

MUNICIPAL DOCKET
REGULAR MEETING OF AUGUST 2, 2016
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. ADOPT MINUTE BOOK 84
- V. BIDS
 - 1. Award-Sewer Rehab 2016
- VI. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
 - 1. Officer of the Quarter
 - 2. Civilian of the Quarter
- VII. AMENDMENTS TO THE MUNICIPAL DOCKET
- VIII. * PUBLIC COMMENTS-AGENDA ITEMS ONLY
- VIX. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. July 19, 2016-Regular
 - 2. PLANNING COMMISSION
 - a. July 28, 2016-Public Hearing/Regular
 - b. Schedule Public Hearing; Zone Map Change - Hwy 90/Tax Parcel #0512J-01-001.000 - Submitted by David M. Allen, Esq., on behalf of Golden Bay Investments, LTD
 - 3. PORT COMMISSION
 - a. July 21, 2016-Regular
- X. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 080216
- XI. UNFINISHED BUSINESS
 - 1. Legal Descriptions (Metes and Bounds) Zoning Ordinance
- XII. NEW BUSINESS
 - 1. Permit for Temporary Service of Camper; Tammy Segura
 - 2. Resignation from Planning Commission; Patricia Bennett
 - 3. Appointment to Planning Commission Ward 6; Alderman Young
 - 4. Permit for Temporary Service/Placement of Camper on Construction Site; Travis March for Jim Foulks
- XIII. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. HARBOR
 - a. Final Acceptance-Harbor Dredging Matthews Marine, Inc.
 - b. Contract-Southeast Bulkhead Short Protection
 - 3. PERSONNEL
 - a. Police Department-(2) Step Increases
 - b. Fire Department-(1) Resignation; (1) New Hire; (1) Promotion
 - c. Senior Citizens-(1) Step Increase
 - 4. CITY CLERK
 - a. Schedule Budget Work Session-August 9, 2016
 - b. Schedule Public Hearing FY 2016-2017 Budget-August 16, 2016
 - c. Sale of Cemetery Property-Joseph . & Wanda W. Corley
 - d. Transfer of Cemetery Property-Donald B. Suber
 - 5. DERELICT PROPERTIES-DISCUSSION/SCHEDULE PUBLIC HEARINGS
 - a. Resolution-Assess Costs/Penalties to Re-Clean 715 Gardendale Avenue Assessed to Kurt Hursell
- XIV. REPORT FROM CITY ATTORNEY
- V. * PUBLIC COMMENTS-MATTERS NOT APPEARING ON THE AGENDA
- VI. ADJOURN (OR) RECESS

* ALL PUBLIC COMMENTS ARE LIMITED TO A MAXIMUM OF TWO (2) MINUTES PER PERSON, NOT TO EXCEED A TOTAL OF TEN (10) MINUTES FOR ALL PUBLIC COMMENTS.

**Minutes of August 2, 2016
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 Meeting Room, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in August, 2016, 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, Alan Young, City Clerk Rebecca E. Schruoff, and Attorney T. Russell Nobile.

Alderman Kelly Griffin and City Attorney James C. Simpson, Jr., were absent the meeting.

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

Alderman Lishen made motion seconded by Alderman Young and unanimously carried to adopt Minute Book 84 as the next consecutive official minute book of the Mayor and Board of Aldermen, effective August 2, 2016.

The Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on June 21, 2016, she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Mississippi, Legal Notice, Advertisement for Bids, "Sewer Rehabilitation - 2016", as evidenced by the Publisher's Proof of Publication.

Alderman Lishen made motion seconded by Alderman Young and unanimously carried to spread said Proof of Publication upon the minutes of this meeting in words and figures, as follows:

Minutes of August 2, 2016 Mayor and Board of Aldermen

Proof of Publication

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Crista Brackett who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city of Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 3 times in the following numbers and on the following dates of such paper, viz:

- Vol. 132 No., 258 dated 17 day of June, 2016
- Vol. 132 No., 265 dated 24 day of June, 2016
- Vol. 132 No., 272 dated 1 day of July, 2016
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____
- Vol. _____ No., _____ dated _____ day of _____, 20____

Affiant further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

Crista Brackett
Clerk

Sworn to and subscribed before me this 1 day of

July, A.D., 2016
Latisha Price
Notary Public

*The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.



ADVERTISEMENT FOR BIDS
City of Long Beach, Mississippi
The City of Long Beach, Mississippi, will receive bids for: **SEWER REHABILITATION - 2016**
at the Office of City Clerk located at City Hall, 201 Jeff Davis Avenue, (P.O. Box 923) Long Beach, Mississippi 39080, during normal office hours at any time prior to the designated bid date, or at the City Council Meeting Room at City Hall at 10:00 A.M. on the designated date for the bid opening. Bids will be publicly opened and read aloud at 10:00 A.M., Tuesday, July 26, 2016.
Bids are invited for all materials, labor, tools, and services necessary to perform approximately 4,000 linear feet of sewer main rehabilitation via cured-in-place pipe installation, and various other repairs to existing sewer mains in six areas of the City of Long Beach. The work to be performed includes, but is not necessarily limited to, installation of a (CIPP) liner in the existing sewer mains and services, manhole rehabilitation, and other items, as depicted in the Contract Documents.
Contract Documents, including Drawings and Technical Specifications, are on file at the Office of City Clerk, at City Hall, Long Beach, Mississippi, and may be obtained at the office of A. Garner Russell & Associates, Inc., Consulting Engineers, 520 Third Street (at Hawes Avenue), Gulfport, Mississippi 39507, upon payment of \$100.00 non-refundable fee.
A certified check or bank draft payable to the order of City of Long Beach, Mississippi, negotiable U. S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the total bid for City of Long Beach, "SEWER REHABILITATION - 2016", shall be submitted with each bid.
For bids exceeding \$50,000 Bidder must indicate his Certificate of Responsibility Number on outside of sealed proposal as required by Mississippi Law. For bids not exceeding \$50,000, Bidder must either indicate his Certificate Number, or else write clearly "Bid does not exceed \$50,000."
The City of Long Beach, Mississippi, reserves the right to reject any or all bids or to waive any formalities in the bidding.
Bids may be held by the City of Long Beach, Mississippi, for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and qualifications of Bidders, prior to awarding of the Contract.
Done by order of the Mayor and Board of Aldermen, June 27, 2016.
City of Long Beach, Mississippi
By **REBECCA SCHRUFF**
Title **CITY CLERK**
Publish: June 24 and July 1, 2016
(677421)

The Clerk further reported that four (4) bids were properly filed, opened and read aloud by Project Engineer David Ball and City Clerk Rebecca E. Schruff, on Tuesday, July 26, 2016, at 10:00 a.m. in the City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, as follows:

Boh Brothers Construction
P.O. Drawer 53266
New Orleans, LA 70153
Certificate of Responsibility No.: 02428-MC
Bid Amount: \$206,626.00

**Minutes of August 2, 2016
Mayor and Board of Aldermen**

Gulf Coast Underground, LLC
3158 Old Shell Road
Mobile, AL 36607
Certificate of Responsibility No.: 14487-MC
Bid Amount: \$181,088.00

Insituform Technologies, LLC
580 Goddard Avenue
Chesterfield, MO 63005
Certificate of Responsibility No.: 19449-MC
Bid Amount: \$225,563.20

Suncoast Infrastructure, Inc.
P.O. Box 397
Picayune, MS 39073
Certificate of Responsibility No.: 12019-MC
Bid Amount: \$176,682.00

Said bids were taken under advisement for review and tabulation with a recommendation from Project Engineer David Ball, as follows:

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A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS

520 33RD STREET
GULFPORT, MS 39507

TEL (228) 863-0687
FAX (228) 863-5232

July 27, 2016

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

RE: Sewer Rehabilitation – 2016

Ladies and Gentlemen:

The City opened bids for the referenced project on July 26, 2016 at City Hall and we have attached a Certified Tabulation of the bids. We received four bids total, with the low bid offered by Suncoast Infrastructure, Inc., in the amount of \$176,682. The bid was about 20% higher than our estimated construction cost, which may be attributable to the "piece-meal", spread-out City-wide nature of the project scope. Suncoast has previously performed this type of work in the City and I can foresee no major problems with their performance in this instance. Based upon the attached partial list of project references and key personnel, I have no hesitation in recommending award of the referenced contract to Suncoast in the amount of their low bid.

Sincerely,

David Ball, P.E.

