOLLARS SPENT TO DATE	$ 5,872,030.14	Enter number from Cash Request.
% OF CONTRACT PERIOD ELAPSED	93.81%	% CONSTRUCTION BUDGET SPENT	100.00%	
% OF CONTRACT PERIOD REMAINING	6.19%			

ATTACHMENT A

Quarterly Progress Report

The following template is to be utilized for the quarterly progress reports for the Community Revitalization Grants.

Name of Grantee City of Long Beach **Date:** FINAL

Project Number: R-103-235-01-KCR

Project Description : Street improvements to Jeff Davis Avenue and connecting arterial streets in the downtown area to include sidewalks, additional on-street parking, lighting and new asphalt paving.

1. **Please describe the milestones completed during this quarter as they relate to the Statement of Work, schedule for completion, and the budget for this project.**

   The streetscape project has been successfully complete. The city was recently given permission to transfer unobligated funds in the amount of $23,695.49 to offset cost overruns in the city hall project.

2. **Please describe any roadblocks that prevented milestones from being completed.**

   No problems to report.

3. **Please discuss how the task-based schedule for completion of work will be or has been adjusted, and provide a copy of a new schedule for the upcoming quarter.**

   No applicable. Construction is complete.

4. **Please list the CDBG funds planned vs. actual for the reporting period.**
   Planned: $10,782.96 Actual: $10,782.96

Deliverables for Quarter: FINAL

For activities that are not applicable to your community's grant, please enter N/A in the "Units" field.

Activity		Units
Debris Removal		**N/A**
# of properties		
# of businesses		
# of households benefiting		
# of persons benefiting	**TOTAL**	
	White	
	Black/African American	
	Asian	
	American Indian/Other Pacific Islander	
	American Indian/Alaskan native and White	
	Asian and White	
	Black/African American and White	
	American Indian/ Alaskan Native and Black/African American	
	Hispanic	
	Other Multi Racial	
Clearance and Demolition	**(None to Date)**	**N/A**
# of properties		
# of housing units		
# of buildings (non-residential)		
# of public facilities		
# of businesses		
# of non-business organizations benefiting		
Rehabilitation or Construction of structures		**N/A**
# of households benefiting		
# of housing units		
# of buildings (non-residential)		
# of public facilities		
# of businesses		
# of non-business organizations benefiting		
# of households benefiting		
# of persons benefiting	**TOTAL**	
	White	
	Black/African American	
	Asian	
	American Indian/Other Pacific Islander	

American Indian/Alaskan native and White
Asian and White
Black/African American and White
American Indian/ Alaskan Native and Black/African American
Hispanic
Other Multi Racial

Acquisition, Construction, Reconstruction of public facilities N/A

# of households benefiting		TOTAL
# of persons benefiting		
	White	
	Black/African American	
	Asian	
	American Indian/Other Pacific Islander	
	American Indian/Alaskan native and White	
	Asian and White	
	Black/African American and White	
	American Indian/ Alaskan Native and Black/African American	
	Hispanic	
	Other Multi Racial	
# of properties		
# of housing units		
# of buildings (non-residential)		
# of public facilities		
# of non-business organizations benefiting		
# of linear feet of public improvement		
# of linear miles of public improvement		

Acquisition of buildings for the general conduct of government N/A

# of buildings

Construction of buildings for the general conduct of government N/A

# of buildings (non-residential)		TOTAL
# of persons benefitting		
	White	
	Black/African American	
	Asian	
	American Indian/Other Pacific Islander	
	American Indian/Alaskan native and White	
	Asian and White	
	Black/African American and White	

	American Indian/ Alaskan Native and Black/African American	
	Hispanic	
	Other Multi Racial	
Rehabilitation/Reconstruction of a public improvement		**N/A**
# of persons benefiting		**TOTAL**
	White	
	Black/African American	
	Asian	
	American Indian/Other Pacific Islander	
	American Indian/Alaskan native and White	
	Asian and White	
	Black/African American and White	
	American Indian/ Alaskan Native and Black/African American	
	Hispanic	
	Other Multi Racial	
# of Linear feet of public improvement		
# of Linear miles of public improvement		
Rehabilitation/Reconstruction of other non-residential structures		**N/A**
# of buildings (non-residential)		
# of public facilities		
# of businesses		
# of non-business organizations benefiting		
# of persons benefiting		**TOTAL**
	White	
	Black/African American	
	Asian	
	American Indian/Other Pacific Islander	
	American Indian/Alaskan native and White	
	Asian and White	
	Black/African American and White	
	American Indian/ Alaskan Native and Black/African American	
	Hispanic	
	Other Multi Racial	
Rehabilitation/Reconstruction of public facilities		**N/A**
# of housing units		
# of public facilities		
# of non-business organizations benefiting		
# of households benefiting		

# of persons benefiting		TOTAL
	White	
	Black/African American	
	Asian	
	American Indian/Other Pacific Islander	
	American Indian/Alaskan native and White	
	Asian and White	
	Black/African American and White	
	American Indian/ Alaskan Native and Black/African American	
	Hispanic	
	Other Multi Racial	
# of linear feet of public improvement		
# of linear miles of public improvement		

Construction/Reconstruction of Streets		
# of public facilities		
# of non-business organizations		
# of persons benefiting	TOTAL	17,526
	White	15,330
	Black/African American	1,275
	Asian	445
	American Indian/Other Pacific Islander	67
	American Indian/Alaskan native and White	12
	Asian and White	
	Black/African American and White	
	American Indian/ Alaskan Native and Black/African American	
	Hispanic	
	Other Multi Racial	397
# of Linear feet of public improvement		
# of linear miles of public improvement		

