

Minutes of July 17, 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 third Tuesday in July, 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, Kaye H. Couvillon, Ronnie Hammons, Jr., Mark E. Lishen, Carolyn J. Anderson, City Clerk Rebecca E. Schruff, and City Attorney James C. Simpson, Jr.

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

The meeting was called to order and there were no bids, presentations, proclamations or amendments/comments to the Municipal Docket.

It was announced that the electronic equipment has been installed at Cable One and the City will begin broadcasting board meetings in the near future.

Alderman Lishen made motion seconded by Alderman Couvillon and unanimously carried to approve minutes of the Mayor and Board of Aldermen, as follows:

- Regular minutes dated July 3, 2012, as submitted.
- Work Session minutes dated July 10, 2012, as submitted.

Alderman Parker made motion seconded by Alderman Carrubba to approve the regular meeting minutes of the Planning Commission dated July 12, 2012, as submitted.

Upon further discussion, Alderman Couvillon offered substitute motion seconded by Alderman Anderson and unanimously carried to approve said minutes, overruling approval to operate a medical waste/treatment facility in an I-Industrial Zone (113 North Ocean Wave Avenue) as submitted by Douglas Kennedy, remanding the matter back to the Planning Commission for further deliberation and clarification.

After considerable discussion, Alderman Anderson made motion seconded by Alderman Couvillon and unanimously carried to approve payment of invoices as listed

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in Docket of Claims number 071712; and Pay Application #5, BIG Harbor Improvement Project, Bay South LTD, in the amount of \$120,554.00.

The request from the City of Pass Christian to purchase water from the City of Long Beach was taken under advisement for further consideration and review at the next regular meeting, August 7, 2012.

Based upon the recommendation of Assistant Fire Chief Mike Brown and certification by the Civil Service Commission, Alderman Anderson made motion seconded by Alderman Couvillon and unanimously carried to approve Fire Department personnel matters, as follows:

- Step Increase, Driver/Operator Jared Allen, FS-10-IX, effective August 16, 2012;
- Step Increase, Lieutenant Dane McGoey, FS-12-V, effective August 16, 2012;
- Step Increase, Lieutenant Pete McGoey, FS-12- VI, effective September 1, 2012;
- Step Increase, Battalion Chief Joe Stapleton, FSA-13-VIII, effective August 16, 2012;
- Step Increase, Driver/Operator Josh White, FS-10-VII, effective August 16, 2012.

There was no action required or taken regarding CDBG Requests for Cash or Payment of Invoices.

Alderman Ponthieux made motion seconded by Alderman Anderson and unanimously carried to ratify the Close-Out Package, CDBG Planning Grant, as follows:

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**MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION
RECIPIENT'S CLOSEOUT CHECKLIST**

Recipient: City of Long Beach

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

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: _____

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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	\$0.00	\$479,980.95	\$0.00	\$479,980.95	\$19.05	\$0.00	\$479,980.95
17. Audit							
18. Total Other Cost (Match)							
19. Total GRANT Cost	\$500,000.00	\$499,980.95	\$0.00	\$499,980.95	\$19.05	\$0.00	\$499,980.95
COMPUTATION OF GRANT BALANCE							
DESCRIPTION							
1. Grant Agreement Amount						TO BE COMPLETED BY THE STATE	
2. Amount for Unsettled Third-Party Claims						\$500,000.00	
3. Grant Amount Received (amount of "grant funds received")						\$0.00	
4. GRANT Amount Deobligated						\$499,980.95	
5. Amount of Refund						\$19.05	
* 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							
LIST ANY UNPAID COSTS AND UNSETTLED THIRD-PARTY CLAIMS AGAINST THE RECIPIENT'S GRANT. DESCRIBE CIRCUMSTANCES AND AMOUNTS INVOLVED:							
None							

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MISSISSIPPI DEVELOPMENT AUTHORITY DISASTER RECOVERY DIVISION RECIPIENT PERFORMANCE CERTIFICATION REPORT

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

Completed By/Person Completing Form: Ann Frazier

National Policy Objective(s) Addressed:

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

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 (Specify)	_____	_____	_____	_____
4. Streets	_____	_____	_____	_____
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	_____	_____	_____	_____
13. Number of Female Heads of Household Served	_____	_____	_____	_____
14. Number of Elderly Beneficiaries	_____	_____	_____	_____

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- 15. Number of Handicapped Beneficiaries _____
- 16. Number of Jobs Created _____
- 17. Unspecified Activities No Measures Required

FINANCIAL PERFORMANCE

	Planned	Actual
Total Grant Project Expenditures	<u>\$500,000.00</u>	<u>\$499,980.95</u>
Total Other Expenditures (Match)	<u>\$0.00</u>	<u>\$0.00</u>
<u>Leveraging Ratio:</u>		
<u>Total amount other funds allowable as leveraging*</u>	<u>N/A</u>	<u>N/A</u>

*Do not use program income.

