

**Minutes of October 20, 2020
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF OCTOBER 20, 2020
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. PUBLIC HEARINGS**
 - 1. 709 Gardendale Ave; assessed to Ashley Perez, et al
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VII. APPROVE MINUTES:**
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. October 6, 2020 Regular
 - 2. PLANNING & DEVELOPMENT COMMISSION
 - a. October 8, 2020 Regular
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. 102020
- IX. UNFINISHED BUSINESS**
- X. NEW BUSINESS**
 - 1. Special Event App – Homecoming Parade; Long Beach High School
 - 2. Special Event App – Jingle Bells 5K; Coast Cares Foundation
 - 3. Special Event App – Mississippi Gulf Coast Marathon
 - 4. FY 21 Tidelands Award – Harbor Improvements & Pavilion
 - 5. Special Request – Dennis Laubmeier
 - 6. Project Activation – Pineville Road Sidewalks Phase III
 - 7. Project Activation – 28th St & Klondyke Rd Intersection Improvements
 - 8. COVID 19 MS Emergency Relief Program Agreement
 - 9. Revised Contract – MDOT; Senior Citizens Bus Program
 - 10. Discussion – Parking for Business Development; Alderman Frazer
 - 11. Library Board Appointment
 - 12. Wreaths Across America Day; VFW
- XI. DEPARTMENTAL BUSINESS**
 - 1. MAYOR'S OFFICE
 - 2. PERSONNEL
 - a. Police Dept: New Hire (2); Resignation (1); FTO Pay (1); Step Increase (10); Education Pay (1)
 - 3. CITY CLERK
 - a. Revenue/Expense Report September 2020
 - 4. FIRE DEPARTMENT
 - 5. POLICE DEPARTMENT
 - 6. ENGINEERING
 - a. Contract – Gibson Maintenance; Harbor Pavement & Sidewalk Repairs
 - b. Emergency Plan for Electrical Removal & Replacement @ Harbor
 - 7. PUBLIC WORKS
 - a. Award Annual Bids (6)
 - 8. RECREATION
 - 9. BUILDING OFFICE
 - 10. HARBOR
 - 11. DERELICT PROPERTIES
 - a. Update on 205 Lawler Ave.; assessed to Alvin & Wife Ashe
 - b. Update on 19132 Pineville Rd.; assessed to Cynthia Saucier
- XII. REPORT FROM CITY ATTORNEY**
- XIII. ADJOURN (OR) RECESS**

Be it remembered that a public hearing before the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held, at 5:00 o'clock p.m., Tuesday, the 20th day of October, 2020, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed by order of the Mayor and Board of Aldermen for holding said public hearing.

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There were present and in attendance on said board and at the meeting the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Ronald Robertson, Bernie Parker, Angie Johnson, Timothy McCaffrey, Jr., Mark E. Lishen, Patricia Bennett, Deputy City Clerk Kini Gonsoulin, and City Attorney Stephen B. Simpson, Esq.

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

A public hearing was called to order to determine whether or not a parcel of property situated in the City of Long Beach, located at 709 Gardendale Avenue and assessed to Ashley Perez, et al, Map Parcel #0611O-03.033.000, is in such a state of uncleanliness as to constitute a menace to the public health and safety of the community.

The Mayor recognized the Deputy City Clerk for her report, whereupon Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to make said report a part of the record of this public hearing, as follows:

- The Clerk reported that, the Mayor and Board of Aldermen at a regular meeting duly held on September 17, 2020, she did cause to be sent, via certified mail, electronic receipt requested, Notice of Hearing, to Ashley Perez, 709 Gardendale Avenue, Long Beach, MS, as the same appears of record on the Harrison County 2020 Official Real Property Tax Rolls. The notice was delivered on September 19, 2020.

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City of Long Beach

BOARD OF ALDERMEN

Donald Frazer - At-Large
Ronald Robertson - Ward 1
Bernie Parker - Ward 2
Kelly Griffin - Ward 3
Timothy McCaffrey, Jr. - Ward 4
Mark E. Lishen - Ward 5
Patricia Bennett - Ward 6



GEORGE L. BASS
MAYOR

CITY CLERK
TAX COLLECTOR
Stacey Dahl

CITY ATTORNEY
James C. Simpson, Jr.

September 18, 2020

MAILED

Date: 9/18/20

91 7199 9991 7037 6360 4415

Ashley Perez, Et al.
709 Gardendale Avenue
Long Beach, MS 39560

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of The City of Long Beach, Mississippi, will, in accordance with motion duly made, seconded and adopted at its regular meeting September 17, 2020, hold a public hearing at 5:00 p.m., **Tuesday, October 20, 2020**, at the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not a parcel of land owned by and/or assessed to Ashley Perez, Et al., and situated in the City of Long Beach, Mississippi, at 709 Gardendale Avenue, is in such a state of uncleanliness as to be a menace to the public health and safety of the community, all in accordance with Section 21-19-11 of the Mississippi Code of 1972, as amended. Said property is more particularly described, as follows:

Address: 709 Gardendale Avenue
Parcel Number: 06110-03-033.000
Legal Description: W 140 FT OF LOT 10 BLK 3 GARDENDALE ADD SEC 13-8-12

If at such hearing, the governing authority shall, in its resolution, adjudicate such parcel of land in its then condition to be a menace to the public health and safety of the community, the governing authority shall, if the owner does not do so himself, proceed to clean the land, by the use of municipal employees or by contract, by cutting weeds; filling cisterns; removing rubbish, dilapidated fences, outside toilets, dilapidated buildings and other debris; filling swimming pools; and draining cesspools and standing water therefrom. Thereafter, the governing authority shall, at its next regular meeting, by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty of One Thousand Five Hundred Dollars (\$1,500.00) or fifty (50%) of such actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, or, at the option of the governing authority, an assessment against the property. The cost assessed against the property means the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done. The action herein authorized shall not be undertaken against any one (1) parcel of land more than six (6) times in any one (1) calendar year, and the

201 Jeff Davis • P.O. Box 929 • Long Beach, MS 39560 • (228) 863-1556 • FAX (228) 865-0822
www.cityoflongbeachms.com

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expense of cleaning of said property shall not exceed an aggregate amount of Twenty Thousand Dollars (\$20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is less. If it is determined by the governing authority that it is necessary to clean the property or land more than once within a calendar year, then the municipality may clean it provided notice to the property owner is given by United States mail to the last known address at least ten (10) days before cleaning the property. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. In the event the governing authority declares, by resolution, that the cost and any penalty shall be collected as a civil debt, the governing authority may authorize the institution of a suit on open account against the owner of the property in court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. In the event that the governing authority does not declare that the cost and any penalty shall be collected as a civil debt, then the assessment above provided for shall be a lien against the property and may be enrolled in the office of the circuit clerk of the county as other judgments are enrolled, and the tax collector of the municipality shall, upon order of the board of governing authorities, proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes as provided by *Section 21-19-11 Mississippi Code, Annotated.*

All decisions rendered under the provisions of this section may be appealed in the same manner as other appeals from municipal boards or courts are taken.

Done by order of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, this the 17th day of September, 2020.



Kini Consoulin
Deputy City Clerk

Minutes of October 20, 2020 Mayor and Board of Aldermen

10/16/2020

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Tracking Number: 9171999991703763604415

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Your item was delivered to an individual at the address at 12:19 pm on September 19, 2020 in LONG BEACH, MS 39560.

 **Delivered**

September 19, 2020 at 12:19 pm
Delivered, Left with Individual
LONG BEACH, MS 39560

[Feedback](#)

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Text & Email Updates

[v](#)

Tracking History

[^](#)

September 19, 2020, 12:19 pm
Delivered, Left with Individual
LONG BEACH, MS 39560

Your item was delivered to an individual at the address at 12:19 pm on September 19, 2020 in LONG BEACH, MS 39560.

September 19, 2020, 5:53 am
Departed USPS Regional Facility
GULFPORT MS DISTRIBUTION CENTER

<https://tools.usps.com/go/TrackConfirmAction?tRef=fullpage&tl.c=3&text28777=&tlLabels=9171999991703763604415%2C%2C&tABt=false>

1/2

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10/16/2020

USPS.com® - USPS Tracking® Results

September 18, 2020, 9:07 pm
Arrived at USPS Regional Facility
GULFPORT MS DISTRIBUTION CENTER