Acquisition - buyout of non-residential properties		**N/A**
# of properties		
# of buildings (non-residential)		
# of businesses		
# of non-business organizations benefiting		
# of households benefiting		
# of persons benefiting	TOTAL	
	White	
	Black/African American	
	Asian	
	American Indian/Other Pacific Islander	
	American Indian/Alaskan native and White	

Asian and White	
Black/African American and White	
American Indian/ Alaskan Native and Black/African American	
Hispanic	
Other Multi Racial	

Acquisition - General — **N/A**

# of properties	
# of housing units	
# of households benefiting	
# of persons benefiting	**TOTAL**
White	
Black/African American	
Asian	
American Indian/Other Pacific Islander	
American Indian/Alaskan native and White	
Asian and White	
Black/African American and White	
American Indian/ Alaskan Native and Black/African American	
Hispanic	
Other Multi Racial	

Planning

# of buildings (non-residential)	
# of persons benefiting	**TOTAL**
White	
Black/African American	
Asian	
American Indian/Other Pacific Islander	
American Indian/Alaskan native and White	
Asian and White	
Black/African American and White	
American Indian/ Alaskan Native and Black/African American	
Hispanic	
Other Multi Racial	

Please attach an amended task based schedule and time line for the work completed including CDBG funds planned vs. the actual spent for the reporting period. Include in the schedule roadblocks or delays that prevented milestones from being completed.

Construction is complete.

The following are the Low/Moderate Income Beneficiaries of the Project:

Low	2,599
Moderate	2,579
Total	5,178

The Economic Development Quarterly Report is due on the 15th of March, June, September, and December. Mail the report to the Disaster Recovery Division, ATTN: Pat Cartrette, Post Office Box 849, Jackson, Mississippi 39205-0849

MINUTES OF FEBRUARY 21, 2012
MAYOR AND BOARD OF ALDERMEN

Alderman Hammons made motion seconded by Alderman Lishen to approve the request for payment along with submitting the Close out Packet for project #R-103-235-01 KCR, Jeff Davis Avenue Streetscape Project as presented by Jimmy G. Gouras, Urban Planner.

* *

There came on for Board Approval FMA Resolution – Demolition of 206 North Burke as follows:

MINUTES OF FEBRUARY 21, 2012
MAYOR AND BOARD OF ALDERMEN

There came on for consideration by the Mayor and the Board of Aldermen of the City of Long Beach, Mississippi a Resolution to establish just compensation for certain real property as follows:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONG BEACH TO ESTABLISH JUST COMPENSATION AND TO AUTHORIZE THE MAYOR TO EXECUTE DOCUMENTS NECESSARY TO EFFECT THE ACQUISITION OF CERTAIN HEREINAFTER DESCRIBED REAL PROPERTY DESCRIBED AS 206 NORTH BURKE AVENUE, AND FOR RELATED PURPOSES

WHEREAS, the City of Long Beach, Mississippi (the "City") is currently involved in a Hazard Mitigation Grant from the Federal Emergency Management Agency, FMA-PL-04-MS-2009-005 for the acquisition of certain real property which is the subject of repeated and continued flooding events; and

WHEREAS, the City Council has been advised by the City Attorney that pursuant to the terms of the Hazard Mitigation Grant, acquisition of a certain parcel of land located at **206 NORTH BURKE AVENUE** has now been approved in the amount of 90% of the appraised value of said property, which said amount is adequate for the acquisition of the property and amounts sufficient to cover the costs of the acquisition, including attorney fees and closing costs in accordance with the terms of the Statement of Voluntary Participation executed between the owner of said property and the City of Long Beach; and

WHEREAS, an appraisal has hereto for been procured which establishes the fair market value of the said property to be $119,000.00; and

WHEREAS, the City Attorney has advised the City Council that the property owner Brent Boudet has agreed to accept the sum of 90 % of $119,000.00, being $107,100.00, less all costs of demolition, appraisal, inspection and professional fees, from the Hazard Mitigation Grant Program; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council does hereby establish just compensation for the property belonging to Brent Boudet at the sum of $$107,100.00. The Mayor is authorized to extend to Mr. Brent Boudet an offer to purchase the property in said amount, less the cost and expenses

mentioned above and in accordance with the Statement of Voluntary participation attached hereto.

SECTION 2. The Mayor is authorized and directed to execute all documents necessary to effect the Hazard Mitigation Grant Program buy-out of the subject property; is further authorized and direct to execute any and all documents that may be necessary to fully effect the transfer of the subject property to the City of Long Beach; is further authorized to advance funds for the purpose of acquisition of such property; and to further take all necessary and proper steps to file for and obtain reimbursement of all such sums in accordance with the from the Hazard Mitigation Grant from the Federal Emergency Management Agency, FMA-PL-04-MS-2009-005 .

SECTION 3. The City Attorney is authorized to procure a title examination to the property, title insurance and to effect closing the subject property on behalf of the City of Long Beach.

The above Resolution was introduced by Alderman Ponthieux and seconded for adoption by Alderman Lishen the motion to adopt the foregoing Resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Bernie Parker	Aye
Alderman Gary J. Ponthieux	Aye
Alderman Kaye H. Couvillon	Absent not voting
Alderman Carolyn J. Anderson	Aye
Alderman Leonard G. Carrubba, Sr.	Aye
Alderman Mark E. Lishen	Aye
Alderman Ronnie Hammons, Jr.	Aye

The motion having received an affirmative vote of the majority of the members present and voting, the Mayor declared the motion carried and the Resolution adopted, this the 21st day of February, 2012.