DB:2061
Enclosure

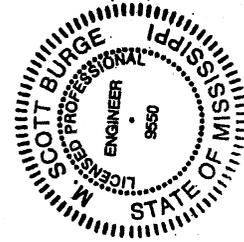
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**TABULATION OF BIDS
CITY OF LONG BEACH
SEWER REHABILITATION - 2016**

Bid Date: July 26, 2016

ITEM NO.	ITEM	PLAN QUANTITY	Sumcoast Infrastructure, Inc. 12019-MC		Gulf Coast Underground, LLC 14487-MC		Boh Brothers Construction Co., Inc. 02428-MC		Insituform Technologies, LLC 19449-MC	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
CONTRACTORS BIDDING:										
Certificate of Responsibility No.:										
Acknowledgement of Addendum No. 1										
Acknowledgement of Addendum No. 2										
Debarment/Non-Collusion Certification:										
Bid Bond:										
1-A	MOBILIZATION	1 L.S.	\$7,750.00	\$7,750.00	\$15,000.00	\$15,000.00	\$18,900.00	\$18,900.00	\$11,000.00	\$11,000.00
2-A	CURED-IN-PLACE PIPE - 8" SEWER MAIN	3,328 L.F.	\$24.50	\$81,536.00	\$30.00	\$99,840.00	\$27.00	\$89,856.00	\$34.40	\$114,483.20
2-B	CURED-IN-PLACE PIPE - 10" SEWER MAIN	714 L.F.	\$28.50	\$18,921.00	\$32.00	\$22,848.00	\$25.00	\$17,850.00	\$45.00	\$32,130.00
2-C	MISCELLANEOUS SITE WORK	1 L.S.	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00	\$5,500.00	\$5,500.00
2-D	CURED-IN-PLACE PIPE - SERVICE "TOP HAT" REPAIR	31 EA.	\$1,775.00	\$55,025.00	\$1,000.00	\$31,000.00	\$1,600.00	\$49,600.00	\$1,250.00	\$38,750.00
2-E	REMOTE REMOVAL OF PROTRUDING SERVICE	2 EA.	\$125.00	\$250.00	\$200.00	\$400.00	\$210.00	\$420.00	\$200.00	\$400.00
3-A	NON-STRUCTURAL MANHOLE REHABILITATION	20 V.L.F.	\$250.00	\$5,000.00	\$200.00	\$4,000.00	\$450.00	\$9,000.00	\$230.00	\$4,600.00
3-B	STRUCTURAL MANHOLE REHABILITATION	20 V.L.F.	\$325.00	\$6,500.00	\$200.00	\$4,000.00	\$450.00	\$9,000.00	\$385.00	\$7,700.00
4-A	MAINTENANCE OF TRAFFIC	1 L.S.	\$200.00	\$200.00	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00	\$11,000.00	\$11,000.00
TOTAL BID										\$225,563.20
TOTAL BID										\$176,682.00
TOTAL BID										\$181,088.00
TOTAL BID										\$206,626.00



M. Scott Burge
M. Scott Burge, P.E.
Cert. No. 9550
June 26, 2016

Minutes of August 2, 2016
Mayor and Board of Aldermen



P.O. Box 397
Florence, MS 39073

Phone: 601-420-9682
Fax: 601-420-9300

Suncoast Infrastructure, Inc.
P.O. Box 397
1858 Hwy 49 South
Florence, MS 39073

Incorporated in the State of Mississippi June, 1998

Principal Officers

Richard Rula – President
1858 Hwy 49 South, Florence, MS 39073

John Causey – Vice President
1858 Hwy 49 South, Florence, MS 39073

Mary Beth Harrison – Secretary
1858 Hwy 49 South, Florence, MS 39073

Darin Grantham – Treasurer
1858 Hwy 49 South, Florence, MS 39073

"Taking Utilities into the 21st Century"
www.suncoastinfrastructure.com

Minutes of August 2, 2016
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P.O. Box 397
Florence, MS 39073

601-420-9682
Fax: 601-420-9300

SUNCOAST INFRASTRUCTURE, INC.
KEY MANAGEMENT PERSONNEL

Richard Rula – President
39 years experience in General, Utility, and Trenchless Construction

John Causey – Vice President
31 years experience in General, Utility, and Trenchless Construction

Stephen Rula – Vice President - Operations
12 years experience in General, Utility, and Trenchless Construction

James Chaisson – Project Manager
10 years experience in General, Utility, and Trenchless Construction

John Sparks – Project Manager
12 years experience in General, Utility, and Trenchless Construction

Daniel Harris – Project Manager
4 years experience in General, Utility, and Trenchless Construction

Michael Gouveia – Superintendent
19 years experience in General, Utility, and Trenchless Construction

Steve Ricker Superintendent
29 years experience in General, Utility, and Trenchless Construction

Kenny Greer – Superintendent
10 years experience in General, Utility, and Trenchless Construction

Chris Johnston – Superintendent
12 years experience in General, Utility, and Trenchless Construction

Marc Byrd – Superintendent
9 years experience in General, Utility, and Trenchless Construction

"Taking Utilities into the 21st Century"
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Minutes of August 2, 2016 Mayor and Board of Aldermen

Project	Location	Owner	Engineer	Quantity	Units	Completed
Winfield Boy Scouts Sewer Rehab	Winfield, LA	Winfield (City of) LA	EES	4,247	LF	08 inch CIPP 2014
Pine Bluff CIPP Rehab 2013	Pine Bluff, AR	Pine Bluff WW Utility AR	GarNat Engineering, LLC	2,058	LF	06 inch CIPP 2013
				2,801	LF	08 inch CIPP
				3,187	LF	10 inch CIPP
Ridgeland Annual 2013 WO 3	Ridgeland, MS	Ridgeland (City of) MS	Ridgeland (City of) MS	1,671	LF	08 inch CIPP 2013
Weir Collection System Rehab 2013	Weir, MS	Weir (City of) MS	Crowder Engineering	6,983	LF	08 inch CIPP 2014
				1,209	LF	10 inch CIPP
Sanitary Sewer System Rehabilitation	East Brewton, AL	East Brewton (City of) AL	DMD Engineers	6,832	LF	10 inch CIPP
Sanitary Sewer System Rehabilitation	Grove Hill, AL	Grove Hill (City of) AL	DMD Engineers	1,110	LF	06 inch CIPP
				4,035	LF	08 inch CIPP
Jackson West St. Improvements	Jackson, MS	Jackson (City of) MS	Neel-Schaffer, Inc. - Jackson	719	LF	08 inch CIPP
ECUA Annual CIPP Work Order No. 3	Pensacola, FL	Emerald Coast Utilities Authority	Volkert, Inc.	13,510	LF	08 inch CIPP 2014
Sewer Interceptor Assessment and Reha	Richland, MS	Richland (City of) MS	Engineering Services, Inc.	369	LF	12 inch CIPP 2014
Ripley CIPP Sewer Improvements	Ripley, TN	Ripley (City of) TN	Askew Hargraves Harcourt	487	LF	08 inch CIPP 2014
Dresden Collection Lines Improvements	Dresden, TN	Dresden (City of) TN	Askew Hargraves Harcourt	300	LF	10 inch CIPP 2014
Water Valley Sewer Improvements	Water Valley, MS	Water Valley (City of)	Willis Engineering, Inc.	715	LF	12 inch CIPP 2014
Sanitary Sewer Repairs and All Related A	Moss Point, MS	Moss Point (City of) MS	Diversified Consultants, Inc.	1,355	LF	08 inch CIPP 2015
Hollandale Sewer System Rehabilitation	Hollandale, MS	Hollandale (City of)	Gardner Engineering	1,685	LF	08 inch CIPP 2014
Lockport SE Quad Gravity Sewer Rehab	Lockport, LA	Lockport (Town of) LA	Providence/GSE	13,352	LF	08 inch CIPP 2014
Capital Street WW	Jackson MS	Jackson (City of) MS	N/A	2,585	LF	08 inch CIPP 2013
				296	LF	10 inch CIPP
CIPP Sewer Rehab	Collierville, TN	Collierville (City of) TN	Town of Collierville	17,803	LF	08 inch CIPP 2013
First Street CIPP	Beaumont, MS	Beaumont (City of) MS	N/A	558	LF	08 inch CIPP 2013
Sanitary Sewer Improvements	Rolling Fork, MS	Rolling Fork (Town of) MS	Hooker Engineering	3,132	LF	08 inch CIPP 2013
Sanitary Sewer Collection System #3	Zachary, LA	Zachary (City of) LA	PEC Corporation	22,805	LF	08 inch CIPP 2014
Long Beach Sewer Rehab 2013	Long Beach, MS	Long Beach (City of) MS	g ^a	4,448	LF	08 inch CIPP 2014
				1,621	LF	10 inch CIPP
Area 2 North Biloxi Phase 2, 4, 5, & 6	Biloxi, MS	Biloxi (City of) MS	Multiple	792	LF	08 inch CIPP 2015
CIPP Rehab, Various Locations	Hattiesburg, MS	Lamar Park Water & Sewer Assn.	Robert Burge	893	LF	08 inch CIPP 2014
Tylertown Sewer Improvements	Tylertown, MS	Tylertown (Town of) MS	Dungen Engineering - Columbia	879	LF	08 inch CIPP 2014
Emergency Cleaning	Beaumont, MS	Beaumont (City of) MS	N/A	178	LF	08 inch CIPP 2014
Dyer Sewer Improvements 2014	Dyer, TN	Dyer (City of) TN	Askew Hargraves Harcourt	4,783	LF	10 inch CIPP 2015
Hwy 65 CIPP	Reed, AR	Reed (City of) AR	N/A	570	LF	08 inch CIPP 2014
Dellwood Sewer Improvements	Dallas Co., AL	Dallas County Commission	Goodwyn Mills Caswood (montgome	3,013	LF	08 inch CIPP 2014

