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**Minutes of April 16, 2019
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF APRIL 16, 2019
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 HEARING**
 - 1. Resume - 108 N. Jeff Davis Ave; Assessed to Thomas C & Charlotte Ryan
 - 2. 114 Beachview Cr.; Assessed to Thomas & Laurie Marino - Rescheduled
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
 - 1. Long Beach High School - Tobacco Control Presentation
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VII. APPROVE MINUTES:**
 - 1. **MAYOR AND BOARD OF ALDERMEN**
 - a. April 2, 2019 - Regular
 - 2. **PLANNING & DEVELOPMENT COMMISSION**
 - a. April 11, 2019 - No Quorum
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. 041619
- IX. UNFINISHED BUSINESS**
 - 1. Nextsite Contract Renewal
- X. NEW BUSINESS**
 - 1. Resignation from Planning & Development Commission - Ward 1
 - 2. Appointment to Planning & Development Commission - Ward 1
 - 3. Special Event Application - ROCK Foundation; Foster Family Fun Day
 - 4. Special Event Application - LB High School Band; Easter Egg Hunt
 - 5. Senior Center Waive Fee Request - NMCB 133 Family Readiness Group
 - 6. Business Associate Agreement - Brown & Brown Insurance
 - 7. Adopt Minute Book #90
 - 8. Waive Building Permit Fees for LB School District - Alderman Bennett
- XI. DEPARTMENTAL BUSINESS**
 - 1. **MAYOR'S OFFICE**
 - 2. **PERSONNEL**
 - a. Fire Department - Resignation (1); Retirement (1); New Hire (1); Promotion (2); Stipend Adjustment (1)
 - b. Police Department - Part-Time New Hire (1)
 - 3. **CITY CLERK**
 - a. Revenue/Expense Report March 2019
 - b. Budget Amendment FY 2019 - Public Works
 - 4. **FIRE DEPARTMENT**
 - 5. **POLICE DEPARTMENT**
 - 6. **ENGINEERING**
 - a. Harbor - New Concrete Slab & Driveway at Fuel Facility
 - b. Long Beach Paving - Term Bid
 - 7. **PUBLIC WORKS**
 - 8. **RECREATION**
 - 9. **DERELICT PROPERTIES**
- XII. REPORT FROM CITY ATTORNEY**
- XIII. ADJOURN (OR) RECESS**

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Mayor and Board of Aldermen**

Be it remembered that two public hearings before the Mayor and Board of Aldermen, Long Beach, Mississippi, were begun and held, at 5:00 o'clock p.m., Tuesday, the 16th day of April, 2019, 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 hearings.

There were present and in attendance on said board and at the public hearings the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Ronald Robertson, Kelly Griffin, Timothy McCaffrey, Jr., Mark E. Lishen, Patricia Bennett, Deputy City Clerk Kini Gonsoulin, and City Attorney James C. Simpson, Jr.

Absent the public hearings was Alderman Bernie Parker.

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

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The Mayor and Board of Aldermen took up the matter of the public hearing on the property located at 108 N Jeff Davis Avenue, Long Beach, Mississippi, 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. After a discussion of the subject, 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 108 N JEFF DAVIS AVENUE, 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 108 N Jeff Davis Avenue, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of December 5, 2018, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be January 2, 2019, continued until April 2, 2019, and continued again until April 16, 2019 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 the Governing Authorities taken of such hearings, hereby made a part of the record of these proceedings;

Minutes of April 16, 2019 Mayor and Board of Aldermen

3. That the Mayor and Board of Aldermen having considered testimony evidence adduced at hearings 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 hearings, and being fully advised in the premises, do 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 108 N Jeff Davis Avenue, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0612B-04-026.000, and according to said tax records is owned by Thomas C & Charlotte F Ryan, 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 November 30, 2018, 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 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.

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Alderman Lishen 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 Kelly Griffin	voted	Aye
Alderman Bernie Parker	voted	Absent, not voting

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 16th day of April 2019.

APPROVED:


George L. Bass, Mayor

ATTEST:


Stacey Dahl, City Clerk



The public hearing for 114 Beachview Circle, assessed to Thomas & Laurie Marino had previously been rescheduled by the Mayor and Board of Aldermen from April 16, 2019 to May 7, 2019.

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 April, 2019, 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

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Robertson, Kelly Griffin, Timothy McCaffrey, Jr., Mark E. Lishen, Patricia Bennett, Deputy City Clerk Kini Gonsoulin, and City Attorney James C. Simpson, Jr.