CITY OF LONG BEACH, MISSISSIPPI

BY:

Mayor Billy Skellie

ATTEST:

City Clerk, Becky Schruff

MINUTES OF FEBRUARY 21, 2012
MAYOR AND BOARD OF ALDERMEN

The next item submitted to the Board was a request for demolition of the property located at 206 North Burke Avenue, submitted by Patrick Moore of AMEC as follows:

amec

February 16, 2012

To: Mayor William Skellie, Jr.
City of Long Beach
P.O. Box 929
Long Beach, MS 39560

From: Patrick Moore
Project Manager
AMEC Earth and Environmental

RE: **City of Long Beach**
FMA Residential Acquisition Program
FMA-PJ-04-MS-2009-005
Property #5, 206 N Burke Ave., Demolition Contractor Approval

Mayor Skellie:

As you are aware, the City is in the process of acquiring a Severe Repetitive Flood Loss property located at 206 N. Burke Avenue, Long Beach. The Flood Mitigation Assistance (FMA) program requires that the City demo any structures and remove all foundations following acquisition of a property. JLB Levens Builders has submitted a quote in the amount of $5,984.79, which includes furnishing all labor and equipment for demolition of the referenced property. Levens quote is within the Flood Mitigation Assistance Program approved cost for demolition as identified in the grant. We are asking Board of Aldermen approval for the City to hire JLB Levens Builders as demolition contractor for the referenced property.

If you have any questions or need additional information, please contact me at 228-327-5166.

Patrick Moore

Attached:
Demolition Contractor Estimates

MINUTES OF FEBRUARY 21, 2012
MAYOR AND BOARD OF ALDERMEN

Long Beach, MS FMA Acquisition Project FMA -PJ-04-MS-2009-005			Demolition Estimates 206 N. Burke Avenue		
Property No.	Owner	Address	Barker Construction	A C Industrial, Inc.	JLB Levens
5	Brent Boudet	206 N Burke Ave.	$12,000.00	$11,515.00	$5,984.79

MINUTES OF FEBRUARY 21, 2012
MAYOR AND BOARD OF ALDERMEN

After a short discussion, Alderman Lishen made motion seconded by Alderman Carrubba and unanimously carried to approve the contract for demolition as submitted, provided the closing on said property is concluded.

* * * * * * * * * * * * * * * * * * * *

There came on for consideration a request to purchase a Semi-Tractor submitted by Derrel Wilson, Utility Partners as follows:

Motor Vehicle Bill of Sale / Odometer (Mileage) Statement # 07961120215038

Model Year	Make	Model	Serial # (MFG I.D.)	Life To Date Miles	Miles*	Warranty Desc	Warranty Price	Selling Price	Sales Tax	Total Price	Unit Number
2006	FREIGHTLINER	CL12064S	1FUJA6CKX6LW32070	159,399	2		$0.00	$49,000.00	$0.00	$49,000.00	491153
TOTAL							$0.00	$49,000.00	$0.00	$49,000.00	

Miles*

1) Seller hereby certifies that to the best of its knowledge that the stated odometer reading reflects the actual mileage of the Vehicle(s) described above or on the Equipment List.

2) Seller hereby certifies that to the best of its knowledge that the stated odometer reading is NOT the actual mileage of the Vehicle(s) described above or on the Equipment List and should not be relied upon.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its duly appointed agent. Purchaser acknowledges and agrees to the foregoing terms and acknowledges receipt of a copy of this Bill of Sale.

Purchaser's Company Name:	CITY OF LONGBEACH	Seller's Company Name:	Penske Leasing and Rental Company.
Purchaser's Address:	404 Kohler, Long Beach, MS, 39560	Seller's Address:	Route 10 & Pheasant Road Reading, PA 19607 610-775-6000
Purchaser's Printed Name:		Seller's Printed Name	Miguel L Rodriguez
Purchaser's Signature:		Seller's Signature	

FORM OF PAYMENT:
CERTIFIED CHECK # _____
WIRE TRANSFER - FEDERAL CONFIRMATION (REFERENCE) NO. _____

MINUTES OF FEBRUARY 21, 2012
MAYOR AND BOARD OF ALDERMEN

Alderman Ponthieux made motion seconded by Alderman Anderson and unanimously carried to approve the purchase of the Semi-Tractor.

* * * * * * * * * * * * * * * * * * *

There came on for approval a request for payment for Emergency Repairs for a sewer manhole at Klondyke and Todd Terrace submitted by David Ball, City Engineer as follows:

A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS
520 33RD STREET
GULFPORT, MS 39507
TEL (228) 863-0667
FAX (228) 863-5232

February 17, 2012

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

RE: Emergency Repairs – Sewer Manhole at Klondyke & Todd Terrace

Gentlemen:

This is to advise and certify that the above referenced project has been satisfactorily completed by J. Levens Builders, Inc. in substantial accordance with the Contract requirements. We therefore recommend settlement with the Contractor in accordance with the enclosed invoice in the amount of $11,750.00.

Sincerely,

David Ball, P.E.