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Project	Location	Owner	Engineer	Quantity	Units	Completed
DRA Utility Improvements	Crystal Springs, MS	Crystal Springs (City of) MS	WGK, Inc. - Clinton	151	LF	08 inch CIPP 2014
2013 CDBG Sanitary Sewer Improvement	D'Lo, MS	D'Lo (City of) MS	Engineering Service, Inc.	611	LF	06 inch CIPP 2015
				6,395	LF	08 inch CIPP
Milan Sewer System Improvements	Milan, TN	Milan (City of) TN	Tegrah Engineering	465	LF	06 inch CIPP 2015
				3,188	LF	08 inch CIPP
Humboldt Sewer Rehabilitation	Humboldt, TN	Humboldt (City of) TN	J.R. Wauford & Company	1,397	LF	08 inch CIPP 2014
				1,047	LF	10 inch CIPP
				222	LF	12 inch CIPP
2013 SRF Sewer Improvements	Laurel, MS	Laurel (City of) MS	Neel-Schaffer, Inc. - Laurel	1,412	LF	06 inch CIPP 2015
				8,919	LF	08 inch CIPP
				4,189	LF	10 inch CIPP
				1,049	LF	12 inch CIPP
7th Avenue Reconstruction	Laurel, MS	Laurel (City of) MS	Neel-Schaffer, Inc. - Laurel	3,486	LF	08 inch CIPP 2015
2014 SRF Sewer Improvements	Crystal Springs, MS	Crystal Springs (City of) MS	WGK, Inc. - Clinton	1,455	LF	06 inch CIPP 2015
				6,197	LF	08 inch CIPP
				471	LF	10 inch CIPP
Sewer Evaluation and Rehabilitation 201	Pascagoula, MS	Pascagoula (City of) MS	Compton Engineering, Inc. (Pascago)	762	LF	06 inch CIPP 2015
				5,302	LF	08 inch CIPP
				1,992	LF	10 inch CIPP
				2,274	LF	12 inch CIPP
2015-7 Cured-in-Place Sewer Reha	Gulf Shores, AL	Gulf Shores Utilities Board Office	N/A	3,046	LF	08 inch CIPP 2016
				292	LF	10 inch CIPP
				523	LF	12 inch CIPP
FAIRFIELD - LULIAN HWY SEWER CIPP	Pensacola, FL	Emerald Coast Utilities Authority	N/A	7,300	LF	08 inch CIPP 2016
Alabama Avenue CIPP	Montroeville, AL	Montroeville (City of) AL	Civil Southeast, LLC	830	LF	06 inch CIPP 2015
TOTALS:				1,979,645	LF	

total -- ALL YEARS

Based upon the recommendation of Mr. Ball, Alderman Lishen made motion seconded by Alderman Carrubba and unanimously carried to award the Sewer Rehabilitation – 2016 Contract to Suncoast Infrastructure, Inc., as lowest and best bid in the amount of \$176,662.00.

The following person was recognized as Officer of the Quarter, Long Beach Police Department: Officer Chelsyann Paystrup.

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*

Animal Control Officer Kerry Hall was recognized as Civilian of the Quarter, Long Beach Police Department.

There were no proclamations, announcements, amendments, or public comments to the agenda.

Alderman Young made motion seconded by Alderman Lishen and unanimously carried to approve the regular meeting minutes of the Mayor and Board of Aldermen dated July 19, 2016, as submitted.

Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried to approve the minutes of the Long Beach Planning Commission dated July 28, 2016, with exception to action taken approving the Zone Map Change – Hwy 90/Tax Parcel #0512J-01-001.000 – Submitted by David M. Allen, Esq., on behalf of Golden Bay Investments, LTD, and to schedule a public hearing, Tuesday, September 6, 2016, at 5:00 o'clock p.m., in the City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, 39560, to consider said Zone Map Change.

Alderman Lishen made motion seconded by Alderman Young and unanimously carried to approve the regular meeting minutes of the Long Beach Port Commission dated July 21, 2016, as submitted.

Alderman Hammons made motion seconded by Alderman Lishen and unanimously carried to approve payment of invoices as listed in Docket of Claims number 080216.

Legal Descriptions (Metes and Bounds), Zoning Ordinance, were remanded to the Long Beach Planning Commission for public hearing.

The request for temporary service to connect a camper submitted by Tammy Segura was removed from the agenda at her request.

Minutes of August 2, 2016
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Alderman Ponthieux made motion seconded by Alderman Young and unanimously carried to accept the resignation of Ms. Patricia Bennett from the Long Beach Planning Commission effective July 25, 2016, with regret.

*

*

Appointment to the Long Beach Planning Commission for Ward 6 was taken under advisement for further consideration at the next regular meeting, August 16, 2016.

There came on for consideration a letter from Jim Foulks, as follows:

CITY OF LONG BEACH, MISSISSIPPI
P.O. BOX 929
201 JEFF DAVIS AVENUE
LONG BEACH, MISSISSIPPI 39560
TELEPHONE: (228) 863-1556
FAX: (228) 865-0822
cityclerk@cityoflongbeachms.com

FOR OFFICE USE ONLY
DATE RECEIVED: 7/29/16
VERIFY DOCUMENTS:
 SUBMITTED NONE
TIME: 11:58 AM
BY: [Signature]
(signature)

REQUEST TO BE PLACED ON AGENDA FOR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
(PLEASE PRINT)

Name of Person Making Request: Jim Foulks / Travis March
Address: 819 Magnolia St. Telephone: 223 5136 Fax: _____
E-Mail Address: _____
Name of Person Addressing Mayor and Board of Aldermen: Travis March
(If different from above)
Address: 11529 Hidden Valley Rd P.O. 39571 Telephone: 228 223-5136 Fax: _____
Detailed Description of Specific Subject Matter to be Discussed (Description must be clear and concise - avoid vague terms and generalizations): Permitt to correct and place campe During construction of my house

(If additional space is needed, please use a separate page)

Date of Meeting: 8-2-16 No. of Participants: 2
(Regular meetings are held on the first and third Tuesday of Every Month at 5:00 p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue.)
Type of Presentation: Personally Address Power Point Photos/Video/Slides
(check one or more) Presentation/Handouts Audio Tape Other (Specify Below)
Other: _____

***** PLEASE READ CAREFULLY *****

- > Requests and ONE (1) LETTER SIZE, ONE-SIDED COPY of all accompanying documents MUST be filed with the City Clerk no later than 12:00 P.M. (NOON) the FRIDAY preceding Tuesday's meeting.
 - > Requests and accompanying documents received after the Friday, noon deadline WILL NOT be placed on the agenda or distributed to the Mayor and Board of Aldermen at this time.
 - > Forms received that are not clear and concise as to subject matter will not be placed on the agenda.
 - > Subject matter shall be limited to ten (10) minutes or as otherwise specified by the Mayor and Board of Aldermen during the course of the meeting.
 - > Items will be placed on the agenda in the order they are received under the appropriate heading.
 - > Upon the determination by the City Clerk that the agenda is full, additional items will be placed on the next regular meeting agenda, even if properly submitted prior to deadline.
 - > The Mayor and Board of Aldermen reserve the right to disallow and/or remove any item from the agenda.
 - > Agenda items are subject to change without prior notice.
- Accompanying Documents Attached? yes no

Date: 7-29-16

Signed: [Signature]
(Person Making Request)

ADOPTED:08.02.05

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Mayor and Board of Aldermen

I Jim Foulks
 am requesting permission
 to park my camper on
 my lot at 819 Magnolia
 only during the construction
 of my house.
 The permit has been pulled
 and construction will start
 8-1-16.
 After the house is built the
 camper will immediately be
 removed to be stored at
 my nephew's house.