AUDIT

Date of most recent audit: September 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.

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ETHNIC BENEFICIARY INFORMATION FOR GRANT AND EMERGENCY PROJECTS

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

<ol style="list-style-type: none"> 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 	<ol style="list-style-type: none"> 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
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a. Activity:		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
Planned in Application																		
Actual Beneficiaries																		

b. Activity:		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
Planned in Application																		
Actual Beneficiaries																		

c. Activity:		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
Planned in Application																		
Actual Beneficiaries																		

d. Activity:		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
Planned in Application																		
Actual Beneficiaries																		

e. Activity:		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
Planned in Application																		
Actual Beneficiaries																		

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MISSISSIPPI DEVELOPMENT AUTHORITY
 DISASTER RECOVERY DIVISION
 OUTSTANDING CLAIMANTS LIST

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

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.					

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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
N/A						

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
N/A					

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
N/A			

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CERTIFICATE OF RECIPIENT COMPLIANCE

1. Release

Pursuant to the terms of said subgrant/contract and in consideration of the sum of \$ 499,980.95 (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 transferred 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 of said subgrant/contract.

4. Recipient and Subrecipient Monitoring

The Recipient hereby certifies that onsite fiscal and programmatic reviews of the project(s) covered 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

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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.

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AGREEMENT RELATIVE TO CLOSEOUT OF DISASTER RECOVERY DIVISION GRANT PROGRAMS

This Agreement is between 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-KP (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.

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- 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.

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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

BY SIGNATORY OFFICIAL _____

Mayor William Skelley
TITLE

7/17/12
DATE

WITNESSED BY:
1. [Signature]
2. [Signature]

MISSISSIPPI DEVELOPMENT AUTHORITY DISASTER RECOVERY DIVISION:

BY SIGNATORY OFFICIAL _____

TITLE _____

DATE _____

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**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

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**Katrina Supplemental Community Development Block Grant
Community Planning Quarterly Report**

<u>General Information</u>			
Grantee: City of Long Beach			
Grant Agreement Identifier: R-103-235-01-KP			
Name/Title/Address/Phone of Responsible Individual: Ann Frazier, Associate Consultant Jimmy G. Gouras Urban Planning 1100 Cherry Street, Vicksburg, MS 39183 601-638-7121			
Project Name: City of Long Beach Comprehensive Plan; Zoning Ordinance; Architectural Design Standards; and Subdivision Regulations and Fringe Area Study			
CDBG Award Amount:	\$500,000.00* *Denotes \$30,000 increase by MDA	Matching Funds:	\$0.00
Activity Description / Location (include census block and tract): The City's Comprehensive Plan, Zoning Ordinance and Map have been rendered totally obsolete due to the massive loss of property. The Subdivision Regulations do not incorporate new regulatory measures of FEMA, MEMA, MDEQ, U.S. Army Corps of Engineers and others. The new Comprehensive Plan with up to date zoning and subdivision regulations will insure that the rebuilding recovery and renewal process is consistent with the sound planning principles and in keeping with the long range goals and objectives of the community. The Architectural Design Standards will insure that with the recommendation of the City's Renewal Master Plan and in keeping with architectural standards of high quality and design. The additional funds awarded by MDA will be used to conduct a Fringe Area Study to assist the city in their long-term recovery process.			
National Objective: To prevent, reduce, eliminate or otherwise mitigate against future loss of property.			
How does the project meet program criteria for the stated activity: The Mayor and Board of Aldermen are fully committed and pledge their commitment to the implementation of the Comprehensive Plan, Zoning Ordinance, Subdivision Regulations and Architectural Design Standards in the rebuilding and recovery of the City by passage Resolution dated December 19, 2006.			
Person/Company Completing Form (Date): Ann Frazier, Jimmy G. Gouras Urban Planning Consultants June 15, 2012 (FINAL)			

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<u>Financial Status</u>			
CDBG Amount:	\$500,000.00	Amount Expended for Current Period:	\$10,999.96
Total amount expended to date (all sources): \$499,980.95			
CDBG funds planned to be spent v.s. actual spent for reporting period: \$10,999.96 vs. \$10,999.96			
Remaining CDBG Balance: \$19.05			

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.

All project activities are complete and the close out package is being prepared for submission to MDA for approval.

A contract extension was approved by MDA to extend the contract ending date to May 31, 2012.

There are surplus funds in the amount of \$19.05 on this project.

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: Christine Lusteck, Post Office Box 849, Jackson, Mississippi 39205-0849.