DB:539
Enclosure

J. Levens Builders, Inc
P. O. Box 779
Long Beach , MS 39560

Invoice ID: 613236
Invoice Date: 02-06-2012
Draw ID:
Customer ID: CITYLB

To:
City of Long Beach
201 Jeff Davis Avenue
PO Box 929
Long Beach, MS 39560

Job Location:
PO 00120600-00

Item	Description	Amount
1	Repair work at Todd Terrace per attached PO	11,750.00

Amount Billed	$11,750.00
Total Tax	
Retainage Held	
Amount Due	$11,750.00

DATE DUE: 02-13-2012

MINUTES OF FEBRUARY 21, 2012
MAYOR AND BOARD OF ALDERMEN

Upon the recommendation of Mr. Ball, Alderman Parker made motion seconded by Alderman Anderson and unanimously carried to approve the above invoice as submitted.

* * * * * * * * * * * * * * * * * * * *

Based upon the recommendation of the Harbor Master and certification by the Civil Service Commission, Alderman Parker made motion seconded by Alderman Anderson and unanimously carried to approve Harbor Department personnel matters, as follows:

(1) Resignation, Harbor Guard, Rick Wilson effective March 12, 2012.

(2) Change Wendy Reed from CSH Harbor Guard part time, to Harbor Guard full time CSH 2 Step 1 effective March 6, 2012.

* * * * * * * * * * * * * * * * * * * *

Discussion was had pertaining to the Valuation / Permit fee comparison submitted by the building official. It was the recommendation of the Board to request the Building Official, Earl Levens, return to the next meeting and have a proposal on restructuring the Building Permit Fees to bring them in line with neighboring City's.

* * * * * * * * * * * * * * * * * * * *

Alderman Anderson made motion seconded by Alderman Carrubba acknowledging receipt of the January 2012 Year to Date Budget Report.

* * * * * * * * * * * * * * * * * * * *

The next agenda item for consideration was a letter received from Mayor Pro-Tempore Carrubba along with a letter from Angie Johnson, regarding Veto of School Board Trustee appointment. These letters were ordered as part of the record as follows:

MINUTES OF FEBRUARY 21, 2012
MAYOR AND BOARD OF ALDERMEN

RECEIVED FEB 1 0 2012 KG

To: **Members of the Board of Aldermen**

City of Long Beach

Post Office Box 929

Long Beach, MS 39560

From: Leonard G. Carrubba, Mayor Pro Tempore

Date: Submitted Friday, February 10, 2012

Re: Veto of action of the Board of Aldermen taken on February 7, 2012 regarding School Board Trustee appointment:

Members of the Board;

On February 7, 2012 the Board of Aldermen voted to appoint Angie Johnson to the Long Beach School District Board of Trustees. Due to a recusal on this issue by the Mayor, I acted as Mayor pro tempore during this vote.

Based on the Mayor's complete and continuing recusal on this issue, I hereby exercise my authority as Mayor pro tempore and veto the action of the Board appointing this candidate to the Board of Trustees of the Long Beach School District.

My reasons are as follows:

In carefully reviewing the facts presented in her application, I am concerned that Angie Johnson's employment at Memorial Hospital as executive secretary to the CEO and Carolyn Hamilton's position as a member of the Memorial Hospital Board of Directors, makes Ms. Johnson subject to Mrs. Hamilton and Mrs. Hamilton subject to Ms. Johnson.

In her application it states that she: "Provides administrative support to the President/ CEO. Acts as supportive communication link between CEO, Board of Trustees, Administration and the Medical Executive Committee to assist in operations within delegated authority. Must recognize the confidentiality in dealing with employees, information, physicians and affiliated entities. Responsible for supervision of administrative support staff and coordination of multiple projects."

This appears to present conditions for possible perceived biased on the Long Beach School Board. As this may appear to create an unethical arrangement, I feel that the Long Beach City Board of Alderman should seek another qualified applicant.

For these reasons, I hereby veto the appointment of Ms. Angie Johnson to the position of School Board Trustee.

Leonard G. Carrubba

Leonard G. Carrubba, Mayor Pro Tempore

Angela Alexander Johnson
1155 East Old Pass Road
Long Beach, MS 39560
228/297-9298

February 14, 2012

The Honorable William "Billy" Skellie
Mayor of the City of Long Beach
P.O. Box 929
Long Beach, MS 39560

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

Dear Mayor Skellie and Aldermen:

I am writing this letter regarding my appointment and subsequent vetoed appointment to the Long Beach School Board. I respectfully disagree with the decision to veto my appointment based on the "appearance" of an ethical violation.

I sincerely thank Alderman Carrubba for calling me regarding his decision to veto, but I vehemently protest his opinion. I have requested an Ethics Advisory Opinion regarding my employment at Memorial Hospital, my position on the Long Beach School Board, and Carrolyn Hamilton's position as Board member of Memorial Hospital. I respectfully request that you delay appointment of a school board member until you have received and reviewed the Opinion. I will gladly step down on March 1 and await your decision.

As a matter of information for you, Memorial Hospital at Gulfport is a public, not-for-profit hospital in Gulfport jointly owned by the City of Gulfport and the Gulfport West Harrison County Hospital District. I am employed as the Sr. Executive Assistant to the President/CEO of Memorial Hospital. I have been employed with Memorial since 1992. This is my 20th year with Memorial. I have no authority in any policy making decisions or discussions. I am a secretary and my sole responsibility is to my boss. The only interaction I have with the Memorial Board of Trustees is the dissemination of information from my boss to the Board and coordination of meetings. I am not employed by the Board of Trustees of the Hospital; I am an employee of the Hospital. I answer only to the President and CEO.