Jim Foulks 573-996-2995
 Travis (Nephew) 228-223-5136
 TM Construction 223-5136

Based upon the determination that construction permits have been issued for the
aforementioned property, Alderman Carrubba made motion seconded by Alderman
Parker and unanimously carried to approve the request as set forth above for a period
not to exceed 90 days.

The Mayor updated the Board of Aldermen regarding the fuel tanks at the Harbor.

There came on for consideration a letter with attachments from Project
Engineer David Ball, as follows:

Minutes of August 2, 2016
Mayor and Board of Aldermen



A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS

520 33RD STREET
GULFPORT, MS 39507

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

July 27, 2016

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

**RE: Hurricane Isaac Repairs – Small Craft Harbor Dredging
Final Acceptance – Matthews Marine, Inc.**

Gentlemen:

This is to advise and certify that the above referenced contract has been satisfactorily completed in substantial conformance with the contract requirements. I therefore now recommend final settlement with the contractor, in accordance with the following enclosed documents:

1. Change Order Number 2 (Summary), adjusting the contract quantities to conform to the completed work, for a net contract amount increase of \$54,828.00. The final amount of the contract is \$163,908.00.
2. Application for Payment Number 4 (Final), in the amount of \$2,924.16, bringing the total of all payments to the amount of \$163,908.00, to be submitted to the City for inclusion on the next docket of claims.
3. Consent of Surety to Final Payment.
4. Contractor's Affidavit of Payment of Debts and Claims.
5. Updated Certificate of Liability Insurance.

Sincerely,

David Ball, P.E.

DB/st: 1982
Enclosures

O:\1982\20160601 Re Final Acceptance Matthews Marine.docx

Minutes of August 2, 2016 Mayor and Board of Aldermen

Change Order
No. 2 (Summary)

Date of Issuance:	<u>6/28/2016</u>	Effective Date:	<u>7/5/2016</u>
Project:	Owner: <u>City of Long Beach</u>	Owner's Contract No.:	
Contract:	<u>Hurricane Isaac Repairs - Dredging</u>	Date of Contract:	<u>12/19/2013</u>
Contractor:	<u>Matthews Marine, Inc.</u>	Engineer's Project No.:	<u>1982</u>

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

1. Adjust all contract quantities to final measured amounts.

A pay item for pre-dredge survey & soil testing was created via Change Order No. 1. This change order deducts payment for that 2. pay item and compensates Contractor for all work accomplished via the original contract price, as bid.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$109,080.00</u>	Original Contract Times: <input type="checkbox"/> Working Days <u>90</u> Calendar days Substantial completion (days or date): <u>5/11/2014</u> Ready for final payment (days or date): _____
(Decrease) In Contract Price from previous Change Orders No. <u>\$0.00</u>	Change In Contract Time from previous Change Orders No. Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price prior to this Change Order: <u>\$109,080.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
(Increase) In Contract Price due to this Change Order: <u>\$54,828.00</u>	(Increase) In Contract Time due to this Change Order: Substantial completion (days or date): <u>669</u> Ready for final payment (days or date): _____
Revised Contract Price Incorporating this Change Order: <u>\$163,908.00</u>	Contract Times Incorporating this Change Order: Substantial completion (days or date): <u>3/10/2016</u> Ready for final payment (days or date): _____

RECOMMENDED:
(ENGINEER)

By: _____

Date: 7.5.2016

ACCEPTED:
(CONTRACTOR)

By: _____

Date: June 30, 2016

ACCEPTED:
(OWNER)

Date: _____

EJDCG No. C-941 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the
Associated General Contractors of America and the Construction Specifications Institute.

Minutes of August 2, 2016
 Mayor and Board of Aldermen

ATTACHMENT TO CHANGE ORDER NUMBER 2 (Summary) PROJECT NO. 1962

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS CO.	EXTENSION THIS CO.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
FEMA PROJECT WORKSHEET NO. 186R022								
1	DREDGE AND DISPOSE OF SEDIMENT	0 C.Y.	\$516.00	\$0.00	4533	\$2,163,908.00	4,533	\$2,163,908.00
CO-1	RESURFACE SURVEY & SOIL TESTING	1 LS	\$5,817.60	\$5,817.60	(1)	(\$5,817.60)	0	\$0.00
CO-2	DREDGE AND DISPOSE OF SEDIMENT (MODIFIED PRICE)	3,090 C.Y.	\$54.08	\$168,007.20	(3,090)	(\$168,007.20)	0	\$0.00
	Total FEMA Project Worksheet No. 186R022			\$168,007.20		\$54,928.00		\$168,007.20
	TOTAL			\$168,007.20		\$54,928.00		\$168,007.20

ECDC No. C-841 (2008 Edition)
 Prepared by the Engineer Joint Contract Documents Committee and endorsed by the
 Associated General Contractors of America and the Construction Specifications Institute.

Minutes of August 2, 2016 Mayor and Board of Aldermen

APPLICATION FOR PAYMENT NO. 4 (Final)

TO: City of Long Beach (OWNER)
 Contract for: Hurricane Isaac Repairs Small Craft Harbor Dredging Dated: 12/19/2013

OWNER'S Project No.: _____ ENGINEER'S Project No.: 1982
 For work accomplished through the date of: 3/10/2016

CURRENT CONTRACT AMOUNT: \$163,908.00

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$163,908.00
STORED MATERIALS					\$0.00
TOTAL	\$163,908.00				\$163,908.00
(Orig. Contract)	\$109,080.00				
CO #1	\$0.00				
CO #2	\$54,828.00				

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 163,908.00
_____	LESS 0% RETAINAGE	\$ 0.00
_____	AMOUNT DUE TO DATE	\$ 163,908.00
_____	LESS PREVIOUS PAYMENTS	\$ 160,983.84
_____	AMOUNT DUE THIS APPLICATION	\$ 2,924.16

CONTRACTOR'S Certification:
 The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 thru 4 (Final) Inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Matthews Marine, Inc.
P.O. Box 178
Pass Christian, MS 39571

 CONTRACTOR

Dated: July 26, 2016

By: Thomas B. Matthews
Thomas B. Matthews, Sec.-Treasurer

ENGINEER'S Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

A. GARNER RUSSELL & ASSOCIATES, INC.
 ENGINEER

By: _____

Minutes of August 2, 2016
Mayor and Board of Aldermen

ATTACHMENT TO PAY ESTIMATE NO. 4 (Final) PROJECT NO. 2982

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
FEMA PROJECT WORKSHEET NO. 186R022										
1	DREDGE AND DISPOSE OF SEDIMENT	4.553	C.Y.	\$36.00	0	\$0.00	4.553	\$163,908.00	4.553	\$163,908.00
CD-1	PREPARE SURVEY & SOIL TESTING	0	L.S.	\$5,817.50	1	\$5,817.50	-1	-\$5,817.50	0	\$0.00
CD-2	DREDGE AND DISPOSE OF SEDIMENT (MODIFIED PRICE)	0	C.Y.	\$34.08	4.553	\$155,186.24	-4.553	-\$155,186.24	0	\$0.00
Total FEMA Project Worksheet No. 186R022				\$163,908.00		\$160,988.84		\$2,919.16		\$163,908.00
				TOTAL WORK COMPLETED		\$160,988.84		\$2,919.16		\$163,908.00

FEMA PROJECT WORKSHEET NO. 186R022
 VALUE OF COMPLETED WORK \$163,908.00
 STORED MATERIAL INVENTORY \$0.00
 SUBTOTAL \$163,908.00
 LESS ON RETAINAGE \$163,908.00
 AMOUNT DUE TO DATE \$0.00
 DISBURSEMENTS \$4,988.84
 AMOUNT DUE THIS ESTIMATE \$2,919.16

Minutes of August 2, 2016
Mayor and Board of Aldermen



Consent Of Surety to Final Payment

Bond # 106015569

PROJECT: <i>(Name and address)</i> City of Long Beach Hurricane Isaac Repairs Small Craft Harbor Dredging	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Long Beach P O Box 929 Long Beach, MS 39560	CONTRACT FOR: Construction	ARCHITECT: <input type="checkbox"/>
	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183-6014

, SURETY,

on bond of
(Insert name and address of Contractor)
Matthews Marine, Inc.
P. O. Box 178
Pass Christian, MS 39571

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)
City of Long Beach
P O Box 929
Long Beach, MS 39560

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: May 31st, 2016
(Insert in writing the month followed by the numeric date and year.)