Product Information ▼

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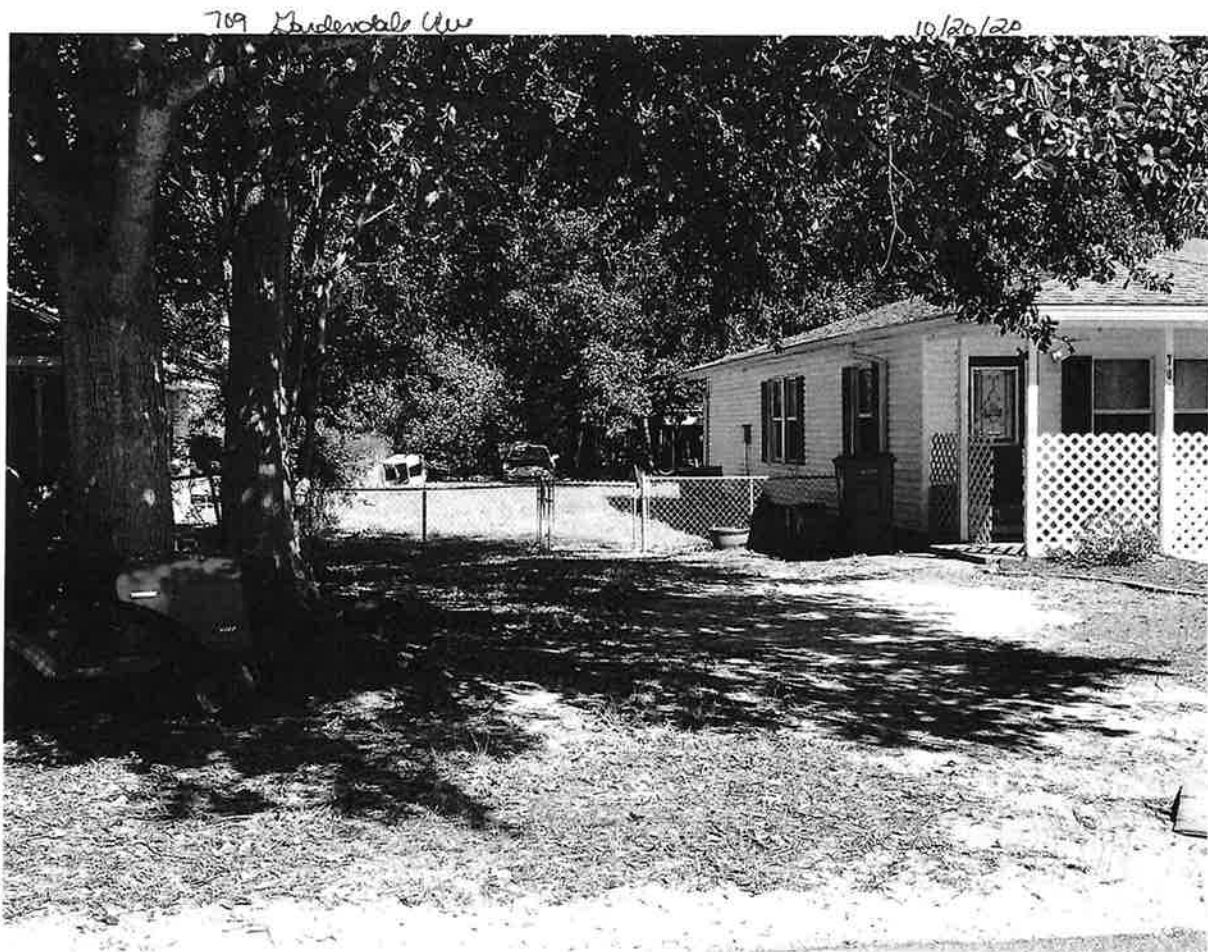
<https://tools.usps.com/go/TrackConfirmAction?tRef=fullpage&tlc=3&text28777=&ILabels=9171999991703763604415%2C%2C&TABt=false>

2/2

- The Clerk further reported that the Notice of Hearing was posted on the subject property, 709 Gardendale Ave., Long Beach, Mississippi, on September 18, 2020, by Zoning Enforcement Officer Dale Stogner; the bulletin boards at City Hall, the Water Department, and the Building Office, 201 Jeff Davis Avenue, Long Beach, Mississippi; and the Long Beach Public Library, 209 Jeff Davis Avenue, Long Beach, Mississippi.
- The Clerk submitted photographs of 709 Gardendale Ave., Long Beach, Mississippi taken by Zoning Enforcement Officer Dale Stogner on October 20,

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2020, depicting subject property in its present condition; said photographs are as follows:



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AFFIDAVIT

STATE OF MISSISSIPPI
 COUNTY OF HARRISON
 CITY OF LONG BEACH

BEFORE ME, the under signed legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared DALE STOGNER, known to me to be the Zoning Enforcement Officer of the City of Long Beach, Mississippi, who being by me first duly sworn, deposes and says on oath as follows, to-wit:

1. That he is serving in the capacity of Zoning Enforcement Officer of the City of Long Beach, Mississippi;

2. That in such capacity, he is responsible for the posting of notices of public hearings for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; he is responsible for the taking of photographs of those certain properties to determine the state of the properties in their then condition on the date of such public hearings; and other matters pertaining to such public hearings and the business of the zoning/code enforcement in and for the City of Long Beach;

3. That on September 18, 2020, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 709 Gardendale Ave. (Tax Map Parcel 06110-03-033.000). Long Beach, Mississippi, assessed to Ashley Perez, et al., and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on October 20, 2020, the Zoning Enforcement Officer, Dale Stogner, did take and cause to be processed photographs depicting said property in its then condition, to be submitted as exhibits at the public hearing scheduled for October 20, 2020.

This the 20th day of October, 2020.


 KINI GONSOULIN, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 20th day of October, 2020.

-My Commission Expires-


 NOTARY PUBLIC



AFFIDAVIT-PHOTOS;POST NOTICE

The Mayor recognized Ms. Ashley Perez of 709 Gardendale Ave., who explained that she had cleaned the property but was unable to remove the car due to bankruptcy issues.

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After discussion, Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to close the public hearing and take the following action:

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to declare the property compliant.

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 third Tuesday in October, 2020, 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 George L. Bass, Aldermen Donald Frazer, Ronald Robertson, Bernie Parker, Angie Johnson, Timothy McCaffrey, Jr., Mark E. Lishen, Patricia Bennett, Deputy City Clerk Kini Gonsoulin, and City Attorney Stephen B. Simpson, Esq.

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

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to strike item #10 Discussion – Parking for Business Development under New Business from the agenda.

Alderman McCaffrey made motion seconded by Alderman Lishen and unanimously carried to approve the Regular minutes of the Mayor and Board of Aldermen dated October 6, 2020, as submitted.

Alderman McCaffrey made motion seconded by Alderman Lishen and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated October 8, 2020, as submitted.

Alderman Lishen made motion seconded by Alderman Robertson and unanimously carried to approve payment of invoices listed on Docket of claims number 102020.

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Alderman Lishen made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Special Event Application submitted by the Long Beach High School Student Council for the LBHS Homecoming parade:

October 22, 2020
Thursday
5:00pm - 6:00pm
Homecoming Parade
Jeff Davis Ave

CITY OF LONG BEACH
SPECIAL EVENT APPLICATION

City Clerk's Office * 201 Jeff Davis Avenue * P.O. Box 929 * Long Beach, MS 39560

Date Received By Clerk's Office: 9/25/20 Time: 3:30pm By: CS

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

Sponsoring Organization's Legal Name: Long Beach High School (Student Council)

Organization Address: 300 E. Old Pass. Rd. Long Beach, MS 39560

Organization Agent: Bayleigh Babin Title: Teacher

Phone: 778-330-1610 Home 11/A Cell: 778-330-1610 During Event

Agent's Address: 401 Saint Augustine Ave. Long Beach, MS 39560

Agent's E-Mail Address: Bayleigh.Babin@LBHS.LBMS.com

Event Name: LBHS Homecoming parade

Please give a brief description of the proposed special event:

A homecoming parade from LBHS through downtown Long Beach and back to LBHS (parade route attached)

Event Day (s) & Date (s): Oct. 22, 2020 Event Time (s): 5:00 - 6:00 pm

Set-Up Date & Time: 10/22/2020 4:00 Tear-Down Date & Time: 10/22/2020 6:00pm

Event Location: Parade Route attached

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

How many years has this event occurred? unswic, decades

ADOPTED: 08.18.20-BOARD ACTION

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MAP: (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

STREET CLOSURES: Start Date/Time: 10/22/2020 5 PM Through Date/Time: 10/22/2020 6 PM

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

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

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

If yes, are liquor license and liquor liability insurance attached? YES NO
If yes, what time? _____ Until _____

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

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

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

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

If yes, you are requested to obtain a permit through the Building/Permit Department.

RESTROOMS: Are you planning to provide portable restrooms at the event? YES NO

If yes, how many?

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

ADOPTED: 08.18.20-BOARD ACTION

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

Police Assistance and Barricades for
Street closures

INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$1,000,000 (1 million). An event sponsor must provide a valid certificate of insurance naming the City of Long Beach as an additional insured party on the policy. A sponsor of a Low Hazard event may request the Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

Attached

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

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

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

The approval of this Special Event may include additional requirements or limitations, based on the City's review of this application.

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

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

Date  Signature of Sponsoring Organization's Agent

**RETURN THIS APPLICATION at least ninety (90) days before the first day of the event to:
City of Long Beach * Mayor's Office * 201 Jeff Davis Ave. * P. O. Box 929 * Long Beach, MS
39560**

ADOPTED: 08.18.20-BOARD ACTION

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Event Title: LBHS Homecoming Parade 10/22/20 5:50 - 6:50

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

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

Police Dept: W Recommended Approval: YES NO Est. Economic Impact: \$ 0

Fire Dept: CP Recommended Approval: YES NO Est. Economic Impact: \$ 0

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

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

Parks/Rec: RF Recommended Approval: YES NO Est. Economic Impact: \$ 0

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

ADOPTED: 08.18.20-BOARD ACTION

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/24/2020

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 have ADDITIONAL INSURED provisions or 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 BXS Insurance 2909 13th Street, 4th Floor Gulfport MS 39501	CONTACT NAME: Cindy Teague PHONE (A/C, No, Ext): 228-863-5362 FAX (A/C, No): 228-863-1957 E-MAIL ADDRESS: cindy.teague@bxsi.com
INSURED Long Beach School District 19148 Commission Road Long Beach MS 39560	INSURER(S) AFFORDING COVERAGE NAIC # License# PC-1092395 INSURER A: Argonaut Great Central Insurance Company 19860 LONGBEA-08 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 502420890 **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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PE463652302	7/1/2020	7/1/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$N/A PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Long Beach School Homecoming Parade, Thursday, 10/22/2020.