Page Two

The Board of Trustees is composed of seven (7) Trustees, three (3) of which are named by the City; three (3) by the Board of Supervisors of Harrison County, acting February 14, 2012, on behalf of the District; and one (1) named jointly by Harrison County and the City. Members serve five-year staggered terms.

Mrs. Carrolyn Hamilton was appointed in 2009 by the Board of Supervisors of Harrison County to serve as a Trustee on the Memorial Hospital Board of Directors. At no time during Mrs. Hamilton's service to Memorial have I served as her designated "employee," nor has she served as my "boss."

As previously presented to you with my letter requesting to be reappointed to the School Board, was my resume. My resume reflected the following regarding my duties at Memorial: *Provides administrative support to the President/CEO. Acts as supportive communication link between CEO, Board of Trustees, Administration and the Medical Executive Committee to assist in operations within delegated authority. Must recognize the confidentiality in dealing with employees, information, physicians and affiliated entities. Responsible for supervision of administrative support staff and coordination of multiple projects.*

As stated previously, I am a secretary at Memorial and my sole responsibility is to my boss. The only interaction I have with the Memorial Board of Trustees is the dissemination of information from my boss to the Board and coordination of meetings. I am not employed by the Board of Trustees of the Hospital; I am an employee of the Hospital. I answer only to the President and CEO. As to my position on the School Board, the superintendent is responsible to the School Board as a WHOLE, not an individual.

I have never committed an ethical violation or any violation of my positions, and I do not believe my service on the Board of Trustees of the School District and my employment by Memorial Hospital in any way could reasonably be seen to create the appearance of any impropriety.

I would graciously appreciate your consideration of my request to delay appointment of a school board member until you have reviewed the Ethics Opinion.

Respectfully,

Angela Johnson

Angela Alexander Johnson

MINUTES OF FEBRUARY 21, 2012
MAYOR AND BOARD OF ALDERMEN

Upon the advice of the City Attorney, Jim Simpson, and considerable discussion, it was determined that no action was required or taken.

* * * * *

Upon continued discussion regarding the aforesaid letter from Ms. Angie Johnson, Alderman Ponthieux made motion seconded by Alderman Anderson and unanimously carried to table any action regarding the Appoint/ Advertise School Board Trustee position until an Ethics Opinion can be obtained for the March 6, 2012, regularly scheduled meeting of the Mayor and Board of Aldermen.

* * * * * * * * * * * * * * * * * * *

Alderman Anderson made motion seconded by Alderman Parker and unanimously carried to accept a notice of retirement submitted by Senior Citizen Coordinator, Brenda Trehern, and the effective date will be March 31, 2012. The Mayor and Aldermen acknowledged and thanked Mrs. Trehern for her many years of faithful service to the City of Long Beach.

* * * * * * * * * * * * * * * * * * *

Upon the recommendation of the Library Director, Jeannie Ripoll, Alderman Ponthieux made motion seconded by Alderman Anderson and unanimously carried to hire, Vickey Gordon as a part time library employee, effective March 1, 2012, at a salary of $8.00 per hour.

* * * * * * * * * * * * * * * * * * *

No action was taken regarding Derelict Properties.

* * * * * * * * * * * * * * * * * * *

Mayor Skellie recognized Mr. Steve Nicosia regarding Bulkhead / Retaining Wall on Bear Bayou. Discussion was had and no action was taken.

* * * * * * * * * * * * * * * * * * *

Discussion was had pertaining to Cable Broadcast of the meetings. It was the consensus of the Board to carry this item forward until the next regularly scheduled meeting of the Board of Aldermen.

MINUTES OF FEBRUARY 21, 2012

MAYOR AND BOARD OF ALDERMEN

Alderman Anderson made motion seconded by Alderman Ponthieux and unanimously carried to approve the Community Easter Egg Hunt to be held at the Town Green, on March 29th, 2012 provided the repairs to the roof have been completed.

* * * * * * * * * * * * * * * * * * *

Alderman Parker made motion seconded by Alderman Carrubba and unanimously carried to approve the annual Inter-local Agreement between Harrison County and The City of Long Beach as follows:

Boyce
HOLLEMAN & ASSOCIATES
A Professional Association
Attorneys at Law
Since 1950

February 15, 2012

Mayor William Skellie, Jr.
City of Long Beach
P. O. Box 929
Long Beach, MS 39560

Re: Interlocal Agreement for Assessment and Collection of Taxes

Dear Mayor Skellie:

Enclosed is the original Interlocal Agreement between Harrison County and the City of Long Beach relating to the Assessment and Collection of Taxes. The Agreement has been executed by the appropriate officials on behalf of Harrison County. Also enclosed for your file is a certified copy of the Order of the Harrison County Board of Supervisors approving the Interlocal Agreement at its meeting on January 23, 2012. I would appreciate your presenting the Agreement to Board of Aldermen at its next meeting.

We appreciate your consideration of Agreement and recommendation of its acceptance before the Board of Aldermen. After the original Agreement has been approved, please sign and return the original to me at your earliest convenience. I will then forward it to the Attorney General for his approval.