Travelers Casualty and Surety Company of America

(Surety)

Dewey Brashier
(Signature of authorized representative)

Dewey Brashier, Attorney-in-Fact
(Printed name and title)

Attest:
(Seal) Sharon Landry

Minutes of August 2, 2016 Mayor and Board of Aldermen

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229316

Certificate No. 006567153

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John B. Sneed, L. Wayne Tisdale, Scott Naugle of Gulfport, Mississippi; Jim E. Brashier, Troy P. Wagener, Norma J. McMahon, Loren Richard Howell, Jr., Andrew Rice, Kathleen Scarborough, Dewey Brashier, Belinda Tubbs, Susan Skrmetta of Biloxi, Mississippi, David Robin Fortenberry, Richard Teb Jones, Mary Jones Norval, Kimberly Barhum of Hattiesburg, Mississippi; John W. Nance of Tupelo, Mississippi; Andrew P. Underwood of Mobile, Alabama; Chris H. Boone, John R. Pittman, Sr., Sharon Tutcn, and Cody Chew

of the City of Jackson, State of Mississippi, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of November 2015

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



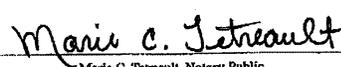
State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 2nd day of November 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.




Marie C. Tetreault, Notary Public

50440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Minutes of August 2, 2016 Mayor and Board of Aldermen

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS AND WAIVER OF LIENS

=====

TO: (Owner)		ENGINEER'S PROJECT NO. <u>1982</u>
<u>City of Long Beach</u>		CONTRACT FOR: <u>Entire Project</u>
<u>P.O. Box 929</u>		CONTRACT DATE: <u>12/19/2013</u>
<u>Long Beach, MS 39560</u>		

PROJECT: Hurricane Isaac Repairs Small Craft Harbor Dredging

=====

State of: Mississippi
County of: Harrison

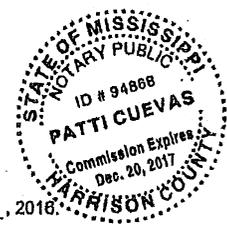
The undersigned, pursuant to Article 14 of the General Conditions, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might be held responsible.

EXCEPTIONS: (If none, write "None". If required by Owner, the Contractor shall furnish bond satisfactory to Owner for each exception.)

None

CONTRACTOR: Matthews Marine, Inc.
(Address) P.O. Box 178
Pass Christian, MS 38571

BY: *Ann Barker Matthews*
Ann Barker Matthews, Vice President



Subscribed and sworn to before me this 31 day of May, 2016.

Notary Public: *Patti Cuevas*
My Commission Expires: *December 20, 2017*

=====

ONE PAGE

Minutes of August 2, 2016 Mayor and Board of Aldermen

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 06/31/2018					
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>									
PRODUCER Integro Insurance Brokers 1 State Street, 9 th Floor New York, NY 10004			CONTACT NAME: Robert Steams PHONE (A/C. NO. EXT): 212-295-5585 FAX: 212-295-8211 E-MAIL ADDRESS:						
INSURED Matthews Brothers, Inc, Matthews Marine, Inc. True North Marine, LLC P.O Box 178 Pass Christian, MS 39571			INSURER(S) AFFORDING COVERAGE		NAIC #				
			INSURER A: Great American Insurance Company		16691				
			INSURER B: Travelers Insurance Co.		26674				
			INSURER C: Navigators Insurance Co, & XL Catlin		42307				
			INSURER D: Liberty Mutual Insurance Company		19544				
			INSURER E:						
			INSURER F:						
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:					
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>									
INBR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	Y	Y	OMH 1094363	2/20/2016	2/10/2017	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (As required)	\$100,000	
	CLAIMS MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000	
	<input checked="" type="checkbox"/> Marine Liability						PERSONAL & ADV INJURY	\$1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER							GENERAL AGGREGATE	\$2,000,000	
POLICY <input type="checkbox"/> PRO-JEOT <input type="checkbox"/> LOC <input type="checkbox"/>							PRODUCTS - COM/POP AGG	\$1,000,000	
B	AUTOMOBILE LIABILITY	Y		BA-7G98179A-16-SEL	2/15/2016	2/15/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)		
	ALL OWNED AUTOS						SCHEDULED AUTOS		
	HIRED AUTOS						NON-OWNED AUTOS		
							BODILY INJURY (Per accident)		
							PROPERTY DAMAGE (Per accident)		
C	UMBRELLA LIAB		Y	NY16LIA95599401	2/20/2016	2/20/2017	EACH OCCURRENCE	\$9,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$9,000,000	
	DED						RETENTION \$		
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY INCLUDING UGLL	N/A		WC535S334711025	8/21/2015	8/21/2016	<input checked="" type="checkbox"/> WORKERS COMPENSATION LIMITS	OTHER	
	ANY PROFESSIONAL SERVICE OR CONSULTING COVERAGES REQUIRED BY STATE (Mandatory in NH)						<input checked="" type="checkbox"/>	E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - FA EMPLOYEE	\$1,000,000
								E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Hull & Machinery & P&I Incl Collision & Towers Liability	Y		OMH 1094364	2/20/2016	2/20/2017	To Stated Insured Values / \$1,000,000 A.O.A		
	Pollution Liability	Y		OMH 3500634	2/20/2016	2/20/2017	\$5,000,000 OPA / \$5,000,000 CERCLA		
	Leased / Rented Equipment			OMH 1094364	2/20/2016	2/20/2017	\$250,000 anyone item / \$750,000 occ.		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Re: City of Long Beach, Hurricane Isaac Repairs @ Smallcraft Harbor Dredging Hull Limits \$800,000 "MB106" and \$130,000 "Blanche Marie"									
CERTIFICATE HOLDER				CANCELLATION					
City of Long Beach P.O. Box 929 Long Beach, MS 39560				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 					

Minutes of August 2, 2016
Mayor and Board of Aldermen

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
5/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Integro Insurance Brokers 1 State Street, 9th Floor New York, NY 10004	CONTACT NAME: Robert Stearns PHONE (A/C. NO. EXT): 212-295-5585 FAX: 212-295-8211 E-MAIL ADDRESS:																					
INSURED Matthews Brothers, Inc, Matthews Marine, Inc. True North Marine, LLC P.O Box 178 Pass Christian, MS 39571	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Great American Insurance Company</td> <td></td> <td>16801</td> </tr> <tr> <td>INSURER B: Travelers Insurance Co.</td> <td></td> <td>25874</td> </tr> <tr> <td>INSURER C: Navigators Insurance Co, & XL Callin</td> <td></td> <td>42307</td> </tr> <tr> <td>INSURER D: Liberty Mutual Insurance Company</td> <td></td> <td>19544</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Great American Insurance Company		16801	INSURER B: Travelers Insurance Co.		25874	INSURER C: Navigators Insurance Co, & XL Callin		42307	INSURER D: Liberty Mutual Insurance Company		19544	INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADBL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	OMH 1094363	2/20/2016	2/10/2017	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED	\$100,000
	CLAIMS MADE <input type="checkbox"/> OCCUR						PREMIUM (Per occurrence)	
	<input checked="" type="checkbox"/> Marine Liability						MED EXP (Any one person)	\$5,000
GEN'L AGGREGATE LIMIT APPLIES PER							PERSONAL & ADV INJURY	\$1,000,000
POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COM/PROP AGG	\$1,000,000
B	AUTOMOBILE LIABILITY			BA-7G98179A-16-SEL	2/15/2016	2/15/2017	COMBINED SINGLE LIMIT (Per accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS		SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	HIRED AUTOS		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	
C	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/>	Y	Y	NY16LIA95599401	2/20/2016	2/20/2017	EACH OCCURRENCE	\$9,000,000
DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							AGGREGATE	\$9,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY INCLUDING UNEMP	N/A		WC635S334711025	8/21/2015	8/21/2016	<input checked="" type="checkbox"/> NO STATUTORY LIMITS	OTHER
ANY PROPRIETARY INFORMATION OR CONFIDENTIAL INFORMATION IS HEREBY DECLARED TO BE CONFIDENTIAL (Mandatory in NH)							EL EACH ACCIDENT	\$1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below							EL DISEASE - EA EMPLOYEE	\$1,000,000
A	Hull & Machinery & P&I Incl Collision & Towers Liability	Y		OMH 1094364	2/20/2016	2/20/2017	To Stated Insured Values / \$1,000,000 A.O.A	
	Pollution Liability	Y		OMH 3600634	2/20/2016	2/20/2017	\$5,000,000 OPA / \$5,000,000 CERCLA	
	Leased / Rented Equipment			OMH 1094364	2/20/2016	2/20/2017	\$250,000 anyone item / \$750,000 occ.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: City of Long Beach, Hurricane Isaac Repairs @ Smallcraft Harbor Dredging