CERTIFICATE HOLDER City of Long Beach P. O. Box 929 Long Beach MS 39560	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
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Google Maps

Long Beach, Mississippi 39560 to The Farmers Market at Long Beach Drive 1.0 mile, 5 min
at Long Beach, 310 Jeff Davis Ave, Long Beach, MS 39560

The parade will begin at the LBHS Stadium parking lot and head south on N. Cleveland Ave. It will then turn west on Railroad. From there we will travel south on Jeff Davis Avenue and turn east onto E. 4th Street and end at the Harper McCaughn Town Green.



 via N Cleveland Ave, E Railroad St and Jeff Davis Ave 5 min
 4 min without traffic 1.0 mile

Explore The Farmers Market at Long Beach

- 
Restaurants
- 
Hotels
- 
Gas stations
- 
Parking Lots
- 
More

Alderman Johnson recused herself from the meeting at this time.

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Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Special Event Application submitted by Coast Cares Foundation for the Fred Walker Memorial Jingle Bells 5K and waive all applicable fees:



P.O. Box 1352
Long Beach, MS 39560

September 30, 2020

The Honorable George Bass
Mayor of the City of Long Beach

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

Dear Mayor Bass and Aldermen:

I am respectfully submitting the completed Special Event Application and Application for Permit for the annual Fred Walker Memorial Jingle Bells 5K to be held on Saturday, December 5, 2020.

Coast Cares Foundation is honored to serve as the host of this event and continue its mission.

The Fred Walker Memorial Jingle Bells 5K proceeds will continue to be used to support prevention programs and activities at Long Beach Schools including academic scholarships, along with providing support to other charitable organizations on the Gulf Coast. The LBHS Boys Baseball team will once again be assisting the U.S. Marine Corp's Toys for Tots drive that morning.

We are requesting any fees be waived as our proceeds will continue to be given back to our Long Beach community for prevention and scholarship programs.

We have included insurance documentation for the race. We are also requesting assistance by the Long Beach Police Department for traffic control during the race.

We would appreciate your approval of our requests and support of our event.

Respectfully,

Angie Alexander Johnson

Angie Alexander Johnson
President

Lisa Hamel
Secretary

Susan Nicolais
Treasurer

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CITY OF LONG BEACH
SPECIAL EVENT APPLICATION

City Clerk's Office * 201 Jeff Davis Avenue * P.O. Box 929 * Long Beach, MS 39560

Date Received By Clerk's Office: 10/5/20 Time: 8:55 By: CS

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

Sponsoring Organization's Legal Name: Coast Cares Foundation

Organization Address: P.O. Box 1352

Organization Agent: Lisa Hamel Title: Secretary

Phone: 228-239-8022 Work Home _____ During event 228-239-8022

Agent's Address: 101 Linda Jo Drive, Richland, MS 39218

Agent's E-Mail Address: mrs.lionfish@hotmail.com

Event Name: Jingle Bells 5k

Please give a brief description of the proposed special event: 5k running/ walking event on a certified course, starting near the Town Green, proceeding to Long and back.

Event Day(s) & Date(s): 12/5/20 Event Time(s): 7am setup, 8am start, 9am finish

Set-Up Date & Time: 12/5/20 7am Tear-Down Date & Time: 12/5/20 10am

Event Location: Town Green for awards, route map enclosed

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

How many years has this event occurred? 20+

ADOPTED: 11.15.11-BOARD ACTION

**Minutes of October 20, 2020
Mayor and Board of Aldermen**

MAP: (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

STREET CLOSURES: Start Date/ Time: 12/5/20 through Date/ Time 12/5/20
7:45 a.m. 9:00 a.m.

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

N/A

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

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

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

If yes, what time? _____ Until _____

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

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

ATTENDANCE: What is the expected (estimated) attendance for this event? 100 max

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

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

REST ROOMS: Are you planning to provide portable rest rooms at the event? YES NO
If yes, how many? _____

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

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

access to Town Green bathrooms, Police assistance
with course road closures for safety

ADOPTED: 11.15.11-BOARD ACTION

**Minutes of October 20, 2020
Mayor and Board of Aldermen**

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

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

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

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

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

9-30-20
Date

Larry Hamel
Signature of Sponsoring Organization's Agent

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

ADOPTED: 11.15.11-BOARD ACTION

Minutes of October 20, 2020
Mayor and Board of Aldermen

Event Title: Jingle Bells 5K 12/5/20

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

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

Police Dept.: JW Recommend Approval: YES NO Est. Economic Impact: \$ 0

Fire Dept.: CB Recommend Approval: YES NO Est. Economic Impact: \$ 0

Public Works: 3C Recommend Approval: YES NO Est. Economic Impact: \$ 0

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

Parks/REC: R/L Recommend Approval: YES NO Est. Economic Impact: \$ 0

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

Insurance / Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

Approval/ Denial Mailed: _____

ADOPTED: 11.15.11-BOARD ACTION

Minutes of October 20, 2020
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CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

Bob Paul
228-669-7601

TOWN GREEN

(Group) Individual Name (Permit tee):

Const Cares Foundation Lisa Hamel, secretary

Telephone Number: 228-239-8022

Street Address: 101 Linda Jo Dr. Home Work Cell

City: Richland State: MS Zip: 39218

Type of Event: 5k running/walking setup for awards

Start Time: 7am 12/5/20

Closing Time: 10am 12/5/20

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on

(Date)

The person(s) requesting this permit

1. Agrees to personally accept responsibility for any damage done to the facility, grounds or equipment by persons in his/her group during the reserved period of time, and will hold the City of Long Beach harmless of any damage done to permit tee or permit tee's equipment.
2. Agrees to maintain order and control over persons in the group.
3. Agrees to abide by all policies and procedures of the City of Long Beach, the Long Beach Parks and Recreation Department as directed by the contents of the Town Green policy statement.
4. Understands that failure to comply with all the terms of the aforementioned policy as well as any violation of federal, state, or municipal law in conjunction with the use of this facility will result in the cancellation of the privilege of using this facility and will jeopardize any future permit grants for this or any other facility. I hereby agree that I have read and understand the regulations and policies governing the use of the Long Beach Town Green, including the deck area and shoo-fly.

Signature *Lisa Hamel*

Date: 9/30/20

Rental Fee \$ _____ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

Clean-up Fee \$ _____ Receipt # _____ Date _____

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of October 20, 2020
Mayor and Board of Aldermen

STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNTY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I Lisa M Hamel, do hereby release, acquit and forever discharge the City of Long Beach, Mississippi, and all of its respective agents, servants, employees, elected and non-elected officials, successors, predecessors, insurers, attorneys, and any and all other legal entities and persons, of and from any and all claims, demands, actions, damages, liability, or legal recourse of any type, and expenses (including attorneys' fees) in connection with or arising from or out of my use of the Town Green.

WHEREFORE, PREMISES CONSIDERED:

The undersigned further agrees that he/she shall indemnify and hold harmless the City against and from all claims, demands, actions, rights of action, liabilities, losses, judgments, costs, expenses, and attorney fees which shall or may rise by virtue of anything done or omitted to be done by us, including through or by its agents, employees, or other representatives, arising out of, claimed on account of, or in any manner predicated upon the use of the above mentioned property. The undersigned further agrees to protect and save and keep the City harmless and indemnify the City against and from any and all claims, demands, actions, liabilities, judgments, losses, costs, damages or expenses (including attorneys' fees) arising out of, claimed on account of, or in any manner predicated upon any accident or other occurrence arising from the use of the above mentioned property causing injury to person(s) (including death) or property to whomsoever or whatever in law and equity.

Furthermore, as part of the consideration for using the abovementioned property, the undersigned agree to assume full responsibility and liability for any and all risk of loss 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 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 servants, and employees harmless from and against all claims and expenses for same, including attorneys fees.

This, the 30th day of September, 20 20.