Please do not hesitate to contact me if you have any questions in this connection. Thank you for your assistance. With best personal regards, I am

Sincerely,

BOYCE HOLLEMAN & ASSOCIATES

Tim C. Holleman

TCH/gj

Enclosures

cc: Board Members
Chancery Clerk
County Administrator

Jesse Boyce Holleman 1924-2003 | *Tim C. Holleman* tim@boyceholleman.com | *L. Dean Holleman* dean@boyceholleman.com | *D. Jeffrey White* jeff@boyceholleman.com | *Haley L. Zelenka* haley@boyceholleman.com | *Patrick T. Guild* patrick@boyceholleman.com

1720 23rd Avenue • Boyce Holleman Blvd. • Gulfport, MS 39501 • P.O. Drawer 1030 • Gulfport, MS 39502
Office: 228-863-3142 • Toll Free: 1-888-863-3140 • Fax: 228-863-9829 • www.boyceholleman.com

MINUTES OF FEBRUARY 21, 2012
MAYOR AND BOARD OF ALDERMEN

STATE OF MISSISSIPPI

COUNTY OF HARRISON

INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT BY AND BETWEEN HARRISON COUNTY, MISSISSIPPI AND AND THE CITY OF LONG BEACH, MISSISSIPPI FOR TAX ASSESSMENTS AND COLLECTIONS FOR THE YEARS 2012-2016

WHEREAS, the citizens of Harrison County, Mississippi, including its municipalities, have from time to time, expressed a desire to share and/or combine governmental operations to insure greater efficiency as well as savings in tax dollars resulting in lower taxes to the taxpayers of Harrison County, as evidenced by the fact that the electorate of Harrison County at the polls on November 3, 1987, voted to approve a program for combining law enforcement activities by an overwhelming 67% of those citizens voting; and

WHEREAS, the City of Long Beach, Mississippi, under the authority of Miss. Code Ann. § 21-33-1 et. seq. (1972) (as amended) and Harrison County, Mississippi, under the authority of Miss. Code Ann. § 27 (1972) (as amended), previously entered into Interlocal Governmental Cooperation Agreements whereby the Harrison County Tax Assessor would perform tax assessments for the City and the Harrison County Tax Collector would perform tax collections for the City at minimum cost to the taxpayers of the City, and the Harrison County Chancery Clerk would conduct redemption of City Taxes, if necessary; and

WHEREAS, the City of Long Beach, through its Governing Authority, and Harrison County, Mississippi, through its Board of Supervisors, desire to enter into a new Interlocal Governmental Cooperation Agreement to continue said tax assessments and tax collections, etc. as provided by Miss. Code Ann. § 17-13-1 et. seq. (1972) (as amended); and

WHEREAS, the City of Long Beach by its Mayor and Board of Aldermen, (its "Governing Authority"), and the Board of Supervisors of Harrison County, Mississippi, desire to continue to work together toward sharing and/or combining governmental activities in the City of Long Beach in a cost effective manner, which will result in substantial savings to the taxpayers of the City of Long Beach and thereby a savings on the amount of taxes required to be paid by the citizens; and

WHEREAS, there will be no separate legal or administrative entity created hereby, but the purposes of this Agreement shall be that the governing authorities of the respective governmental entities, namely Harrison County, Mississippi and the City of Long Beach, Mississippi, shall each cooperate together within and under the terms of this Agreement to achieve maximum efficiency in tax assessments and collections at minimum cost to the taxpayers of Harrison County and the City of Long Beach.

NOW, THEREFORE, BE IT RESOLVED by and between the City of Long Beach, Mississippi, by and through its Mayor and Board of Aldermen (hereinafter referred to as the "City"), and Harrison County, Mississippi, by and through its Board of Supervisors (hereinafter referred to as the "County"), that they do hereby enter into this Interlocal Governmental Cooperation Agreement for the services hereinafter outlined; said Agreement being authorized

by Miss. Code Ann. § 17-13-1 et. seq. (1972) (as amended), and subject to the approval of the Attorney General of the State of Mississippi; said Agreement being as follows, to-wit:

Section 1. The duly elected Tax Collector of Harrison County shall assume the responsibility for the collection of all City and Long Beach Municipal Separate School District Ad Valorem taxes within the City as well as the Long Beach Municipal Separate School District taxes on real, personal and public service properties. The Tax Collector will collect County and City taxes at the same time and on the same receipt. Tax receipts and tax statements will show City, County and School taxes separately.

Section 2. This Agreement will not supersede or replace any previous agreements between the City and County relating to the collection of taxes and the terms thereof.

Section 3. The City agrees to allow the County Tax Collector to retain a fee of $3 for each receipt collected or sold at tax sale. The fee will be deducted from each monthly settlement of funds to the City. Fees collected by the County Tax Collector will be credited to the County's General County Fund. The Chancery Clerk will retain the cost of redemption of City Taxes.

Section 4. Ad Valorem taxes on real and personal property shall be collected as soon as reasonably practical after October 1 of each year to insure that operating funds are available prior to the tax delinquency date of February 1 of the subsequent calendar year. Any partial payment which the Tax Collector accepts will be divided proportionately between the parties.

Section 5. All sums collected shall be delivered to the City on or before the 20th of the month following that in which said funds are collected. However, the County Tax Collector may make a cash advance to the City on the 20th of the collection month, based on his estimate of prior collections. The Tax Collector will take necessary action to fully secure the investment of any City funds in his possession.

Section 6. The County Tax Collector shall collect all homestead exemptions, chargebacks, damages and interest authorized by law on City and Long Beach Municipal Separate School District taxes which shall be distributed within the same time limitations and in the same manner as described in the previous section.

Section 7. The County Tax Collector will conduct land tax sales for the City at the same time and place as land tax sales for the County are now held, and the City will receive all interest, damages and other fees from such sales that the City may be entitled to in accordance with law. The City will be furnished a list of all land sold for taxes on its behalf or struck off to the City within thirty (30) days after said sale.