Hull Limits \$800,000 "MB106" and \$130,000 "Blanche Marie"

CERTIFICATE HOLDER A.Gamer Russel & Associates, Inc. 520-33rd Street Gulfport, MS 39507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

ACORD 25 (2010/05)

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Based upon the recommendation of Mr. Ball, Alderman Hammons made motion seconded by Alderman Young and unanimously carried to approve Final Acceptance, Harbor Dredging Contract, Matthews Marine, Inc., all as set forth above.

There came on for consideration a letter with attachments from Project Engineer David Ball, as follows:

**Minutes of August 2, 2016
Mayor and Board of Aldermen**



A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS

520 33RD STREET
GULFPORT, MS 39507

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

July 28, 2016

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

RE: Southeast Bulkhead Shore Protection – Long Beach Smallcraft Harbor

Ladies and Gentlemen:

Please find the attached proposed contract for basic services for the referenced project which is intended to construct a concrete bulkhead wall along approximately 450 feet of the southern and eastern shore of the Long Beach Harbor. The construction cost of the project is currently estimated at approximately \$2,000,000, and the fee for engineering services is based thereon. The intention is to utilize multiple years of Tidelands Trust Fund grants to pay for the project, both for construction and engineering. Although there are not currently sufficient Tidelands monies to fully fund the project, there are sufficient funds to complete the services proposed under this proposed contract, with the construction phase to begin up the City's direction when adequate funds are available. The Port Commission reviewed this proposal at their July 21, 2016 meeting and approved it. We request your approval of this proposed contract and are ready to proceed upon your notice.

Sincerely,

David Ball, P.E.

DB:2077
Enclosure

**Minutes of August 2, 2016
Mayor and Board of Aldermen**

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

THIS IS AN AGREEMENT, effective as of July 21, 2016 ("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 a concrete bulkhead wall for protection of the shoreline at the SE corner of the Long Beach Harbor, along with other improvements necessary to maintain access and use of Harbor facilities in the area, such as pedestrian sidewalks, modifications to the Stringer Pier, asphalt repairs, and other miscellaneous site improvements, all more particularly described as the Southeast Bulkhead Shore Protection. ("Project")

Description of Engineer's Services: Provide design services for the Project, including the creation of Bid Documents, coordination with the City during the Bid process, acquisition of any needed permits, and other miscellaneous professional services, including construction phase services. Construction inspection services will be negotiated separately when the project is fully funded. Geotechnical investigations and reports will be an additional service.

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

1 of 5

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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Minutes of August 2, 2016 Mayor and Board of Aldermen

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:
 - 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

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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 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 or later editions per Engineer's choice).
- 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

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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Minutes of August 2, 2016 Mayor and Board of Aldermen

- A. This Agreement (consisting of pages 1 to 5 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.

9.01 Payment

- A. Based on the current expected construction cost of approximately \$2,000,000.00, and using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

- 1. Basic Services.

- a. Basic Services will be compensated on a lump sum amount of \$114,000, based on the following assumed distribution of compensation:

Preliminary Design Phase	35%
Final Design Phase	35%
Permitting	10%
Bidding and Negotiating Phase	5%
<u>Construction Phase</u>	<u>15%</u>
Total	100%

- 2. Construction Inspection and Post Construction Services.

- a. Because the City does not currently have the funds available to construct the project, it is expected that a contract for Resident Project Representative Services and Post Construction Services will be negotiated between Owner & Engineer upon City's approval to proceed with the Construction phase.

- 3. Geotechnical Subconsultant.

- a. Geotechnical investigations and recommendations are hereby designated as an "Additional Service". Geotechnical engineer will be a subconsultant to Engineer and fees for Geotechnical investigations will be in addition to the fee for Basic Services above.
- b. Geotechnical investigation services are currently estimated at \$10,000. This fee is subject to change based upon subconsultant's proposal.

- 4. Topographical Surveys.

- a. For preparation of topographical survey data by ENGINEER's personnel, 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 for all such services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
- b. Total fees for topographical survey services are estimated at \$3,000. This total fee will not be exceeded without prior written authorization.

- B. Engineer proposes the following schedule for submittal of the work to the Owner, based upon the date of Owner's Notice to Proceed to Engineer:

Preliminary Design Phase	+ 4 months from Notice to Proceed.
Final Design Phase	+ 8 months from Notice to Proceed.
Permitting	+20 months from Notice to Proceed.
Bidding & Construction Phases	To be determined upon direction of the City.

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Mayor and Board of Aldermen

- C. The Engineer's compensation for Basic Services is conditioned on the time to complete construction not exceeding 36 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.
- D. Hourly Rates for services billed on the basis of time.
 - 1. The Engineer's Standard Hourly Rates are attached as Appendix 1.
 - 2. Overtime pay (i.e., hours spent in excess of 40 hours per calendar week), if any, for non-exempt employees shall be paid at an amount equal to the cumulative overtime hours charged times 1.5 multiplied by the standard hourly rates for each applicable billing class for all services performed during overtime hours.
 - 3. The Standard Hourly Rates may be adjusted annually (as of July 2017) to reflect equitable changes in the compensation payable to the ENGINEER.
- E. Engineer shall prepare and submit invoices to the Owner in accordance with Engineer's standard accounting and invoicing practices.

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

ENGINEER: A. Garner Russell & Associates, Inc.

By: _____
William Skellie, Jr.
Mayor

By: M. Scott Burge
M. Scott Burge
President

Date Signed: _____

Date Signed: 7/7/16
License No. and State: 9550/MS

Address for giving notice:
P.O. Box 929
Long Beach, MS 39560

Address for giving notice:
520 33rd St.
Gulfport, MS 39507

**Minutes of August 2, 2016
Mayor and Board of Aldermen**

Appendix 1

**A. GARNER RUSSELL & ASSOCIATES, INC.
STANDARD HOURLY RATES SCHEDULE**

<u>Position</u>	<u>Billing Rate</u>
Principal	\$160.00
Professional Engineer V	\$150.00
Professional Engineer IV	\$140.00
Professional Engineer III	\$130.00
Professional Engineer II	\$120.00
Professional Engineer I	\$110.00
Engineer Intern III	\$105.00
Engineer Intern II	\$95.00
Engineer Intern I	\$85.00
Professional Land Surveyor II	\$150.00
Professional Land Surveyor I	\$105.00
Senior Project Manager	\$115.00
Sr. Survey Crew Chief	\$85.00
Sr. Resident Project Representative	\$85.00
Engineering Technician III	\$80.00
Engineering Technician II	\$70.00
Engineering Technician I	\$60.00
CADD Technician III	\$90.00
CADD Technician II	\$80.00
CADD Technician I	\$70.00
Project Technician	\$65.00
Administrative/Clerical	\$60.00
Surveys with RTK GPS Equipment	\$15.00

After considerable discussion and based upon the recommendation of Mr. Ball, Alderman Ponthieux made motion seconded by Alderman Hammons and unanimously carried to approve the Southeast Bulkhead Shore Protection, A. Garner Russell and Associates Contract, all as set forth above.

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

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POLICE DEPARTMENT:

- Step Increase, Admin. Detective Brain Beeman, PSA-10- XI, effective August 16, 2016;
- Step Increase, Police Officer 1st Class Joshua Bundy, PS-9-I, effective August 16, 2016;

FIRE DEPARTMENT:

- Resignation, Driver/Operator Jared Bolton, effective July 31, 2016;
- Hire, Firefighter Recruit Michael Paul, FS-5, effective August 16, 2016;
- Promotion, Driver/Operator Grady Holder, Jr., FS-10-III, effective August 16, 2016.