Absent the meeting was Alderman Bernie Parker.

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

The Mayor recognized Ms. Aleshia Jones of the Harrison County Tobacco Coalition and students from Long Beach High School for a presentation on tobacco control.

Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to approve the minutes of the Mayor and Board of Aldermen dated April 2, 2019, as submitted.

The Mayor and Board of Aldermen acknowledged the minutes of the no quorum meeting of the Planning & Development Commission dated April 11, 2019, as submitted.

Alderman Griffin made motion seconded by Alderman McCaffrey and unanimously carried to approve the payment of invoices listed in Docket of Claims 041619.

After a presentation by Mr. Chuck Branch, Managing Partner, of NextSite, Alderman Robertson made motion seconded by Alderman Lishen and unanimously carried to extend the current contract with NextSite.

Alderman Robertson made motion seconded by Alderman Frazer and unanimously carried to accept the following resignation from the Planning & Development Commission:

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Judy M. Wood
118 W. Fourth Street
Long Beach, MS 39560
April 11, 2019

Ron Robertson, Alderman Ward 1
Board of Aldermen
City of Long Beach
P.O. Box 929oar
Long Beach, MS 39560

Dear Ron,

It is with regret that I tender my resignation from the Planning and Development Board as Ward 1 Appointee, pending the appointment of a replacement commissioner.

I am grateful for having had the opportunity to serve on the board for the past tCwo years, and I offer my best wishes to Frank Olaivar and the outstanding group of commissioners for continued success in their volunteer service to our city.

Sincerely,

Judy M. Wood
Commissioner, Ward 1

Cc: Frank Olaivar, Chairman
Planning and Development Commission

Alderman Robertson made motion seconded by Alderman Lishen and unanimously carried to appoint Mr. Kevin McKenzie to the Planning & Development Commission for a term ending June 2019.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Special Event Application, waiving all fees, submitted by the ROCK Foundation for Foster Family Fun Day:

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April 11, 2019

The Honorable George L. Bass, Mayor
Board of Aldermen
City of Long Beach
Post Office Box 929
Long Beach, Mississippi 39560

Dear Mayor Bass & Aldermen,

On Saturday, June 8, from 10 am to 1 pm, the R.O.C.K. Foundation will be hosting Family Fun Day for foster, adoptive & kinship care families. We wish to hold this event at Long Beach's Town Green. As a local 501c3 nonprofit organization, which assists abused and neglected children along the Mississippi Gulf Coast, we respectfully request the fees associated with using the venue be waived.

Thanks in advance for your consideration of our request. If you have any questions or need any further information, please feel free to contact me at 228-596-3231.

Sincerely,

A handwritten signature in cursive script that reads "Camille Peno".

Camille Peno
Board President
Resilience of Coastal Kids, Inc.
dba, R.O.C.K. Foundation

Post Office Box 2684 - Gulfport, Mississippi 39505

Because every child deserves a chance.

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June 11, 2019
Saturday

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: 4/16/19 Time: 3:35 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: Resilience of Coastal Kids, Inc.
dba, R.O.C.K. Foundation
Organization Address: P.O. Box 21084, Gulfport, MS 39505
Organization Agent: Camille Penn Title: Board President
Phone: 22859163231 Work Home 22859163231 During event 22859163231
Agent's Address: 104 Old Savannah Dr., Long Beach, MS 39560
Agent's E-Mail Address: camille.penn@gmail.com
Event Name: Foster Family Fun Day

Please give a brief description of the proposed special event: family fun day for foster, adoptive & kinship care families

Event Day(s) & Date(s): June 8, 2019 Event Time(s): 10 am - 1 pm
Set-Up Date & Time: 9 am Tear-Down Date & Time: 1 pm
Event Location: Long Beach Town Green

ANNUAL EVENT: Is this event expected to occur next year? YES NO
How many years has this event occurred? approx. 5 years

ADOPTED: 11.15.11-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: 11/8 through Date/ Time _____

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 the expected (estimated) attendance for this event? 150

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.)

ADOPTED: 11.15.11-BOARD ACTION

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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.