There came on for consideration a letter with attachment from Police Chief Wayne McDowell , as follows:

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228-863-7292
FAX 228-863-1557



LONG BEACH POLICE DEPARTMENT

P.O. BOX 929 LONG BEACH, MS 39560

Date: July 12, 2012

To: Mayor Skellie
Board of Alderman

From: Chief McDowell

Re: New Patrol Vehicle Purchases

I am requesting to go ahead and purchase three more vehicles out of my current year budget, due to the aging fleet of our current vehicles. This will not require any additional money to be added to the Police Department's budget or amendments to our budget. I will be able to accomplish this by using funding not spent on new equipment and use it for new vehicles, both of these line items fall under the capital outlay portion of our budget.


Wayne McDowell
Chief of Police

Based upon the recommendation of Chief McDowell, Alderman Hammons made motion seconded by Alderman Parker and unanimously carried to approve the purchase of three (3) new police vehicles, as set forth above.

Upon the request of Police Chief Wayne McDowell, the Police Department personnel matter, FTO Pay, was removed from the agenda at this time.

Discussion was held regarding the proposed budget, Fiscal Year 2012-2013; whereupon, Alderman Carrubba made motion seconded by Alderman Parker and

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unanimously carried to schedule a work session, Tuesday, July 24, 2012, 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, to discuss revenues/expenditures, projects and project funding, the taxing and spending plan, departmental budgets, and other items in the Fiscal Year 2012-2013 Budget.

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Alderman Carrubba made motion seconded by Alderman Couvillon and unanimously carried to schedule a public hearing, Tuesday, August 7, 2012, at 5:00 p.m., City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to provide the general public with an opportunity to comment on the taxing and spending plan incorporated in the proposed budget of the City of Long Beach, Mississippi, for the fiscal year beginning October 1, 2012 and ending September 30, 2013. The Clerk was directed to initiate a public information call-out through the City's mass notification system.

Alderman Ponthieux made motion seconded by Alderman Couvillon and unanimously carried to approve the Interlocal Governmental Cooperation Agreement by and between the City of Long Beach and Harrison County, Mississippi, as follows:

**Minutes of July 17, 2012
Mayor and Board of Aldermen**

STATE OF MISSISSIPPI

COUNTY OF HARRISON

**INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT
BY AND BETWEEN HARRISON COUNTY, MISSISSIPPI
AND THE CITY OF LONG BEACH 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/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 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/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, the City of Long Beach, through its Governing Authority, and Harrison County, Mississippi, through its Board of Supervisors, desire to enter into an Interlocal Governmental Cooperation Agreement as provided by Miss. Code Ann. § 17-13-1, et. seq. (1972); and

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WHEREAS, the purpose of this Agreement is to provide that Harrison County will, during the term hereof and under the conditions set forth in this Agreement, provide governmental services to the City of Long Beach, as more specifically set forth in this Agreement; and

WHEREAS, there will be no separate or 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, shall each cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services at minimum cost to the taxpayers of Harrison County and the City of Long Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LONG BEACH, 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), and subject to the approval of the Attorney General of the State of Mississippi; said Agreement being as follows, to-wit:

SECTION 1. ADMINISTRATION AND ADMINISTRATIVE ENTITY PROVISIONS.

This Agreement will be administered in accordance with the terms and conditions set forth herein by the designated representative of the City of Long Beach, under the direction of its Mayor and Governing Authority, and the County Administrator of Harrison County, Mississippi, under the direction of the Board of Supervisors of Harrison County, Mississippi. No separate legal or administrative agency will be created by this Agreement.

SECTION 2. PURPOSE AND STATUTORY AUTHORITIES.

(A) Roads, Bridges, Highways, Approaches and Related Drainage.

Under the provisions of Miss. Code Ann. § 21-37-3 (1972) and Miss. Code Ann. § 19-3-41 (1972), the City and the County have jurisdiction over roads, bridges, highways, approaches

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and related drainage, within their respective jurisdictions, and the City and the County, pursuant to the provisions of Miss. Code Ann. § 65-7-83 and § 65-7-85 (1972) for the purposes of this Section of this agreement, agree to concurrent jurisdiction over roads, bridges and drainage within the municipal boundary limits of the City for the specific purposes herein enumerated, to-wit:

1. It is anticipated that the City will, from time to time, as the need and necessity arises, request the support of the County in the constructing, reconstructing and repairing of roads, highways, bridges, approaches thereto and related drainage, within the City's corporate limits.

2. It is anticipated that the City will from time to time, as the need and necessity arises, request the support of the County, and the County will from time to time, as the need arises, request support of the City in the constructing, reconstructing and repairing of public parking facilities for public buildings or facilities owned, maintained, and in the custody and control of the County for public used within the City's corporate limits.

3. Upon the adoption of an appropriate Resolution, duly spread upon the official minutes of the City, the County, in its sole discretion, agrees to assist the City in constructing, reconstructing and repairing roads, highways, bridges, approaches thereto and related drainage, within the City's corporate limits; and the County, in its sole discretion agrees to assist the City, and the City in its sole discretion, agrees to assist the County in constructing, reconstructing, and repairing of public parking facilities for public buildings, and facilities owned, maintained, and in the custody and control of the County or City for public use within the City's corporate limits.