SENIOR CITIZENS:

- Step Increase, Mary Cabrini Cadrecha, CSA-4-III, effective September 16, 2016.

Alderman Carrubba made motion seconded by Alderman Lishen and unanimously carried to schedule a Work Session, Tuesday, August 9, 2016, at 5:00 o'clock p.m., City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to consider and review the Proposed Budget, Fiscal Year 2016-2017.

Alderman Parker made motion seconded by Alderman Young and unanimously carried to schedule a public hearing, Tuesday August 16, 2016, 5:00 o'clock p.m., City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, on the Fiscal Year 2016-2017 Budget.

There came on for consideration a letter with attachments from Timothy K. Corley, as follows:

Minutes of August 2, 2016
Mayor and Board of Aldermen

TIMOTHY K. CORLEY, P.C.

2815 DARBY DRIVE
FLORENCE, AL 35630

P. O. Box 1168
FLORENCE, AL 35631-1168

TELEPHONE: (256) 760-0048
FACSIMILE: (256) 760-0083

July 26, 2016

Office of the Clerk
City Hall of Long Beach
ATTN: Rebecca E. Schruoff
P. O. Box 929
Long Beach, MS 39560

Re: Joseph C. and Wanda W. Corley

Dear Ms. Schruoff:

I am the Personal Representative of the Estate of Joseph C. Corley, deceased, and attorney-in-fact for Wanda W. Corley. A copy of the Letters Testamentary appointing me as Personal Representative and the Power of Attorney appointed me as attorney-in-fact are attached.

My parents own cemetery lots in the Long Beach Cemetery. A copy of their deed and the receipt for their purchase is enclosed.

We would like to sell these lots back to the City.

Please let me know what additional paperwork you need from me.

Sincerely,



Timothy K. Corley

cc: Wanda W. Corley

**Minutes of August 2, 2016
Mayor and Board of Aldermen**

Jul. 27. 2016 9:09AM Timothy K Corley P.C.

No. 2404 P. 3

**THE STATE OF ALABAMA, LAUDERDALE COUNTY
PROBATE COURT**

IN THE MATTER OF THE ESTATE OF:

JOSEPH C. CORLEY,
Deceased.

Case No.: 21000

LETTERS TESTAMENTARY

The Last Will and Testament of Joseph C. Corley, deceased, having been duly admitted to record in said County, Letters Testamentary are hereby granted to Timothy K. Corley, Personal Representative named in said Will, who has complied with the requirements of the law, and is authorized to take upon himself the execution of said Will. The said Personal Representative, acting prudently for the benefit of interested persons, shall have all the powers authorized for Personal Representatives under the Code of Alabama and under the Will of the decedent.

Witness my hand, dated this 5th day of April, 2016.

Will Motlow
JUDGE OF PROBATE

STATE OF ALABAMA
LAUDERDALE COUNTY

I, Will Motlow, Judge of Probate in and for said County and State, hereby certify that the within and foregoing is a true, correct, and complete copy of the Letters Testamentary issued to Timothy K. Corley, as Personal Representative of the Will of Joseph C. Corley, deceased, as the same appears of record in my office, and are still in full force and effect.

Given under my hand and seal of office, this the 5th day April, 2016.

Will Motlow
JUDGE OF PROBATE

Minutes of August 2, 2016
Mayor and Board of Aldermen

Jul. 27. 2016 9:09AM Timothy K Corley P. C.

No. 2404 P. 4

DEED **No. 694**

IN CONSIDERATION of \$ 800.00 to us paid, the receipt of which is acknowledged, the undersigned grantor, a municipal corporation hereby sells and conveys unto Joseph C. and Wanda W. Corley - 127 Clower Avenue - Long Beach, MS - 39560 - (228) 963-6238 Lot SW 1/4 of Block 219 of the extension of Long Beach Cemetery, as per plat thereof.

Witness the signature of the undersigned grantor, by the Mayor, with Corporate seal affixed on this 25th day of January, 2001.
CITY OF LONG BEACH, MISSISSIPPI
By Robert E. Bass, Jr. Mayor.

Attest: Robert E. Schuff Clerk.

AFFIDAVIT

State of Mississippi }
Harrison County }

Before me, the undersigned authority, this day personally appeared the within named ROBERT E. BASS, JR., mayor of the City of Long Beach, Miss., a municipal corporation, who in my presence acknowledged that he signed and delivered the above and foregoing instrument, for and on behalf of said City on the day and date therein written.

Witness my signature and official seal on this the 25th day of January, 2001.
Robert E. Schuff, Notary Public

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 28, 2003
BONDED THRU STEGALL NOTARY SERVICE
DEMENT-MERIDIAN 55-421

127 Clower Ave LB, MS, 39560
(228) 963-6238

OFFICIAL RECEIPT
CITY OF LONG BEACH, MISS.

No. 03147, 2001

Received of Joseph C. and Wanda W. Corley
Eight Hundred Dollars (\$800.00)

For SW 1/4 Lot 219
P.O. Box 101
LB, MS 39560

By Robert E. Schuff

cut 750p

Upon discussion, Alderman Parker made motion seconded by Alderman Carrubba and unanimously carried to approve the purchase of cemetery property in the amount of \$800.00, all as set forth above.

There came on for consideration documents submitted by Donald B. Suber and Gerald Keith Suber, as follows:

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Mayor and Board of Aldermen

INDEXING INSTRUCTIONS: NORTH 1/2 LOT 136 NORTHWEST 1/4 OF
LOT 137, LONG BEACH CEMETARY

STATE OF MISSISSIPPI
COUNTY OF HARRISON

QUIT CLAIM DEED

FOR AND IN CONSIDERATION of the sum of ten and no/100 (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy and sufficiency of all of which is hereby irrevocably acknowledged and confessed.

DONALD B. SUBER

226 Tidewater Road

Hattiesburg, MS. 39402

(601)-268-6697

do hereby grant, convey and quitclaim unto

GERALD KEITH SUBER

116 Grande View Lane

Maylene, AL. 35114

(256) 227-7141

all of the Grantors interests in North 1/2 of lot 136 and the Northwest 1/4 of lot 137 Long Beach Cemetery, Harrison County, Mississippi.

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Mayor and Board of Aldermen

WITNESS THE SIGNATURE of the Grantor on this 25th day of JULY 2016.

Donald B. Suber

DONALD B. SUBER

STATE OF MISSISSIPPI

COUNTY OF LAMAR

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, on this 25th day of July 2016, within my jurisdiction, the within named DONALD B. SUBER, who acknowledged that he executed the above and foregoing instrument.

Lisa Bennett Salcedo

NOTARY PUBLIC

My Commission Expires :



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Mayor and Board of Aldermen

STATE OF MISSISSIPPI
MISSISSIPPI STATE DEPARTMENT OF HEALTH
VITAL RECORDS

11984342

CERTIFICATE OF DEATH

DATE: FEB 04 2016 STATE FILE NUMBER: 123-2016-05095

DECEASED: **Paula Sue Halpern** Female DOB: 12/15/1937 DEATH DATE: 01-29-2016

PLACE OF DEATH: **Woodland Village Nursing Center, Diamondhead**

DEATH CERTIFICATE NUMBER: **427-68-1703**

DECEASED'S RESIDENCE: **Mississippi, Hancock**

DECEASED'S OCCUPATION: **Secretary Administration**

DECEASED'S MARRIAGE: **James Caldwell Ricketts** (deceased), **Donetta** (unknown)

DECEASED'S SIGNATURE: *Paula Sue Halpern*

DEATH CERTIFICATE SIGNATURE: *Judy Moulder*

CAUSE OF DEATH: **cardiovascular failure**
end stage renal disease

DEATH CERTIFICATE NUMBER: **427-68-1703**

2/8/2016
Judy Moulder
STATE REGISTRAR

WARNING: A REPRODUCTION OF THIS DOCUMENT RENDERS IT VOID AND INVALID. DO NOT ACCEPT UNLESS EMBOSSED SEAL OF THE MISSISSIPPI STATE BOARD OF HEALTH IS PRESENT. IT IS ILLEGAL TO ALTER OR COUNTERFEIT THIS DOCUMENT.

VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW

Upon discussion, Alderman Young made motion seconded by Alderman Parker and unanimously carried to approve the transfer of cemetery property, all as set forth above.