Authorized Signature Lisa M Hamel

Witness [Signature]

Minutes of October 20, 2020 Mayor and Board of Aldermen

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/06/2020					
<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 have ADDITIONAL INSURED provisions or 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 Insurance Management Group 12730 Coldwater Rd Ste 103 Fort Wayne IN 46845	CONTACT NAME: Margaret Mayers PHONE (A/C No. Ext.): (260) 338-2434 FAX (A/C No.): (765) 664-0761 E-MAIL ADDRESS: mmayers@insmgt.com						
INSURED	INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company INSURER B: Nationwide Life Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 11991 66869					
<p>COVERAGES CERTIFICATE NUMBER: 2020 \$1M A.I. REVISION NUMBER:</p>							
<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>							
INSR LTR	TYPE OF INSURANCE	ADDL NSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Legal Liability to Participant \$1,000,000 GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Event Basis			KRO0000008194100	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse and Molestation \$ 500,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KRO0000008194100	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)			BAX0000031001200	12/31/2019	12/31/2020	Excess Medical \$10,000 AD & Specific Loss \$2,500
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 12/05/20 Jingle Bells 5K Race INSURED RRCA CLUB/EVENT MEMBER: Coast Cares Foundation , Alt'n: Susan Nicolais, PO Box 1352, Long Beach, MS 39560</p>							
CERTIFICATE HOLDER				CANCELLATION			
12/05/20 City of Long Beach, MS 201 Jeff Davis Ave 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 			

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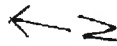
ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

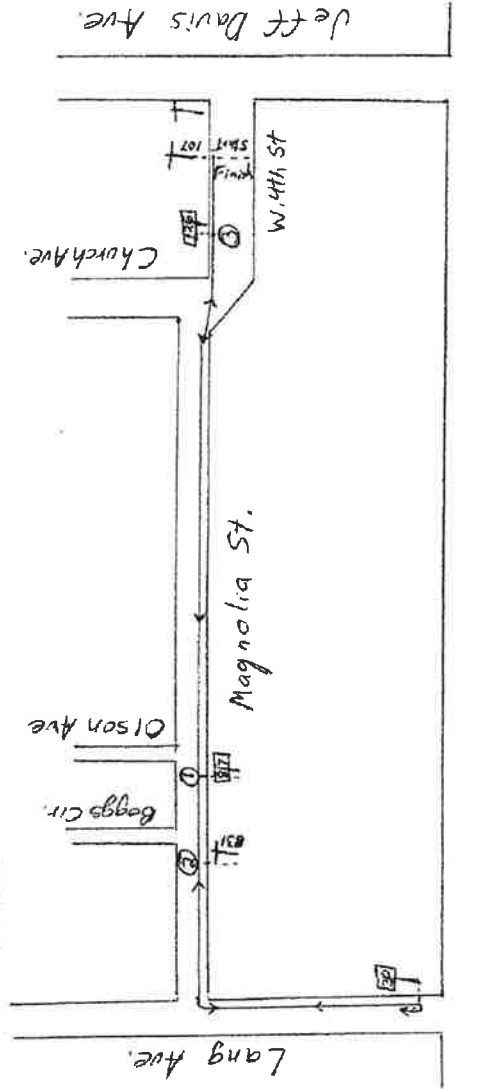
Minutes of October 20, 2020
Mayor and Board of Aldermen

USATF-Certified Course MS11037MS Effective 09/28/2011 to 12/31/2021

Long Beach Jingle Bell 5K Course
Measured By: Leonard Vergunst 9/24/11



Start - Even with telephone pole #107 - and pole near Jeff Davis + W. 4th St
1 Mile - 1 yd west of mail box #817 near Olson Ave
U-Turnaround - 1 yd north of 30 MPH sign near corner of Hy 90 + Lang Ave.
2 Mile - 3 yds west of telephone pole #831 near Baggs Cir.
3 Mile - 6 yds west of mail box #126 on W. 4th St.
Finish - Same as Start line, TP #107 - Even with the base.



Long Beach, MS
HY 90

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Road Running Technical Council
USA Track & Field
Measurement Certificate



Name of the course Long Beach Jingle Bell 5K Distance 5 km
 Location (state) Mississippi (city) Long Beach
 Type of course: road race calibration track Configuration: out-and-back
 Type of surface: paved 100 % dirt % gravel % grass % track %
 Elevation (meters above sea level) Start 4.5 m Finish 4.5 m Highest 4.5 m Lowest 4.5 m
 Straight line distance between start & finish 0 m Drop 0 m/km Separation 0 %
 Measured by (name, address, phone & e-mail) Leonard Vergunst ph: (228) 380-7037
304 Mincheck Road, Ocean Springs, MS 39564 leonardvergunst@cableone.net
 Race contact (name, address & phone) Leonard Vergunst ph: (228) 380-7037
304 Mincheck Road, Ocean Springs, MS 39564 leonardvergunst@cableone.net
 Measuring Methods: bicycle steel tape electronic distance meter
 Number of measurements of entire course: 2 Date(s) when course measured: 09/24/2011
 Race date: 12/03/2011 Course certification effective date: 09/28/2011
 Replaces: not applicable (if applicable) Certification code: MS11037MS

Notice to Race Director
Use this Certification Code in *all* public
announcements relating to your race.

Be It Officially Noted That

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If *any* changes are made to the course, this certification becomes void, and the course must then be recertified.

Validation of Course — In the event a National Open Record is set on this course, or at the discretion of USA Track & Field, a validation remeasurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

MS 11037 MS

This certification expires on December 31 in the year 2021

AS NATIONALLY CERTIFIED BY:

MS Studholme Date: 10/18/2011
Matthew Studholme – USATF/RRTC Regional Certifier
452 Brookhill Drive, Abingdon, Virginia 24210 Phone: (276) 451-2426 E-mail: sheddingcat@comcast.net

Alderman Johnson returned to the meeting.

Minutes of October 20, 2020
Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve the following Special Event Application submitted by Mississippi Gulf Coast Marathon, LLC for their annual race:

December 13, 2020
Sunday
MGC Marathon
Hwy 90
7:00 AM

**CITY OF LONG BEACH
SPECIAL EVENT APPLICATION**

City Clerk's Office * 201 Jeff Davis Avenue * P.O. Box 929 * Long Beach, MS 39560

Date Received By Clerk's Office: 10/2/20 Time: 4:19 By: CS

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

Sponsoring Organization's Legal Name: Mississippi Gulf Coast Marathon, LLC

Organization Address: 2012 Stuart Ave, Baton Rouge, LA 70808

Organization Agent: Jonathan Dizuba Title: Race Director

Phone: 225.636.1644 Home 225.636.1644 Cell 225.636.1644 During Event

Agent's Address: 2012 Stuart Ave, Baton Rouge, LA 70808

Agent's E-Mail Address: juba@msgulcoastmarathon.com

Event Name: Mississippi Gulf Coast Marathon

Please give a brief description of the proposed special event:
Running race that starts in Henderson Point, runs along Hwy 90 and finishes in MGM park in Biloxi, MS.

Event Day (s) & Date (s): 12/13/2020 Event Time (s): 7:00am

Set-Up Date & Time: 12/13/2020 5:00am Tear-Down Date & Time: 12/13/2020 9:00am

Event Location: Henderson Point, Scenic Hwy 90

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

How many years has this event occurred? 4 years

ADOPTED: 08.18.20-BOARD ACTION

Minutes of October 20, 2020 Mayor and Board of Aldermen

MAP: (a) If your event will use streets or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. (b) Show any streets or parking lots that you are requesting to be blocked off, and location of vendors, if any. A final map, if different, must be provided seven (7) days before the event. (c) Please show an emergency vehicle access lane.

STREET CLOSURES: Start Date/Time: 12/13/2020 6:45am Through Date/Time: 12/13/2020 8:30am

RESERVED PARKING: Are you requesting reserved parking? YES **NO**

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

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

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

If yes, are liquor license and liquor liability insurance attached? YES NO
If yes, what time? _____ Until _____

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

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

ATTENDANCE: What is expected (estimated) attendance for this event? 500

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

If yes, you are requested to obtain a permit through the Building/Permit Department.

RESTROOMS: Are you planning to provide portable restrooms at the event? **YES** NO
If yes, how many? 12

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

ADOPTED: 08.18.20-BOARD ACTION

**Minutes of October 20, 2020
Mayor and Board of Aldermen**

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

Police Department assistance for Hwy 90 traffic control in the morning

INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$1,000,000 (1 million). An event sponsor must provide a valid certificate of insurance naming the City of Long Beach as an additional insured party on the policy. A sponsor of a Low Hazard event may request the Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

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

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

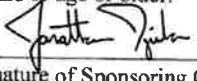
The approval of this Special Event may include additional requirements or limitations, based on the City's review of this application.

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

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

10/2/2020

Date


Signature of Sponsoring Organization's Agent

**RETURN THIS APPLICATION at least ninety (90) days before the first day of the event to:
City of Long Beach * Mayor's Office * 201 Jeff Davis Ave. * P. O. Box 929 * Long Beach, MS
39560**

ADOPTED: 08.18.20-BOARD ACTION

Minutes of October 20, 2020
Mayor and Board of Aldermen

Event Title: Mississippi Gulf Coast Marathon 12/13/20 7:30 AM

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

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

Police Dept: W Recommended Approval: YES NO Est. Economic Impact: \$ 4

Fire Dept: CB Recommended Approval: YES NO Est. Economic Impact: \$ 0

Public Works: ✓ Recommended Approval: YES NO Est. Economic Impact: \$ 0

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

Parks/Rec: RJF Recommended Approval: YES NO Est. Economic Impact: \$ 0

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

ADOPTED: 08.18.20-BOARD ACTION

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Mayor and Board of Aldermen

Alderman Robertson made motion seconded by Alderman Parker and unanimously carried to accept the following FY 21 – Tidelands Grant Awards - Long Beach Harbor Improvements and Long Beach Pavilion:



STATE OF MISSISSIPPI
Tate Reeves
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
Joe Spraggins, Executive Director

September 22, 2020

Mayor George Bass
P.O. Box 929
Long Beach, MS 39560

Re: Tidelands Grant Awards- Long Beach Harbor Improvements and Long Beach Pavilion

Dear Mayor George Bass:

I am pleased to announce that the City of Long Beach has been awarded Public Trust Tidelands grants for the above referenced projects by the Mississippi Legislature. These awards were authorized during the 2020 Mississippi Legislative session. The Department of Marine Resources is requesting an amended application for the Long Beach Harbor Improvement project. We will also need an application for the Long Beach Pavilion project. We will forward the Grant Agreements to you for your review and signatures no later than November 30, 2020.