(B) Law Enforcement Services.

The County and City recognize that under § 135 of the Mississippi Constitution and Miss. Code Ann. § 19-25-1, et. seq. (1972), as amended, the Sheriff of the County is the Chief Law Enforcement Officer of the County with criminal jurisdiction and civil process jurisdiction

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throughout the County, both in the unincorporated areas and incorporated areas. Historically, the City police and the Harrison County Sheriff's Department have cooperated in law enforcement efforts, both within the corporate limits of the City and in the unincorporated areas of the County. The County and City agree that by the execution of this Agreement, and upon the adoption of an appropriate Resolution, duly spread upon the official minutes of the City, the County, in its sole discretion, agrees to provide assistance to the City in implementing its law enforcement program.

(C) Fire Protection.

Presently, the City of Long Beach and Harrison County have their independent fire protection services. Historically, the City Fire Department and the County Fire Department have cooperated in providing fire protection within the incorporated area of the City as well as the unincorporated areas of the County.

The County and City agree that by the execution of this Agreement, and upon the adoption of an appropriate Resolution, duly spread upon the official minutes of the City, the County, in its sole discretion, agrees to provide assistance to the City in implementing its fire protection services, as provided in Miss. Code Ann. § 19-5-95, as amended.

(D) Parks and Recreation.

The City has located, within its corporate limits, parks and recreational facilities, which are utilized by its citizens, as well as those citizens living in the unincorporated areas of the County.

The County and City agree that by the execution of this Agreement, and upon the adoption of an appropriate Resolution, duly spread upon the official minutes of the City, the County, in its sole discretion, agrees to provide assistance to the City in the operation and maintenance of its parks and recreation programs, as provided in Miss. Code Ann. § 55-9-1, et. seq., (1972), as amended.

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SECTION 3. FINANCING.

The parties may each finance the performance of their individual duties under this Agreement by any means lawfully available to them. Consequently, no financing, staffing, supplying or budgeting of this cooperative undertaking is required. No funds shall be jointly received or disbursed through this Agreement, and no funds shall become joint undertaking funds; therefore, no treasurer or disbursing officer needs to be identified.

SECTION 4. JOINT BOARD PROVISIONS.

The terms and provisions of this Agreement do not require the establishment of a joint board.

SECTION 5. REAL AND PERSONAL PROPERTY.

It is not the intent of this Agreement that title to any real or personal property shall be transferred between the parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the party in which it is now vested. All real and personal property owned by the City of Long Beach, at the time of such termination or purchased by the City of Long Beach pursuant to this Agreement shall remain the property of the City of Long Beach; all real and personal property owned by Harrison County at the time of such termination or purchased by the County pursuant to this Agreement shall remain the property of the County. Any transfer of real property interests between the parties shall be by agreement separate and apart herefrom.

SECTION 6. ACQUISITION OF PROPERTY.

No additional real or personal property is to be acquired, held or disposed of in this joint cooperative undertaking, and all real and personal property utilized by any party in implementing this Agreement shall remain the party's property upon partial or complete termination or amendment of this Agreement.

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SECTION 7. SEVERABILITY.

If any part, term or provisions of this Agreement shall be held illegal, unenforceable, or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 8. TERM OF AGREEMENT.

This Agreement shall become effective as of January 3, 2012, subject to approval by the Attorney General and filing 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 Cooperative Agreement by Resolution duly spread upon its minutes. This Agreement may be terminated by the mutual agreement of the parties upon 30 days written notice to the President of the Board of Supervisors and Mayor of the City. This Agreement may be renewed by the County and the City by Resolution of each entity spread on its minutes. It is also agreed and understood that the City and County shall notify each other, no later than 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 9. AMENDMENT.

This Agreement may be amended upon the written agreement of both parties provided such amendment is approved by the Attorney General of the State of Mississippi, as provided in Miss. Code Ann. § 17-13-1, et. seq., (1972), as amended.

SECTION 10. APPROVAL BY ATTORNEY GENERAL.

The City and the County direct that after the execution of this Agreement the same shall be forwarded to the Attorney General of the State of Mississippi for his approval, as provided by

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law. In the event of disapproval by the Attorney General of any section of the services listed herein, the authorities of the City and of the County will be required to adopt a newly drafted Agreement before said provisions in said Agreement, and the Agreement itself, shall remain in full force and effect.

The Clerk of the City and the Clerk of the Board of Supervisors of the County shall spread this Agreement, after its execution, upon the minutes of the respective governing authorities and shall, upon return of the approval of said Attorney General or its rejection, spread said approval or rejection upon the minutes of the respective governing authorities, noting in the minute book that the original recordation where the Attorney General's approval or disapproval may be found on the minutes, and said Agreement shall be in full force and effect after approval by the Attorney General of the State of Mississippi, and recorded in the Office of the Secretary of State.