Minutes of August 2, 2016
Mayor and Board of Aldermen

The Mayor and Board of Aldermen took up the matter of assessing the costs of cleaning property located at 715 Gardendale Avenue, Long Beach, Mississippi. After a discussion of the subject, Alderman Parker offered and moved the adoption of the following Resolution and Order:

RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF
ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI
ASSESSING THE COSTS OF RE-CLEANING CERTAIN PROPERTY
LOCATED AT 715 GARDENDALE AVENUE, LONG BEACH,
MISSISSIPPI, PREVIOUSLY ADJUDICATED AND CLEANED BY
THE CITY TO BE A MENACE TO THE PUBLIC HEALTH AND
SAFETY OF THE COMMUNITY, AND ORDERING SAME TO BE
ENROLLED AS A LIEN AGAINST THE PROPERTY, AND THE
PROPERTY TO BE SOLD FOR COLLECTION OF SAME BY THE
COLLECTOR OF MUNICIPAL TAXES AND THE NEXT SALE
CONDUCTED BY SUCH TAX COLLECTOR FOR SUCH PURPOSES,
AND RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen having made due investigation therefore do now find, determine, declare and order as follows:

1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 715 Gardendale Avenue, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of September 1, 2015, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be held November 2, 2015, and directed notice of said hearing be served on the owner of said property in the manner as provided by said MCA Section 21-19-11;

2. That such hearing was conducted on September 1, 2015, having previously served the owner of said property, either by registered mail as is evidenced by the return receipt included in the materials produced at said hearing, or by personal service by police officer as evidenced by the return of service of such police officer, or by posting and publication of same, such service being in accordance with said MCA

**Minutes of August 2, 2016
Mayor and Board of Aldermen**

Section 21-19-11, and proof of same being spread upon the minutes of the Governing Authorities taken of such hearing;

3. That the Mayor and Board of Aldermen having considered testimony evidence adduced at hearing regarding the condition of the subject property and the observations of individual Aldermen concerning the condition of the subject property in its condition on the date of hearing, and being fully advised in the premises, did find and adjudicate on the hearing date that the property was in such a state of uncleanliness as to be a menace to the public health and safety of the community;

4. That having adjudicated such property to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, notice of such adjudication was provided to the owner of same in accordance with the Resolution and as required by law, proof of which is attached hereto as Exhibit A, without action by the owner to resolve and remedy the condition of said property in the time allowed in accordance with Miss. Code Annotated Section 21-19-11, the City thereupon proceeded to cause same to be cleaned as allowed by law.

5. That subsequently, at its meeting on July 5, 2016,, the municipal building and code enforcement officials did again present facts and information sufficient to determine and find that the property was again in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that, as allowed under statute, a cleaning of the property was again necessary if the property was not adequately cleaned by the owner thereof;

6. That notice of such intent to again enter upon the property and clean same as required to bring the property into a satisfactory state or condition was provided to the owner of same through posting of same as required by law without action by the landowner;

7. That subsequently the city caused the property to be re-cleaned, and it is now the intention of the City of Long Beach, in accordance with Miss. Code Annotated Section 21-19-11 to assess the costs of such cleanup against the property, to impose a lien against the said property as allowed by law, to cause such assessment to be a lien against the property and enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

8. That further, the City desires that tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

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Mayor and Board of Aldermen**

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

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 1110 Iris Street, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 06110-03-035.000, and according to said tax records is owned by Kurt Hursell, having heretofore been adjudicated to be a menace to the public health and safety of the community in accordance with Miss. Code Annotated Section 21-19-11, and the owner of same failing to have same cleaned as required within the time allowed by law; and same being thereupon re-cleaned by the City, the City does hereby assess the costs of such cleanup against the property, does hereby impose same as a lien against the property as allowed by law, and does hereby order and direct such lien against the property to be enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

2. That further, the City hereby orders and directs the tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

3. The lien assessed and imposed hereby is in the total amount of \$1,788.24, \$288.24 being the cost of such clean up in accordance with the attached Exhibit A, together with a penalty of \$1,500.00, not more than either One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost of clean up as indicated on the attached Exhibit B, whichever is greater, as allowed by law, all to be assessed against the said parcel of land, for a total .

Alderman Young seconded the motion to adopt the foregoing resolution and order, and the question being put to a roll call vote by the Mayor, the result was as follows:

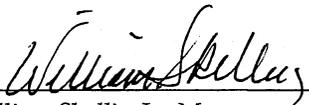
Alderman Bernie Parker	voted	Aye
Alderman Gary J. Ponthieux	voted	Aye
Alderman Kelly Griffin	voted	Absent, Not Voting
Alderman Alan Young	voted	Aye
Alderman Leonard G. Carrubba, Sr.	voted	Aye
Alderman Mark E. Lishen	voted	Aye
Alderman Ronnie Hammons, Jr.	voted	Aye

Minutes of August 2, 2016
Mayor and Board of Aldermen

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 2nd day of August, 2016.



APPROVED:


William Skellie, Jr., Mayor

ATTEST:


Rebecca E. Schruiff, City Clerk

Minutes of August 2, 2016
Mayor and Board of Aldermen



Memo

To: MAYOR SKELLIE & BOARD OF ALDERMEN
From: JOE CULPEPPER, ASSISTANT PROJECT MANAGER
CC: REBECCA SCHRUFF, CITY CLERK
Date: 7/19/2016
Re: PROPERTY RE-CLEANING – 715 GARDENDALE AVENUE

Attached is the cost summary for re-cleaning an abandoned lot located at 715 Gardendale Ave., Long Beach, MS, as directed by the Mayor and Board of Aldermen by letter dated July 15, 2016. Additionally, the work order outlining equipment, employees, time and materials used to perform this task is attached.

Minutes of August 2, 2016
 Mayor and Board of Aldermen

PROPERTY CLEAN-UP				
JOB SITE: 715 GARDENDALE AVE.				
SERVICE PERFORMED: BUSHHOGGED, TRIMMED, AND CLEANED				
DATE OF SERVICE: JULY 19, 2016				
MATERIALS:				
QTY.		ITEM	PRICE	TOTAL
0	FT	N/A	\$0.00	\$0.00
TOTAL MATERIAL COST				\$0.00
EQUIPMENT:				
QTY.		ITEM	PRICE	TOTAL
3	HRS	PICK-UP	\$10.00	\$30.00
3	HRS	BUSH HOG	\$15.00	\$45.00
3	HRS	STRING TRIMMER	\$5.00	\$15.00
TOTAL EQUIPMENT COST				\$90.00
LABOR:				
LABOR				TOTAL
				\$184.51
TOTAL LABOR COST				\$184.51
FUEL:				
TOTAL MATERIAL COST				TOTAL
				\$0.00
TOTAL EQUIPMENT COST				\$90.00
TOTAL LABOR COST				\$184.51
TOTAL				\$274.51
5% FUEL COST				\$13.73
PLEASE REMIT MATERIAL AND EQUIPMENT COST TO:				\$90.00
City of Long Beach				
P.O. Box 929				
Long Beach, MS 39560				
PLEASE REMIT LABOR & FUEL COST TO:				\$198.24
Utility Partners, LLC				
P.O. Box 591				
Long Beach, MS 39560				
TOTAL PROJECT COST				\$288.24

There was no report from the City Attorney.

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

Minutes of August 2, 2016 Mayor and Board of Aldermen

PUBLIC COMMENTS PERTAINING TO MATTERS NOT APPEARING ON THE AGENDA

NOTE: All comments shall be directed to the Chairman (Mayor) at the end of the meeting.
 Comments of a personal nature regarding individual members of the Governing Authority (Mayor and Board of Aldermen), City Staff and/or Personnel, other Citizens, disruptive comments or improper actions will not be permitted.
 Public Comments will be limited to a total of ten (10) minutes and limited to a maximum of two (2) minutes per person.
 Except as otherwise directed by the Chairman (Mayor), Public Comments will not be permitted before or after the allotted time. Disruption of the regular business meeting will be cause for removal from the public meeting.

PLEASE PRINT: NAME / ADDRESS / TELEPHONE		SUBJECT MATTER
1	<i>Paige Spahn</i>	<i>asking for executive session to discuss Kelly Grubbin's terms in 2 entities</i>
2		
3		
4		
5		
6		
7		
8		
9		
10		

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

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

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

Minutes of August 2, 2016
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 Kelly Griffin, Ward 3

Alderman Ronnie Hammons, Jr., Ward 4

Alderman Mark E. Lishen, Ward 5

Alderman Alan Young, Ward 6

Date

ATTEST:

Rebecca E. Schruff, City Clerk