The authorized awards for these projects are listed below:

FY21- Long Beach Harbor Improvements - \$300,000.00
FY21- Long Beach Pavilion - \$40,000.00

(The award amount is subject to reduction based on the actual total of Tidelands funds received from the Secretary of State's Office.)

Thank you for making the Mississippi Gulf Coast a better place to live and work. Please feel free to contact me at any time should the Mississippi Department of Marine Resources be of service to you, (P)228-523-4011 or joe.spraggins@dmr.ms.gov.

In appreciation,


Joe Spraggins
Executive Director

cc: David Ball

1141 Bayview Avenue • Biloxi, MS 39530-1613 • Tel: (228) 374-5000 • dmr.ms.gov

The Mayor recognized Mr. Dennis Laubmeier of 122 Willow Lane, Pass Christian, MS, who requested permission to build a garage with living quarters on a parcel of land on Beatline Road that he would reside in until he builds his primary residence. After discussion, Alderman McCaffrey made motion seconded by Alderman

**Minutes of October 20, 2020
Mayor and Board of Aldermen**

Robertson and unanimously carried to grant Mr. Laubmeier's request with the condition that he purchases the building permits for the main residence at the same time he acquires the permits for the garage. He must also start construction on the residence within 6 months of the completion of the garage or the City will have the option to pull his power meter for that structure.

Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to approve the following activation packet for the Pineville Road Sidewalk Phase III project, and authorize the Mayor to execute same:

City of Long Beach



October 20, 2020

David Seyfarth, P.E.
District 6, LPA Coordinator
Mississippi Department of Transportation
16499 Highway 49
Saucier, MS 39574-9740

Reference – Pineville Road Sidewalk Project Phase III Activation Request

Dear Mr. Seyfarth,

The City of Long Beach respectfully requests the Mississippi Department of Transportation (MDOT) activate the above referenced project. This project will include the continuation of construction of sidewalks along Pineville Road from Seal Avenue to Railroad Street.

Enclosed, please find a vicinity map, a copy of the most current audit on file with the State of Mississippi Office of the State Auditor, and a copy of the LPA certificate for the LPA Project Director, Kini Gonsoulin.

The point of contact for The City of Long Beach regarding this project will be our Finance Officer/Deputy City Clerk, Kini Gonsoulin. Ms. Gonsoulin may be reached at (228) 863-1556 or kini@cityoflongbeachms.com. I will serve as the LPA Official and can be reached at (228) 863-1556 or mayor@cityoflongbeachms.com.

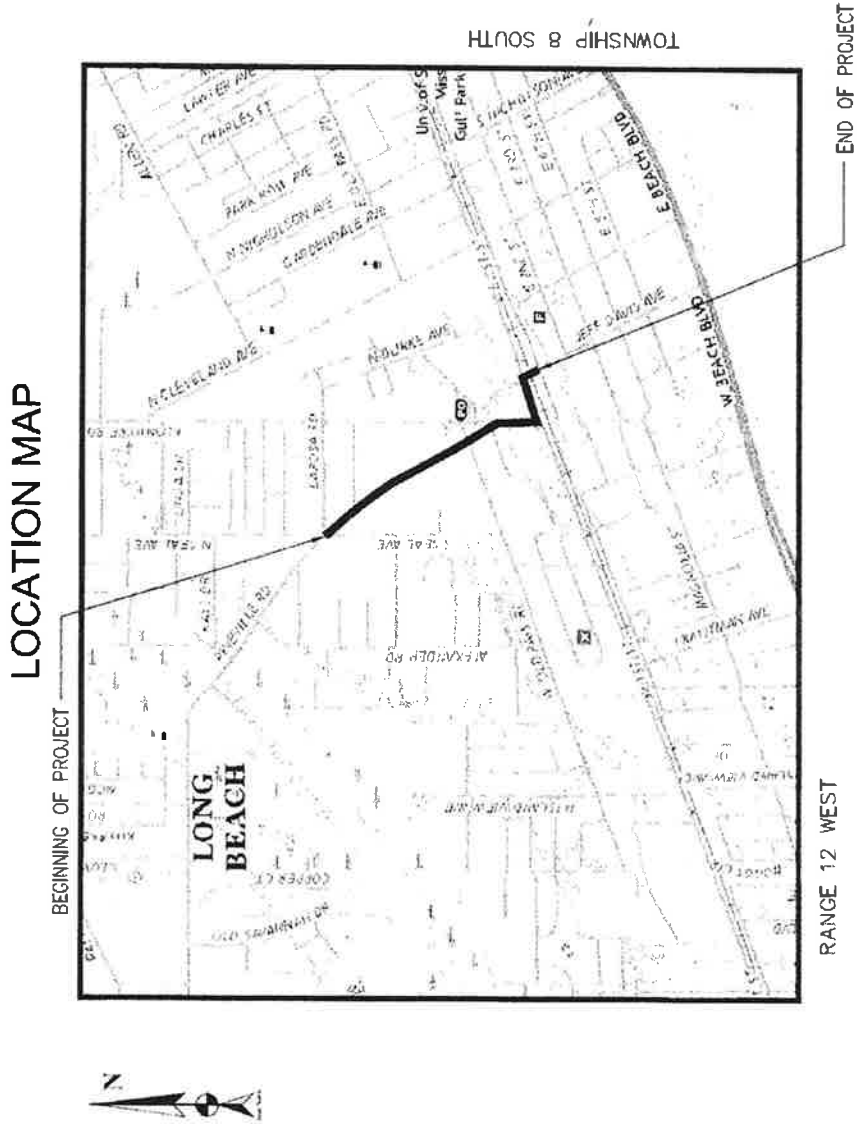
Thank you for your attention in this matter.

Sincerely,

George L. Bass
Mayor

Enclosures

Minutes of October 20, 2020
Mayor and Board of Aldermen



Minutes of October 20, 2020
Mayor and Board of Aldermen



Minutes of October 20, 2020
 Mayor and Board of Aldermen

Mississippi Gulf Coast Metropolitan Planning Organization
 FY2021-2024 Transportation Improvement Program (TIP)



County	Harrison	Agency	Long Beach		
Improvement Type	Sidewalks	Route	Pineville Road PH III		
Project Termini	Seal Avenue to Railroad Street				
Project Description	Continuation of previous projects on Pineville Road to connect to sidewalks on Jeff Davis Avenue. .71 mile Project Length:				
FY	Source	Phase	Federal	Match	Total
2023	TMA	CON	\$600,000	\$150,000	\$750,000
Project Totals			\$600,000	\$150,000	\$750,000
Project Notes					
Action	Remarks	Date	8/1/2020	Type	Amend
Remarks	Add to TIP				
Action	Remarks	Date		Type	
Remarks					
Action	Remarks	Date		Type	
Remarks					
Action	Remarks	Date		Type	
Remarks					
Action	Remarks	Date		Type	
Remarks					
Action	Remarks	Date		Type	
Remarks					
Action	Remarks	Date		Type	
Remarks					

Minutes of October 20, 2020
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to approve the following activation packet for the 28th Street/Klondyke Road Intersection Improvements project, and authorize the Mayor to execute same:

City of Long Beach



October 20, 2020

David Seyfarth, P.E.
District 6, LPA Coordinator
Mississippi Department of Transportation
16499 Highway 49
Saucier, MS 39574-9740

Reference – 28th Street/Klondyke Road Intersection Improvements Activation Request

Dear Mr. Seyfarth,

The City of Long Beach respectfully requests the Mississippi Department of Transportation (MDOT) activate the above referenced project. This project will include the widening and improvement of the intersection at 28th Street and Klondyke Road for better traffic flow.

Enclosed, please find a vicinity map, a copy of the most current audit on file with the State of Mississippi Office of the State Auditor, and a copy of the LPA certificate for the LPA Project Director, Kini Gonsoulin.

The point of contact for The City of Long Beach regarding this project will be our Finance Officer/Deputy City Clerk, Kini Gonsoulin. Ms. Gonsoulin may be reached at (228) 863-1556 or kini@cityoflongbeachms.com. I will serve as the LPA Official and can be reached at (228) 863-1556 or mayor@cityoflongbeachms.com.

Thank you for your attention in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "George L. Bass". The signature is written in a cursive style.