**SECTION 11. EACH SUCH ENTITY SHALL MAINTAIN LIABILITY INSURANCE OR
OTHER FUNDS REQUIRED BY MISSISSIPPI TORT CLAIMS ACT.**

The City and the County herein agree that it shall be the responsibility of each party to maintain its own general premises and liability insurance, or other insurance/funds administered by the Mississippi Tort Claims Act, which are the subject of this Interlocal Governmental Cooperative Agreement, including but not limited to, all law enforcement services; any fire services remaining, code administration; parks and recreation services; roads, bridges, driveways, parking areas, walking tracks, other sports facilities, related drainage and approaches thereto; or any other capital improvements with a limit of liability no less than \$500,000. Upon request, either party shall provide the requesting party hereto proof of insurance coverage. If such coverage is not maintained, or is cancelled by the carrier for either party, the other party may declare this Agreement null, void and of no further effect. The City herein promises and covenants to pay on demand any amount of self-insured risk or deductible required by any insurance policy of Harrison County which may be utilized by any person,

Minutes of July 17, 2012 Mayor and Board of Aldermen

JUL-13-2012 FRI 11:24 AM BOYCE HOLLEMAN & ASSOC

FAX NO. 2288639829

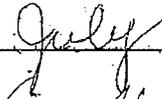
P. 02

company or entity on any claim made against Harrison County on account of any subject of this Interlocal Governmental Cooperative Agreement, unless any agent, representative or employee of Harrison County is found to have been at fault for which said lawsuit or claim was made. The City further promises to have Harrison County and the Sheriff of Harrison County as named insured(s) on its policy of insurance. Should the City's insurance carrier withdraw coverage or become insolvent, all claims, litigation costs, attorney fees, judgment or settlement amount shall be paid by the City, unless any agent or representative of Harrison County is found at fault.

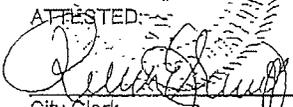
The parties further agree that no provision in this Agreement waives or extends any person or entity's liability as set forth in Miss. Code Ann. § 11-46-1, et. seq. (1972) (as amended), referred to as the Mississippi Tort Claims Act.

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.

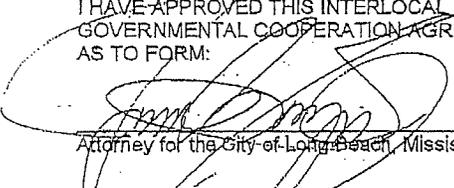
WITNESS MY SIGNATURE this, the 17th day of July, 2012.



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

ATTESTED:


City Clerk

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


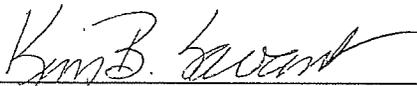
Attorney for the City of Long Beach, Mississippi

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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 13th day of FEBRUARY, 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
Boyce Holleman & Associates
Attorney for the Harrison County Board of Supervisors

Alderman Carrubba made motion seconded by Alderman Anderson and unanimously carried acknowledging the June, 2012, Revenue/Expense Reports.

Discussion was held regarding various derelict properties. After considerable discussion, Alderman Ponthieux made motion seconded by Alderman Parker and unanimously carried to schedule a public hearing, Tuesday, August 21, 2012, at 5:00

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o'clock p.m., City Hall Meeting, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not a parcel of property situated in the City of Long Beach, located at 109 Buena Vista Drive and assessed to Lawrence Schohn, Jr., Trustee, is in such a state of uncleanness as to constitute a menace to the public health and safety of the community.

There came on for consideration engineering contract fees for drainage projects, A. Garner Russell and Associates, and the Mayor recognized M. Scott Burge, President, to answer questions and provide additional information.

Alderman Lishen made motion seconded by Alderman Ponthieux to take the aforementioned agreements under advisement for further consideration at the next regular meeting, August 7, 2012.

After considerable discussion, Alderman Anderson offered substitute motion seconded by Alderman Carrubba and unanimously carried to take the agreements described as Royal Estates Area and Gandy Circle Drainage Improvement Projects – 2012 under advisement for revisions and further consideration at the next regular meeting, August 7, 2012; and to approve the Commission Road Drainage Improvements – 2012 Project, as follows:

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

THIS IS AN AGREEMENT, effective as of July 3, 2012 ("Effective Date") between
City of Long Beach ("Owner") and A. Garner Russell & Assoc. ("Engineer").