Section 8. The Harrison County Chancery Clerk will be responsible for receiving and receipting tax redemption payments, notifying owners of the time for expiration of redemption and issuing deeds for such tax sales. The Chancery Clerk shall be reimbursed $10.00 per parcel for the cost of researching land records for notifying owners and lienors of maturity dates. Said $10.00 will be paid by the City wherein the property is located.

Section 9. The duly elected Tax Assessor of Harrison County shall provide assessment and assessment related services to the City of Long Beach on all property within the City of Long Beach. For additional compensation as may be agreed between the Tax

Assessor and the Harrison County Board of Supervisors, the Tax Assessor may also provide said assessment and assessment related services to the Long Beach Municipal Separate School District. Assessment services shall include, but are not necessarily limited to, the following:

A. The County Tax Assessor shall provide to the City the assessment for taxation purposes of all property within the City and the School District as of the annual tax lien data regarding each class of property.

B. The County Tax Assessor shall keep records concerning City Tax Exemptions on industries, both real and personal.

C. The County Tax Assessor shall provide assessment figures to the City for all Non-profit Electric Utilities located within the City or City School District.

D. The County Tax Assessor shall assist the City with figures and formulas necessary to calculate mill rates.

E. The County Tax Assessor shall take all City homestead applications.

F. The County Tax Assessor shall maintain maps on property within the corporate limits and the City School District as well as assign tax district numbers to each parcel for taxation purposes.

G. The County Tax Assessor shall provide access to updated tax maps on an annual basis. Copying costs for maps shall be billed by the Tax Assessor directly to the City for payment to the County. The City shall be responsible for all computer software and equipment required to be compatible for discs and tapes furnished by the County Tax Assessor's Office.

H. The County Tax Assessor shall make available to the City facts and figures concerning annexation values as well as make all necessary map changes including the assignment of new taxing district numbers. The County Tax Assessor will provide facts and figures to assist the City in any redistricting plan.

I. The County Tax Assessor shall make available to the City all information helpful to the City in regard to existing and future City Bond Issues, Tax Increment Financing, and any other types of debt financing.

J. The County Tax Assessor shall provide at the earliest available date estimated property values for the City and City School District in order to assist with budget preparation and other planning purposes.

K. The County Tax Assessor shall cooperate with the City in making any information available which will assist the City in all aspects of planning subject to the limitations of the computer capabilities, programs, and information available to the Tax Assessor.

Section 10. The Chancery Clerk, the County Tax Assessor, and the County Tax Collector shall provide assessment, assessment related services, and tax redemption services to the City on all property within the City. For additional compensation as maybe agreed upon by and between the Chancery Clerk, the County Tax Assessor, the County Tax

Collector and the Board of Supervisors, assessment, assessment related services and tax redemption services may be provided to properties within the Long Beach Municipal Separate School District.

Section 11. On or before December 1 of each calendar year, the County will furnish the City with actual values and anticipated tax collection revenues on all real and personal property within the City and the Long Beach Municipal Separate School District.

Section 12. The County Tax Collector will make refunds of all taxes erroneously collected by his office and will make prompt adjustments to the monthly distribution reports accordingly. The City agrees to allow the County Tax Collector credit for the list of delinquent or insolvent taxpayers properly presented to it in the same manner as prescribed by Miss. Code Ann. § 27-49-1 et. seq. (1972) (as amended).

Section 13. The County will furnish the City with a supplemental homestead exemption roll containing homestead tax loss values on both regular and senior homestead properties for the City and the Long Beach Municipal Separate School District so that homestead reimbursement can be applied for with the State. The County will supply this information on or before December 15 of each calendar year.

Section 14. Any real and personal property acquired under the auspices of this Agreement shall be distributed to the party assuming the cost of such acquisition upon termination of this Agreement.

Section 15. The City or its authorized representative shall have the right to audit the County Tax Collector's records at any time as they may relate to this Agreement in any way.

Section 16. This Agreement shall become effective as of January 3, 2012, subject to approval by the Attorney General and filed with the Secretary of State and shall terminate upon the expiration of the term of office for the Harrison County Board of Supervisors in January, 2016. It is anticipated that this Agreement may extend beyond the existing term of the Governing Authority for the City. It is understood and agreed by the parties that upon installation of a new Governing Authority, the City shall either accept or reject continuation of this Interlocal Governmental Cooperation Agreement by Resolution duly spread upon its minutes. This Agreement may be terminated by the mutual agreement of the parties upon thirty (30) days written notice to the President of the Board of Supervisors and Mayor of the City; however, in no event shall termination be less than nine (9) months in advance of the date of termination. This Agreement may be renewed by the County and the City by Resolution of each entity spread upon its minutes. It is also agreed and understood that the City and County shall notify each other, no later than thirty (30) days prior to the 1st day of January, 2016, that they intend to renew or reject the Agreement for another period of time to be agreed upon, but not longer than each governing Board's term of office.

Section 17. Amendment to this Agreement shall take place only by mutual written consent of the parties pursuant to Miss. Code Ann. §17-13-9(e) (1972) (as amended), and with Resolutions passed by each Governing Authority.

Section 18. The County agrees to provide the following reports:

A. Real Estate and Personal Property Rolls showing assessed values of all real estate and personal property inside the City of Long Beach in order to add property exempted by Harrison County and not exempted by the City of Long Beach, and to calculate expected revenue to be generated for the current year. These may be provided on computer tape.