George L. Bass

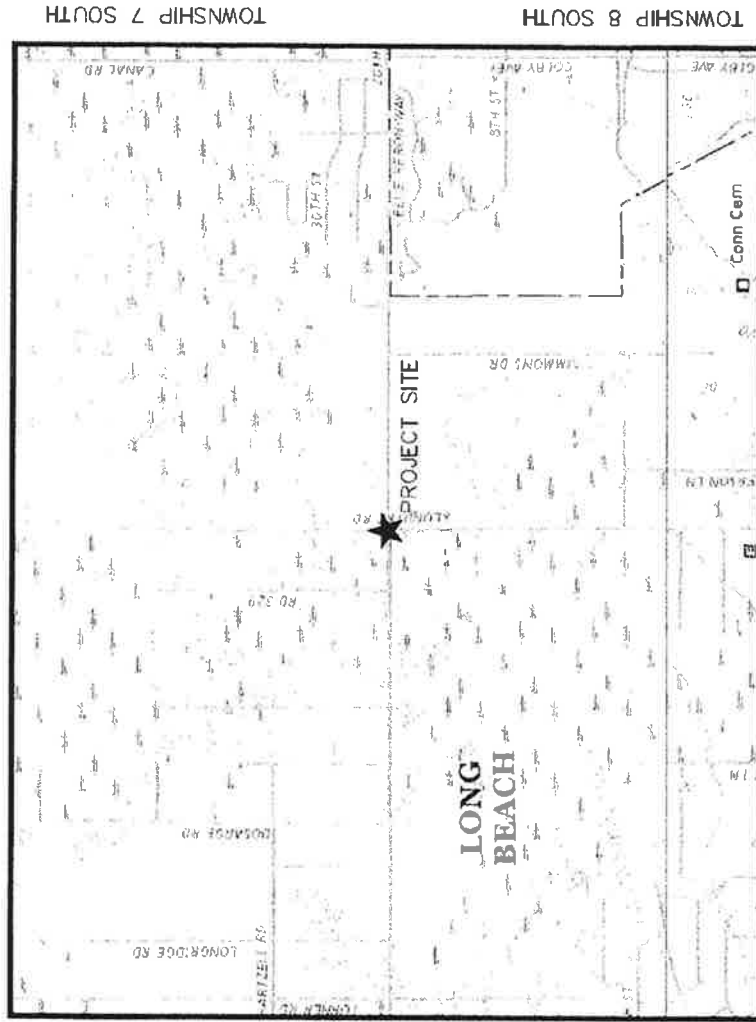
Mayor

Enclosures

201 Jeff Davis • P.O. Box 929 • Long Beach, MS 39560 • (228) 863-1556 • FAX (228) 865-0822
www.cityoflongbeachms.com

Minutes of October 20, 2020
Mayor and Board of Aldermen

LOCATION MAP



RANGE 12 WEST



Minutes of October 20, 2020 Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following COVID 19 – Mississippi County & Municipality Emergency Relief Program Agreement, and authorize the Mayor to execute same:



COVID 19 - Mississippi County & Municipality Emergency Relief Program Agreement

APPLICANT NAME: City of Long Beach

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency (MEMA) and the undersigned political subdivision of the State (Applicant). This Agreement shall be effective on the date signed by the State and Applicant. It applies to all assistance funds provided by MEMA from the County and Municipality Emergency Relief Funds as a result of COVID19.

The designated representative of the Applicant certifies that:

1. The Applicant Representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant Representative will provide all necessary documents to meet the terms and conditions of receiving funding assistance.
3. The Applicant Representative will supply MEMA with a completed W9.
4. The Applicant is responsible for all costs determined to be ineligible or unreasonable by MEMA.
5. The Applicant is responsible for the repayment of any de-obligations recommended by the United States Department of Treasuries' Office of Inspector General and the Mississippi Office of the State Auditor. DHS OIG and agreed upon by FEMA. Should the funds not be returned to the State in a reasonable time frame, then collection of such funds will be handed over to the State Auditor for action.
6. The Applicant shall comply with the Single Audit Amendments of 1996 under the Code of Federal Regulations Part 200 – Super Circular: Subsection 200.501. The Applicant shall provide copies of every audit report issued on the entity at the time of its receipt by the entity to the Governor's Authorized Representative.
7. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.

Applicant Agent
George L. Bass
NAME (Print)

[Signature]
SIGNATURE

10-21-2020
DATE

Minutes of October 20, 2020
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to ratify the revised contract for the Senior Citizens Bus program that was previously executed due to a time expedited response required by MDOT, to include the following revisions:

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7249
FAX (601) 359-7050
GoMDOT.com



Brian D. Ratliff
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

Urgent. Expedited response requested!!

September 28, 2020

TO: 5310, 5311, 5316, 5339 Subrecipients

SUBJECT: Contract Revision

Enclosed for review and signatures is a revised Contract Agreement for the period of October 1, 2020 thru September 30, 2021. **We are requesting that this revised agreement be returned to us by noon on October 12, 2020. The document can be sent returned electronically or by overnight express.**

This revised version of the contract has been updated to be consistent with the requirements of *Office of Management and Budget (OMB) 2 CFR Part 200, Section 200.501, Audits of State, Local Governments and Nonprofit Organizations*, as referenced in the September 3, 2020 letter from our Executive Director (also enclosed for your reference). To aid in your review of the substantive revision to the updated document, your attention is directed to the following changes found on page 7:

Section 6. Review/Audit, Inspection and Close-out.

“ b. To the extent required, the CONTRACTOR shall cause an audit to be performed in accordance with 2 CFR Part 200 as amended and guidance provided by the DEPARTMENT. The audit report, if required, shall be submitted to the DEPARTMENT and the Federal Audit Clearinghouse within the earlier of thirty (30) days after receipt of the auditor’s report or nine (9) months after the end of the period of performance listed in Section 3. Failure to acquire and submit an audit to the DEPARTMENT, if and as required, will result in a finding of non-compliance and subsequently result in suspension of payments to the CONTRACTOR, forfeiture of retainage withheld by the DEPARTMENT, and will limit the ability of the DEPARTMENT to enter into subsequent contracts with the CONTRACTOR or sponsoring organization.”

We regret the necessity of asking for your signatures on this revised document; however, we are compelled to include this updated audit requirement in the agreements that are to be executed by our Executive Director by October 15, 2020. If you have questions or require additional information please contact Shirley Wilson or Roderick Bailey of our staff at (601)359-7800.

Thank you for your cooperation!

Charles R. Carr, Director, Office of Intermodal Planning

Transportation: The Driving Force of a Strong Economy

The revised contract in its entirety is on file in the City Clerk’s Office.

The Library Board Appointment was tabled until the November 3, 2020 meeting.

**Minutes of October 20, 2020
Mayor and Board of Aldermen**

The Mayor announced the Wreaths Across America Day at the Long Beach City Cemetery would be on Saturday, December 19, 2020 starting at 1:00 pm. Although no formal ceremony will be held due to Covid-19, the public is invited to help in the distribution of wreaths.

The Mayor brought up for discussion residents in Castine Point having access onto Harvest Lane from their rear of their properties. The Mayor requested further research of this issue. No action was taken.

Based on the recommendations of Department Heads and certification by the Civil Service Commission, Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to approve personnel matters, as follows:

Police Department:

- New Hire/Education Pay, Dispatcher Recruit Bailey Jones, PS-1-B, Associates Degree, effective November 1, 2020
- Re-Hire, Police Officer 1st Class Nicholas Dean, PS-9-I, effective November 1, 2020
- Resignation, Police Officer 1st Class Marcus Kaszubowski, effective November 24, 2020
- FTO Pay, Police Officer 1st Class David Spence, effective October 16, 2020
- Step Increase, Police Officer 1st Class Michael Bateman, PS-9-I, effective November 16, 2020
- Step Increase, Police Officer 1st Class Haley Breaux, PS-9-I, effective November 16, 2020
- Step Increase, Police Officer 1st Class Christopher Cuevas, PS-9-IV, effective November 1, 2020
- Step Increase, Police Officer 1st Class Sandy Dyess, PS-9-VI, effective November 1, 2020
- Step Increase, Police Officer 1st Class Eddie Gossett, PS-9-I, effective November 16, 2020
- Step Increase, Dispatcher 1st Class Cabrina Levens, PS-3-II, effective November 16, 2020
- Step Increase, Lieutenant Daniel Pavolini, PS-12-XII, effective November 1, 2020

**Minutes of October 20, 2020
Mayor and Board of Aldermen**

- Step Increase, Police Officer 1st Class Kori Stewart, PS-9-I, effective November 16, 2020
- Step Increase, Police Officer 1st Class Nathaniel Stirrat, effective November 1, 2020
- Step Increase, Dispatcher 1st Class Paige Malchow-Worthington, PS-3-II, effective November 16, 2020

Alderman McCaffrey made motion seconded by Alderman Robertson and unanimously carried to accept the September 2020 Revenue/Expense report, as submitted.

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following contract with Gibson Maintenance for the Hurricane Nate Pavement & Sidewalk Repairs:

161 Lameuse St., Suite 203
Biloxi, MS 39530
228-967-7137



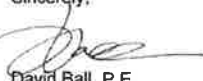
630 Delmas Ave., Suite B
Pascagoula, MS 39567
228-967-7137

October 16, 2020

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

**RE: Long Beach Small Craft Harbor
Hurricane Nate – Pavement and Sidewalk Repairs**
Ladies and Gentlemen:

Previously, the referenced construction Contract was approved by the City. Since then, the Contract has been executed by the Contractor and is herewith submitted for final City approval and execution by the Mayor.

Sincerely,

David Ball, P.E.