Engineer agrees to provide the services described below to Owner for the construction of drainage improvements along the north side of Commission Road and in the "Scardino" easement south of Commission Road, all more particularly described as the Commission Road Drainage Improvements - 2012. ("Project")

Description of Engineer's Services: Provide design services for the Project. It is expected that the City will perform the construction work in-house; therefore, Engineer will coordinate with Owner's Public Works department to provide construction documents adequate to perform the work.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law) from said forty-fifth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the

extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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9.01 Payment

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

1. Basic Services will be compensated in amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times the Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1. The Standard Hourly Rates will be adjusted annually (as of June 2013) to reflect equitable changes in the compensation payable to the ENGINEER.
3. Engineer shall prepare and submit invoices to the Owner in accordance with Engineer's standard accounting and invoicing practices.
4. The total compensation for the Basic Services detailed herein is estimated to be \$5,000. This is based on the assumed distribution of compensation indicated below. However, the amount shown for each subpart on the worksheet shall not be considered as a maximum fee for that individual subpart:

a. Construction Documents \$5,000

B. Engineer proposes the following estimated schedule for completion of the various phases of the work:

a. Construction Documents to City 30 days from date of execution of Contract

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Long Beach
By: William Skellie, Jr.
William Skellie, Jr.
Mayor

ENGINEER: A. Garner Russell & Associates, Inc.
By: M. Scott Burge
M. Scott Burge
President

Date Signed: _____

Date Signed: 7-2-12
License No. and State: 9550 / MS

Address for giving notices:

Address for giving notices:

P. O. Box 929
Long Beach, MS 39560

520 33rd St.
Gulfport, MS 39507

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This is Appendix 1, consisting of 1 page, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services, dated July 3, 2012.

Initial:
OWNER _____
ENGINEER _____

Standard Hourly Rates Schedule

<u>Position</u>	<u>Billing Rate</u>
Senior Engineer, Principal	\$135.00
Professional Engineer III.....	\$125.00
Professional Engineer II.....	\$115.00
Professional Engineer I.....	\$105.00
Senior Project Manager	\$105.00
Engineer Intern III	\$95.00
Engineer Intern II	\$80.00
Engineer Intern I	\$70.00
Professional Land Surveyor II.....	\$135.00
Professional Land Surveyor I.....	\$95.00
Survey Crew Chief	\$85.00
Senior Resident Project Representative	\$80.00
Engineering Technician III	\$75.00
Engineering Technician II	\$65.00
Engineering Technician I	\$50.00
CADD Technician III	\$80.00
CADD Technician II	\$65.00
CADD Technician I	\$50.00
Clerical.....	\$55.00
Surveys with RTK GPS Equipment.....	\$12.00

Alderman Ponthieux made motion seconded by Alderman Carrubba and unanimously carried to approve revisions to the rental policy, Recreation/Senior Citizens Facility (Community Center), effective immediately, as follows:

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City of Long Beach Community Center
Application for use
Director Robert Paul
228-669-7601
recdept@cityoflongbeachms.com

Date _____
Name of person making application _____
Address _____
City _____ Zip code _____
Telephone _____
Name of the Organization _____
Address _____
City _____ Zip code _____
Telephone _____
Reasons for wanting to use the Facility / Type of event _____

Name of person in charge _____ Telephone _____
Use Date(s) _____
Length of use _____ Hours/ Opening Time _____
Closing time _____
Estimated Number of Participants: _____ Adults _____ Children _____
Calendar Check _____ Director Approval _____
Date of Approval _____

Police Department Security: Security needs to be booked 30 days prior to the event (Commander Billy Seal, Long Beach Police Department 865-1989). Confirmation must be turned in to the Long Beach Activity and Senior Center 14 Days prior to the event; otherwise, the event is subject to cancelation.

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Rental Agreement

1. RENTAL: Renter agrees to pay the City of Long Beach an hourly rate or day rate of _____
2. BOOKING FEE: A deposit of \$150.00 is due when contract is signed. Booking fee is NON- REFUNDABLE within 45 days of the event.
3. DAMAGE DEPOSIT/ CLEAN UP DEPOSIT: A deposit of \$300.00 is due when contract is signed for clean up and damage. After inspection of the facility, the deposit may be returned provided there is no damage to the facility or its contents, and the facility is clean.
4. SECURITY GUARDS: Renters are required to provide uniformed Long Beach Police officers during the entire event. Additional Officers may be required depending on the size and nature of the event. It is the responsibility of the Renter to pay all costs to such security.
5. PROHIBITED ACTIVITIES: Any illegal activities are strictly prohibited in and about the center. The Center is a smoke free facility; this is strictly enforced.
6. USE OF THE CENTER: The following are general rules governing the use of the Center. Recognizing that it is impossible to foresee the needs of each and every kind of event, the City reserves the right to make additions or deletions to these general rules to prepare for the event.
 - A. Renters shall coordinate with the Director the time when the Center will be available to prepare for the event.
 - B. In decorating the Center walls, no tacks, nails, tape and like materials shall be used, including balloons, banners, or anything else hanging from the ceiling of the Center
 - C. All tables MUST have an appropriate cover when food and beverages are served.
 - D. All food must be prepared in advance, unless prior approval is given by the Director to use the kitchen to prepare food. In any event, Renter shall be responsible for cleaning the kitchen after the event.
 - E. NO glass bottles (soft drinks or beer) are allowed in the Center at any time
 - F. Under no circumstances shall tables, chairs or any other equipment be removed from the Center for any purpose.
 - G. Renter certifies he/she is at least twenty-one (21) years of age.
 - H. There will be a \$35.00 fee for any check that is returned NSF or for any other reason
 - I. Underage drinking is strictly prohibited at the center if not enforced by the renter the event will be shut down immediately the proper authorities will be contacted and you will forfeit you're clean up deposit