B. A copy of the Regular Homestead Exemption roll (inside the City of Long Beach and the Long Beach Municipal Separate School District) and a copy of the Senior and Disabled Citizen Additional Homestead Exemption Roll (inside the City and the Long Beach Municipal Separate School District).

C. A monthly listing of all collections by MAP NUMBER ON REAL ESTATE and RECEIPT NUMBER on PERSONAL PROPERTY, including interest collected if applicable.

D. A monthly report of all collections of real estate and personal property showing the total assessed value, total regular homestead value, total senior citizen homestead value, total taxes collected and total interest collected.

E. A copy of the Tax Sales of all properties inside the City of Long Beach on real estate Ad Valorem taxes.

F. A yearly report on both real estate and personal property should be furnished shortly after September 30 of each fiscal year. Said report shall show: (1) assessed values; (2) homestead values (regular and senior reflected separately); (3) taxes and interest (reflected separately); and (4) totals (accumulative by map on real estate and by letter of the alphabet on personal property).

G. A detailed listing of all unsold real estate and unpaid personal property should be furnished with accumulative totals printed by map on real estate and letter of the alphabet on personal property.

Section 19. The City and County recognize that the services provided herein to be rendered and engaged in jointly between the City and County require the approval and cooperation of the Harrison County Tax Collector, Harrison County Chancery Clerk and Harrison County Tax Assessor, and that they have been fully advised and have cooperated in the formulation of this Agreement and join herein as signature parties.

IN WITNESS WHEREOF, I, as Mayor of the City of Long Beach, the officer duly authorized in the premises by Resolution of the Board of Aldermen of the City of Long Beach attached hereto, do hereby set and subscribe my signature on behalf of the City of Long Beach to the foregoing Interlocal Governmental Cooperation Agreement between Harrison County, Mississippi, and the City of Long Beach, Mississippi.

WITNESS MY SIGNATURE this, the _____ day of _____, 2012.

_____
William Skellie, Jr., Mayor
City of Long Beach, Mississippi

MINUTES OF FEBRUARY 21, 2012
MAYOR AND BOARD OF ALDERMEN

ATTESTED:

_____
City Clerk

I HAVE APPROVED THIS INTERLOCAL
GOVERNMENTAL COOPERATION AGREEMENT
AS TO FORM:

_____
Attorney for the City of Long Beach, Mississippi

IN WITNESS WHEREOF, I, as President of the Board of Supervisors of Harrison County, Mississippi, being the duly authorized officer, do hereby set and subscribe my signature to the above and foregoing Interlocal Governmental Cooperation Agreement, fully ascribing to the terms thereof for and on behalf of Harrison County, Mississippi, the same having been adopted in a duly constituted session.

WITNESS MY SIGNATURE this, the 23rd day of January, 2012.

HARRISON COUNTY BOARD OF SUPERVISORS

Kim Savant, President
Harrison County Board of Supervisors

ATTEST:

Clerk of the Board

I HAVE APPROVED THIS INTERLOCAL
GOVERNMENTAL COOPERATION AGREEMENT
AS TO FORM:

Tim C. Holleman, Attorney
Harrison County Board of Supervisors

MINUTES OF FEBRUARY 21, 2012
MAYOR AND BOARD OF ALDERMEN

APPROVED:

HARRISON COUNTY CHANCERY CLERK

APPROVED:

HARRISON COUNTY TAX ASSESSOR

APPROVED:

HARRISON COUNTY TAX COLLECTOR

Harrison County, MS

Official Agenda
Board of Supervisors

Monday, January 23, 2012	9:30 AM	BILOXI

16 12-0139 **ORDER** approving the renewal of the Interlocal agreements relating to the assessment and collection of taxes with the cities of Biloxi, D'Iberville, Gulfport, Long Beach and Pass Christian for the years 2012-2016 and authorizing the Board President to execute same.

Attachments: Order Approving Renewal Interlocal Agreements 1.3.12.0000.pdf
Biloxi.Tax
D'Iberville.Tax
Gulfport.Tax
Long Beach.Tax
Pass Christian.Tax

[Supervisor Rockco inquired about changes to the tax bills that would identify taxes levied by the school districts. The Board President will contact the Tax Collector to discuss the requested changes to the tax bills for next year.]

A motion was made by Supervisor Rockco seconded by Supervisor Swetman III, that this Order be APPROVED by the following vote:

Aye: 4 - Supervisor Swetman III; Supervisor Savant; Supervisor Martin and Supervisor Rockco

Absent & Exc: 1 - Supervisor Ladner

MINUTES OF FEBRUARY 21, 2012
MAYOR AND BOARD OF ALDERMEN

Harrison County, MS

Certified Copy

Order: 12-0139

File Number: 12-0139

ORDER approving the renewal of the Interlocal agreements relating to the assessment and collection of taxes with the cities of Biloxi, D'Iberville, Gulfport, Long Beach and Pass Christian for the years 2012-2016 and authorizing the Board President to execute same.

I, John McAdams, Chancery Clerk and Ex Officio Clerk of the Board of Supervisors of Harrison County, Mississippi, certify that this is a true copy of Order No. 12-0139, passed by the Board of Supervisors on 1/23/2012.

THIS 14th day of February 2012.

JOHN McADAMS, Chancery Clerk and
Clerk of the Board of Supervisors, Harrison County, Mississippi.

By: Henrietta Casanova
Deputy Clerk

MINUTES OF FEBRUARY 21, 2012

MAYOR AND BOARD OF ALDERMEN

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

MINUTES OF FEBRUARY 21, 2012
MAYOR AND BOARD OF ALDERMEN

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