DB:1034
Attachment

**Minutes of October 20, 2020
Mayor and Board of Aldermen**

**EJCDC
SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Long Beach, MS, P.O. Box 929 Long Beach, MS 39560

(Owner) and Gibson Maintenance, LLC, 110 Dennis Lane, Long Beach, MS 39560

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

HURRICANE NATE REPAIRS
LONG BEACH SMALL CRAFT HARBOR
PAVEMENT AND SIDEWALK REPAIRS

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

BASE BID and ALTERNATE BID 1.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by

Overstreet & Associates, PLLC
161 Lameuse St., Suite 203
Biloxi, MS 39530

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
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00520-1

Minutes of October 20, 2020 Mayor and Board of Aldermen

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 60 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

A. For all Work other than Unit Price Work, a Lump Sum of: N/A

_____ (words)

_____ (numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

Minutes of October 20, 2020 Mayor and Board of Aldermen

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
-----------------	--------------------	-------------	---------------------------	-------------------	------------------

AS PER ATTACHED BID

TOTAL OF ALL ESTIMATED PRICES _____ \$ _____
(words) (numerals)

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

One Hundred Ninety-Nine Thousand, Nine Hundred Twenty-Eight dollars and 50/100-----(\$199,928.50)

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the third Tuesday of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 25 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 98 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

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Minutes of October 20, 2020 Mayor and Board of Aldermen

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate allowed by law at the place of the project.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Minutes of October 20, 2020 Mayor and Board of Aldermen

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 7, inclusive).
 2. Performance bond (pages 1 to 2, inclusive).
 3. Payment bond (pages 1 to 2, inclusive).
 4. Other bonds (pages _____ to _____, inclusive). N/A
 - a. Bid Bond (pages 1 to 2, inclusive).
 - b. _____ (pages _____ to _____, inclusive). N/A
 - c. _____ (pages _____ to _____, inclusive). N/A
 5. General Conditions (pages 1 to 62, inclusive).
 6. Supplementary Conditions (pages 1 to 9, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings consisting of 8 sheets with each sheet bearing the following general title: LONG BEACH SMALL CRAFT HARBOR / HURRICANE NATE REPAIRS / PAVEMENT AND SIDEWALK REPAIRS.
 9. Addenda (numbers 1 to 1, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 15 inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive). N/A
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

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Minutes of October 20, 2020 Mayor and Board of Aldermen

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

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Minutes of October 20, 2020 Mayor and Board of Aldermen

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on 10/20/ 2020 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Long Beach

Gibson Maintenance, LLC

By: [Signature]

By: [Signature]

Title: Mayor

Title: owner

Attest: [Signature]

Attest: [Signature]

Title: Deputy City Clerk

Title: officer manager, Notary

Address for giving notices:

Address for giving notices:

P. O. Box 929

118 Dennis Lane

Long Beach, MS 39560

Long Beach, MS 39560

228-863-1556

License No.: 13076-MC

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Minutes of October 20, 2020 Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/14/2020

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 have ADDITIONAL INSURED provisions or 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 Arthur J. Gallagher Risk Management Services, Inc. 1076 Highland Colony Parkway, Suite 300 Ridgeland MS 39157	CONTACT NAME: Rita Clark PHONE (ACC. No. Ext): 601-605-3133 FAX (ACC. No.): 601-605-4082 E-MAIL ADDRESS: Rita.Clark@ajg.com														
INSURED Gibson Maintenance, LLC PO Box 175 Long Beach, MS 395600175	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Brierfield Insurance Company</td> <td>10993</td> </tr> <tr> <td>INSURER B: AmFed Casualty Insurance Company</td> <td>11963</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Brierfield Insurance Company	10993	INSURER B: AmFed Casualty Insurance Company	11963	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Brierfield Insurance Company	10993														
INSURER B: AmFed Casualty Insurance Company	11963														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 1610928481 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	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> SUBJECT <input type="checkbox"/> LOC OTHER:			CPP10004386102	4/14/2020	4/14/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Additional Inru COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payment \$ 5,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			CA10001282404	4/14/2020	4/14/2021	EACH OCCURRENCE \$ AGGREGATE \$ DED RETENTION \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			WC1206005549	9/1/2020	9/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Inland Marine			CPP10004386102	4/14/2020	4/14/2021	See below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Leased/rented:\$25,000
 Installation Floater:\$700,000

 Overstreet & Assoc. PLLC and the City of Long Beach are shown as additional insured on General Liability as required by written contract only as respects insured's operations. Workers Compensation is for MS benefits and includes USL&H endorsement

CERTIFICATE HOLDER City of Long Beach, MS P. O. Box 929 Long Beach MS 39560 USA	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
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Minutes of October 20, 2020 Mayor and Board of Aldermen

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): Gibson Maintenance, LLC Long Beach, MS 39560	SURETY (Name and Address of Principal Place of Business): Granite Re, Inc 14001 Quailbrook Dr Oklahoma City, OK 73134
OWNER (Name and Address): City of Long Beach Long, Beach, MS 39560	

CONTRACT
Date: _____
Amount: One hundred ninety-nine thousand nine hundred twenty-eight and 50/100 * (\$199,928.50)
Description (Name and Location): Hurricane Nate Repairs
Long Beach Small Craft Harbor
Pavement and Sidewalk Repairs

BOND
Bond Number: GRMS48169
Date (Not earlier than Contract Date): _____
Amount: One hundred ninety-nine thousand nine hundred twenty-eight and 50/100 * (\$199,928.50)
Modifications to this Bond Form: _____

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company: Gibson Maintenance, LLC
Signature: _____ (Seal)
Name and Title: *KERRI S. GIBSON*
OWNER

SURETY
Granite Re, Inc (Seal)
Surety's Name and Corporate Seal
By: *Sherrill A. Kelley*
Signature and Title: Sherrill A. Kelley, Attorney-in-Fact
(Attach Power of Attorney)

(Space is provided below for signatories of additional parties, if required.)

Attest: *Judith L. Thomas*
Signature and Title

CONTRACTOR AS PRINCIPAL
Company: _____
Signature: _____ (Seal)
Name and Title: _____

SURETY

Surety's Name and Corporate Seal (Seal)
By: _____
Signature and Title
(Attach Power of Attorney)
Attest: _____
Signature and Title:

EJCDC No. C-610 (2002 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

Minutes of October 20, 2020 Mayor and Board of Aldermen

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default, and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Both Contractor Default shall not be declared earlier than 30 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of this Contract;
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or organized proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on this Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment thereof to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages to the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design, professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4, and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the maximum period of limitations available to Surety as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions:
 - 12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts reserved or to be received by Owner as settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY - Name, Address and Telephone
 Surety Agency or Broker
 Owner's Representative (engineer or other party)

Minutes of October 20, 2020 Mayor and Board of Aldermen

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): Gibson Maintenance, LLC Long Beach, MS 39560	SURETY (Name and Address of Principal Place of Business): Granite Re, Inc 14001 Quailbrook Dr Oklahoma City, OK 73134
OWNER (Name and Address): City of Long Beach Long Beach, MS 39560	

CONTRACT
Date: _____
Amount: One hundred ninety-nine thousand nine hundred twenty-eight and 50/100 ** (\$199,928.50)
Description (Name and Location): Hurricane Nate Repairs
Long Beach Small Craft Harbor
Pavement and Sidewalk Repairs

BOND
Bond Number: GRMS 48169
Date (Not earlier than Contract Date): _____
Amount: One hundred ninety-nine thousand nine hundred twenty-eight and 50/100 ** (\$199,928.50)
Modifications to this Bond Form: _____

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company: Gibson Maintenance, LLC

Signature: _____ (Seal)
Name and Title: *KERRY S. GIBSON*
Owner

SURETY
Granite Re, Inc _____ (Seal)
Surety's Name and Corporate Seal

By: *Sherrill A. Kelley*
Signature and Title: Sherrill A. Kelley, Attorney-in-Fact
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: *Jodie L. Thomas*
Signature and Title

CONTRACTOR AS PRINCIPAL
Company: _____

Signature: _____ (Seal)
Name and Title: _____

SURETY

Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

EJCDC No. C-615 (2002 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

Minutes of October 20, 2020 Mayor and Board of Aldermen

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claim, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under the Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the maximum period of limitation available to a surety as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with such statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1. Claimant: An individual or entity having a direct contract with Contractor or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY -- Name, Address and Telephone
 Surety Agency or Broker:
 Owner's Representative (engineer or other party):

Minutes of October 20, 2020 Mayor and Board of Aldermen

GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JOHN E. MARCHETTI; DAVID RAY ROBERTSON; JOHN G. RAINES; KELLI E. BURNUM; RITA G. CLARK; SHERRILL A. KELLEY its true and lawful Attorney-In-Fact(s) for the following purposes, to wit:


To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney, and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

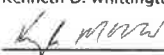
JOHN E. MARCHETTI; DAVID RAY ROBERTSON; JOHN G. RAINES; KELLI E. BURNUM; RITA G. CLARK; SHERRILL A. KELLEY may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)






Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620





Bethany J. Alford
Notary Public

GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20_____.





Kyle P. McDonald, Assistant Secretary

GR0800-1

**Minutes of October 20, 2020
Mayor and Board of Aldermen**

Based on the following recommendation, Alderman Robertson made motion seconded by Alderman Parker and unanimously carried to authorize Overstreet & Associates to begin the RFQ process to obtain a new contract for Emergency Electrical System Removal & Replacement:

161 Lameuse St., Suite 203
Biloxi, MS 39530
228-967-7137



630 Delmas Ave., Suite B
Pascagoula, MS 39567
228-967-7137

October 15, 2020

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

RE: Long Beach Small Craft Harbor – Emergency Plan for Electrical System Removal & Replacement

Ladies and Gentlemen:

Since at least 2017, the City has had a contract in place for the emergency removal and replacement of electrical components within the Small Craft Harbor, which can be executed at the City's direction in advance of anticipated storms. It is believed that this plan saves significant time and money by eliminating the extremely costly replacement of the entire electrical system in the event of a high storm surge event.

This contract, which was acquired through a competitive Request for Quotes (RFQ) process has been extended several times and it is now time to update the contract terms and acquire new prices for the work. We believe it is in the interest of the City to continue utilizing this plan and we are ready to assist the City in updating the requirements and in acquiring new prices following a RFQ process. We believe we can update the contract requirements in coordination with the Harbormaster and assist in the process for an amount not-to-exceed \$1500, utilizing the existing Master Services Agreement between the City and Overstreet & Associates.