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7. CLEAN-UP / VACATING OF THE CENTER: The Center must be completely vacated immediately after the event unless prior arrangements have been made with the Director.

8 INSPECTIONS: The Director will conduct an inspection of the premises at the completion of the event; Renter will be notified in writing immediately should any damages be found upon inspection.

9. DAMAGES TO THE CENTER: Renter accepts full responsibility for any damages to center occurring during the event and shall be responsible for payment of all costs of such damages that are over and above the deposit made by Renter.

10. ASSUMPTION OF RISK AND INDEMNITY AGREEMENT: Renter, as part of the consideration for renting, leasing, or otherwise using the Center, agrees to assume full responsibility and liability for any and all risk if lost by theft, vandalism, destruction or otherwise, of any and all items of personal property belonging to the organization, group, or members thereof while in and out about said facility, regardless of whether or not said loss relates to or arises out of the use of said facility and in addition, said organization or group agrees to indemnify and hold the City of Long Beach, its agents, and its employees harmless from and against all claims for damages of every kind and character, and expenses for same, including attorney's fees.

11. CANCELLATION OF EVENT: In the event notice of cancellation is received less than one (1) month prior to the date of the scheduled event, the rental fee shall be forfeited. However, the deposit shall be returned to Renter.

12. RENTAL PAYMENTS: All rental payments and deposits shall be made by check or cash payable to the City of Long Beach.

WITNESS THE SIGNATURES OF THE UNDERSIGNED on this the _____ day of _____, 20_____.

The City of Long Beach
Director

RENTER

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CITY OF LONG BEACH
COMMUNITY CENTER
20257 Daughtery Road
Long Beach, Ms 39560
(228) 214-2271
(228) 669-7601

CLEANING PROCEDURES

The following steps must be taken as cleaning procedures. Check when completed:

- _____ 1. All floors must be free from trash, debris and food.
- _____ 2. All restrooms and stalls must be free of trash.
- _____ 3. All trash must be placed in dumpster or in trashcan.
- _____ 4. Kitchen floors must be free from trash and food and counter tops wiped Down.
- _____ 5. If utilized, dressing room must be cleaned.
- _____ 6. All table and chairs utilized must be wiped down and put away.

City Representative

Renter

Date inspected

Notes of items not cleaned:

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City of Long Beach Activity Center Rental Fees

Monday – Friday \$60.00 hr 3 hr. minimum

Saturday –Sunday \$650.00 12 hrs \$30.00 per hr after 12 hrs

Non profit organizations \$150.00 (weekend rates stay at normal prices \$650.00)

Long Beach Class Reunions \$250.00

City functions No cost

School functions No cost Donations are welcome

Booking Deposit: \$150.00 this will secure the hall for the date selected remaining balance should be paid within 45 days prior to the event, Booking deposit is non refundable with in 45 days of the event

Damage/ Clean up Deposit \$300.00 this will be returned to the renter after the building has been inspected and meets the requirements of the director

Security: Arrangements should be made through the Long Beach Police Department prior to the event a copy of the arrangement should be returned to the recreation director for conformation

Any Questions should be directed to Bob Paul Director Long Beach Parks @ Recreation
recdept@cityoflongbeachms.com
228-669-7601

After considerable discussion the following agenda items were taken under advisement for further consideration and review at the next regular meeting, August 7, 2012:

- Appointment to Harrison County Motor Vehicle for Hire Commission.
- Acoustics; City Hall Meeting Room.

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Alderman Anderson made motion seconded by Alderman Parker and unanimously carried to table the request for donation from the Gulf Coast Women's Center for Nonviolence, Inc.

There came on for consideration a letter from Jennifer A. Glenn, Secretary, Long Beach Concert Choir Association, as follows:

JUL-12-2012 THU 09:34 AM

FAX NO.

P. 02

Long Beach Concert Choir Association

July 12, 2012

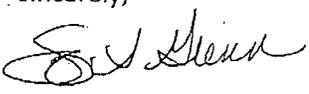
To the City of Long Beach:

The Long Beach High School Concert Choir is requesting the use of the Town Green on December 8th, 2012, for the annual Christmas on the Ave.

As you know, the Christmas on the Ave brings in vendors from not only South Mississippi but also from several other states. This year we are anticipating an even larger turnout of vendors due to inquiries we are already receiving.

The choir hopes to bring in several out of town guests that will not only spend money in our city but also see the beauty of our Long Beach community.

Thank you in advance for all of your assistance for potentially allowing the choir use of the venue. Additionally, we sincerely appreciate you being so accommodating any time the that the Long Beach High School Concert Choir comes to you with requests.

Sincerely,


Jennifer A. Glenn
Secretary, LBCCA

B3
we are asking for all your support for the Choir

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Upon discussion, Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried to approve the request, as set forth above, to promote the City of Long Beach and advertise the resources and opportunities available.

Alderman Ponthieux made motion seconded by Alderman Lishen and unanimously carried to approve the Harrison County 2012 Solid Waste Management Resolution, as follows:

RESOLUTION OF THE CITY OF LONG BEACH
ADOPTING 2012 SOLID WASTE MANAGEMENT PLAN OF
HARRISON COUNTY

WHEREAS, the original Harrison County Solid Waste Management Plan was approved by the Mississippi Commission on Environmental Quality on November 1, 1993 as reflected in Commission Order No. 2674-93;

WHEREAS, the Harrison County Utility Authority (the "Authority") is duly authorized and has followed the appropriate legal and technical procedures in preparing a comprehensive update of the Solid Waste Management Plan (the "Plan") pursuant to the Nonhazardous Solid Waste Planning Act of 1991 (M.C.A. §17-17-201 to §17-17-235);

WHEREAS, the Plan includes plans and provisions describing the manner in which Harrison County and the municipalities of Biloxi, D'Iberville, Gulfport, Long Beach and Pass Christian intend to manage solid wastes generated within the County for a 20-year period;

WHEREAS, the Authority established a thirty (30) day public review and comment period from May 8, 2012 to June 7, 2012 to receive comments regarding the comprehensive update to the Plan from the public;

WHEREAS, the Authority conducted a public hearing on June 7, 2012 on the proposed Solid Waste Management Plan;

WHEREAS, the City of LONG BEACH has determined the 2012 Solid Waste Management Plan should be adopted;

NOW, THEREFORE, BE IT RESOLVED that the City of LONG BEACH hereby concurs and adopts the Harrison County 2012 Solid Waste Management Plan subject to review by the Mississippi Department of Environmental Quality.

The motion to approve the foregoing resolution was made by ALDERMAN GARY PONTHEUX and seconded by ALDERMAN MARK LISHEN and the following vote was recorded:

RESOLVED, this the 17th day of July, 2012.

ATTEST:


BY: 

The question being put to a roll call vote by the Mayor, the result was as follows:
Alderman Bernie Parker voted Aye

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

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

Alderman Lishen made motion seconded by Alderman Parker and unanimously carried to approve the Continuation Agreement, Senior Service America, Inc./Senior Community Service Employment Program, as follows:

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**SSAI SCSEP Host Agency Agreement
Continuation July 1 – September 30, 2012**

To comply with the requirements of Senior Service America, Inc., (SSAI), a National Grantee of the Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, you entered into a Host Agency Agreement with:

Southern Mississippi Planning and Development District on the following
(Insert name of Sponsor Agency)

date: July 1, 2011
(insert date PY11 host agency agreement signed).

This Host Agency Agreement is scheduled to expire June 30, 2012. This continuation notice extends that Agreement in full until September 30, 2012. This can be amended by mutual agreement of both parties prior to September 30, 2012.

The Department of Labor has announced a Solicitation for Grant Applications (SGA) for SCSEP; this may affect the agreement with your local sponsor.

However, despite the outcome of the SGA, the participants at your agency can continue working with you, in a manner consistent with their Individual Employment Plan (IEP), at least through December 31, 2012.

When results of the SGA are made available in the summer, if any change of status is warranted you will be notified.

We apologize for any confusion caused by the funding determination by the Department of Labor. Please contact us if you have any questions.

This Agreement remains in effect through September 30, 2012.

This Amendment is being presented to: CITY OF LONG BEACH

Dated: July 1, 2012

The City Attorney reported that the Ronald Jefferson court date is set for July 23, 2012, at 9:00 a.m.

There were no public comments regarding general matters not appearing on the agenda.

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

APPROVED:

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

Alderman Gary J. Ponthieux, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Kaye H. Couvillon, Ward 3

Alderman Ronnie Hammons, Jr., Ward 4

Alderman Mark E. Lishen, Ward 5

Alderman Carolyn J. Anderson, Ward 6

Date

ATTEST:

Rebecca E. Schruff, City Clerk