If this is acceptable, we will proceed with the work and estimate that we can have competitive quotes from prospective Contractors prior to the end of the year along with a recommendation of award.

Sincerely,

David Ball, P.E.

DB:1112

Minutes of October 20, 2020
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to award the City of Long Beach's Annual Bids as follows:



MEMO

TO: MAYOR BASS & BOARD OF ALDERMEN
CC: CITY CLERK
FROM: JOE CULPEPPER, PUBLIC WORKS DIRECTOR
DATE: OCTOBER 8, 2020
RE: ANNUAL BID – "HOT BITUMINOUS PAVEMENT TYPE SC-1 AND ANNUAL BID - IN-PLACE HOT BITUMINOUS PAVEMENT TYPE SC-1 – OCTOBER 1, 2019 – SEPTEMBER 30, 2020

I have received and reviewed the bid for "Hot Bituminous Pavement Type SC-1" from the following vendors:

Land Shaper, Inc. \$58.75/ton
10217 Three Rivers Rd.
PO Box 995
Gulfport, MS 39502

Huey P. Stockstill, LLC \$67.00/ton
PO Box 758
Picayune, MS 39466

I have also received and reviewed the bids for "In-Place Hot Bituminous Pavement Type SC-1."

Land Shaper, Inc. \$315/Hot Mix Asphalt In-Place (1)
10217 Three Rivers Rd. \$315/Hot Mix Asphalt In-Place (2)
PO Box 995 \$10/Cold Milling (3)
Gulfport, MS 39502 \$10/Cold Milling (4)

Huey P. Stockstill, LLC \$500/Hot Mix Asphalt In-Place (1)
PO Box 758 \$500/Hot Mix Asphalt In-Place (2)
Picayune, MS 39466 \$12.50/Cold Milling (3)
\$12.50/Cold Milling (4)

I recommend that the City of Long Beach award both bid categories to Land Shaper, Inc.

Minutes of October 20, 2020
Mayor and Board of Aldermen



MEMO

TO: MAYOR BASS & BOARD OF ALDERMEN
CC: CITY CLERK
FROM: JOE CULPEPPER, PUBLIC WORKS DIRECTOR *J*
DATE: OCTOBER 8, 2020
RE: ANNUAL BID – CHLORINE FOR PUBLIC WATER DISTRIBUTION SYSTEM– OCTOBER 1, 2020 – SEPTEMBER 30, 2021

I have received and reviewed the bids received for "Chlorine for Public Water Distribution System" and recommend that the City of Long Beach award this bid to:

DPC Enterprises, LP Bid Amount: \$91/150 LB Cylinder
PO Box 11447
Chickasaw, AL 36671



MEMO

TO: MAYOR BASS & BOARD OF ALDERMEN
CC: CITY CLERK
FROM: JOE CULPEPPER, PUBLIC WORKS DIRECTOR *J*
DATE: OCTOBER 8, 2020
RE: ANNUAL BID – "READY MIX CONCRETE" – OCTOBER 1, 2020 – SEPTEMBER 30, 2021

I have reviewed the bids received for "Ready Mix Concrete" and recommend that the City of Long Beach award this bid to:

Coast Concrete, Inc.
14270 Creosote Rd.
Gulfport, MS 39503

Price per cubic yard (if less than 5 cubic yards) Delivered to site within the City of Long Beach	\$150.00
Price per cubic yard (5 yards or greater) Delivered to site within the City of Long Beach	\$114.00

Minutes of October 20, 2020
Mayor and Board of Aldermen



MEMO

TO: MAYOR BASS & BOARD OF ALDERMEN
CC: CITY CLERK
FROM: JOE CULPEPPER, PUBLIC WORKS DIRECTOR
DATE: OCTOBER 8, 20120
RE: ANNUAL BID – "CRUSHED LIMESTONE" – OCTOBER 1, 2020 – SEPTEMBER 30, 2021

I have reviewed the bids received for "Crushed Limestone" and recommend that the City of Long Beach award this bid to:

Land Shaper, Inc.
10217 Three Rivers Rd.
PO Box 995
Gulfport, MS 39502



MEMO

TO: MAYOR BASS & BOARD OF ALDERMEN
CC: CITY CLERK
FROM: JOE CULPEPPER, PUBLIC WORKS DIRECTOR
DATE: OCTOBER 8, 2020
RE: ANNUAL BID – "POLYETHYLENE CULVERT PIPE (SMOOTH INTERIOR ONLY)" – OCTOBER 1, 2020– SEPTEMBER 30, 2021

I have reviewed the bids received for "Polyethylene Culvert Pipe (Smooth Interior Only)" and recommend that the City of Long Beach award this bid to:

Evans & Company, Inc.
7930 Zeigler Blvd.
Mobile, AL 36608

Minutes of October 20, 2020
Mayor and Board of Aldermen



MEMO

TO: MAYOR BASS & BOARD OF ALDERMEN
CC: CITY CLERK
FROM: JOE CULPEPPER, PUBLIC WORKS DIRECTOR
DATE: OCTOBER 8, 2020
RE: ANNUAL BID – PVC SEWER PIPE & FITTINGS, WATER PIPE & FITTINGS, FIRE HYDRANT & GATE VALVES – OCTOBER 1, 2020 – SEPTEMBER 30, 2021

I have reviewed the bids received for "PVC Sewer Pipe & Fittings, Water Pipe & Fittings, Fire Hydrant and Gate Valves and recommend that the City of Long Beach award this bid to:

CATEGORY 1:

Consolidated Pipe & Supply Company, Inc.
10250 Larkin Smith Drive
Gulfport, MS 39503

CATEGORY 2:

Ferguson Waterworks
14231 Seaway Rd., Unit B-5
Gulfport, MS 39503

Based on the recommendation of Building Official Mike Gundlach, Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to grant an additional 30 day extension to Mr. & Mrs. Ashe of 205 Lawler to bring their property into compliance.

**Minutes of October 20, 2020
Mayor and Board of Aldermen**

The Mayor and Board of Aldermen took up the matter of the public hearing on the property located at 19132 Pineville Road, Long Beach, Mississippi, on August 18, 2020, to determine and consider the condition of said property. After conducting the hearing and considering all matters produced there at and after hearing all persons interested and appearing, the Board of Aldermen declared the hearing finally closed. A sixty day extension to bring the property into compliance was granted with a follow up scheduled for October 20, 2020. After a discussion of the subject on October 20, 2020, Alderman Frazer 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 ADJUDICATING THE PROPERTY
LOCATED AT 19132 PINEVILLE ROAD, LONG BEACH, MISSISSIPPI, TO BE A
MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY AND
REQUIRING OWNER OF SUCH PROPERTY TO CLEAN SAID PROPERTY.**

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 19132 Pineville Road, 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 July 21, 2020, 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 uncleanliness 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 August 18, 2020, 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, having 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 Section 21-19-11, and proof of same being spread upon the minutes of

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the Governing Authorities taken of such hearing, hereby made a part of the record of these proceedings;

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 grant a sixty day extension to the homeowner to bring the property in compliance and scheduled a follow up on October 20, 2020. At the follow up of October 20, 2020, they did find and adjudicate that the property is, in its present condition, in such a state of uncleanliness as to be a menace to the public health and safety of the community and/or constitutes an attractive nuisance. It is therefore,

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 19132 Pineville Road, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0611N-04-028.000, and according to said tax records is owned by Cynthia Nadean Saucier, is at present in such a state of uncleanliness as to be a menace to the public health and safety of the community and/or an attractive nuisance.

2. That the aforesaid owner is hereby ordered to clean said parcel of land within ten (10) days from the entry of this Resolution and Order, and that such cleaning shall include:

Removal of all discarded materials, dangerous items, and such other rubbish and/or debris as described in any notice or as appearing on said property contributing to the property constituting a nuisance and menace overall to the public health and safety, and abate or cause to be abated the conditions otherwise existing and constituting a menace to public safety and health as testified and/or described in general at the hearing, and as contained in the report letter from Zoning Enforcement Officer Dale Stogner dated May 22, 2020, and attached hereto.

3. That in the event that said owner shall fail to complete cleaning of the subject property within ten (10) days from entry of this Resolution and Order, then the governing authority shall proceed to clean the subject property as required by

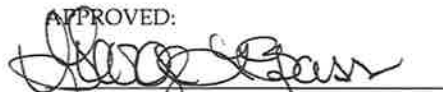
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paragraph 2, above, by the use of municipal employees or by contract, with the cost of same, together with a penalty of \$1,500.00 or 50% of such actual cost, whichever is greater, to be, at the next regular meeting after completion of such clean-up, assessed against the said parcel of land.


Alderman McCaffrey 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 Ronald Robertson	voted	Aye
Alderman Patricia Bennett	voted	Aye
Alderman Donald Frazer	voted	Aye
Alderman Mark E. Lishen	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Angie Johnson	voted	Aye
Alderman Bernie Parker	voted	Aye

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 the 20th day of October 2020.

APPROVED:

George L. Bass, Mayor

ATTEST:


Stacey Dahl, City Clerk

The Mayor recognized the City Attorney for his report, whereupon he informed the Board that the City has received the Quit Claim deed for the Quarles House and it has been recorded at the courthouse. No action was necessary or taken.

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

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Ronald Robertson, Ward 1

Alderman Bernie Parker, Ward 2

Vacant, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Mark E. Lishen, Ward 5

Alderman Patricia Bennett, Ward 6

Date

ATTEST:

Kini Gonsoulin, Deputy City Clerk