4/16/2019
Date

(Camille Leno)
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

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Event Title: Foster Family Fun Day 6/8/19

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.: WJ Recommend Approval: YES NO Est. Economic Impact: \$ 0

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

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

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

Parks/REC: RJF 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: _____

APPROVED
APR 16 2019
+ fees waived
By: <u>MBSA</u> <u>KG</u>

ADOPTED: 11.15.11-BOARD ACTION

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CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT
TOWN GREEN
Bob Paul
228-669-7601

Group / Individual Name (Permit tee): Resilience of Coastal Kids, Inc., dba, R.D.C.K. Foundation
Telephone Number: 778-5910-3731 Camille FEND
Street Address: 704 Old Savannah Dr. Home Work Cell
City: Long Beach State: MS Zip: 39560
Type of Event: Family Fun Day
Start Time: 10 AM
Closing Time: 1 PM

It is agreed between the City of Long Beach and the permit tee that the named facility is reserved on June 8, 2019
(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

Signature: Camille FEND Date: 4/10/19

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

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STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

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 CAMILLE FORD, 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 11th day of APRIL, 20 19

Authorized Signature CAMILLE FORD

Witness _____

~ 2 ~

Alderman Frazer made motion seconded by Alderman Griffin and unanimously carried to approve the following Special Event Application, waiving all fees, submitted by the Long Beach High School Band for Easter Egg Hunt:

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Mayor and Board of Aldermen**

4/3/2019

Mickey Mangum
Director, Long Beach High School Band
300 E. Old Pass Road
Long Beach, MS 39560

City of Long Beach
201 Jeff Davis Avenue
Long Beach, MS 39560

To Whom It May Concern:

The Long Beach High School Band is partnering with local businesses this year in hopes of increasing fund raising efforts during its annual Easter breakfast and egg hunt. As a result, we wish to move the Egg Hunt portion of the event to the Town Green. This will take place at 10:00 a.m. on Saturday, April 20th, and end before 12:00 p.m. This will not require any extra modifications to traffic or parking, nor will it require any special permitting for rides, food vendors, or entertainment. The areas will be roped off by age groups and monitored by adults. Clean-up will commence immediately following the event.

Given the low-key nature of the event and the propensity for greater funds being raised due to a new central location, we are graciously asking the City to waive the standard rental and clean-up fees associated with booking the Town Green. This decision, should you choose to grant it, will ensure that the maximum amount of funding can be raised and contributed toward the continuing success of Long Beach Bands. If you have any questions, please do not hesitate to contact me at 228-863-6945.

Sincerely,



Mickey Mangum,
Director Long Beach High School Band

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Mayor and Board of Aldermen

April 20, 2019
Saturday
Easter Egg Hunt
10:00am - 12:00pm
Town Green

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: 4/14/19 Time: 9:00^{am} 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: Long Beach High School Band

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

Organization Agent: M. Man Title: Band Director

Phone: 228-863-6446 Work Home _____ During event _____

Agent's Address: 300 E. Old Pass Road Long Beach MS 39560

Agent's E-Mail Address: Mickey.mangum@lbsd.k12.com

Event Name: Easter Egg Hunt

Please give a brief description of the proposed special event: LBHS Band wishes to move its annual Egg Hunt to the Town Green to create more centralized event that partners with local downtown businesses.

Event Day(s) & Date(s): 4/20/19 - Sat Event Time(s): 10:00a - 12:00p

Set-Up Date & Time: 9:00 am Tear-Down Date & Time: 12:00p

Event Location: Town Green

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

How many years has this event occurred? _____

ADOPTED: 11.15.11-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: N/A through Date/ Time N/A

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 the expected (estimated) attendance for this event? 200 +

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.)

ADOPTED: 11.15.11-BOARD ACTION

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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:

Only consists of children hunting eggs in roped off
areas with adult supervision.

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.

4/20/19
Date

[Signature]
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

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Event Title: Easter Egg Hunt 4/20/19

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.: [Signature] Recommend Approval: YES NO Est. Economic Impact: \$ 0

Fire Dept.: [Signature] Recommend Approval: YES NO Est. Economic Impact: \$ 0

Public Works: [Signature] Recommend Approval: YES NO Est. Economic Impact: \$ _____

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

Parks/REC: [Signature] 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 April 16, 2019 Mayor and Board of Aldermen

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

Bob Paul
228-669-7601

TOWN GREEN

Group / Individual Name (Permit tee):

LBHS Band

Telephone Number:

228-863-6945

Home

Work

Cell

Street Address

300 E Old Pass Road

City

Long Beach

State

MS

Zip

39560

Type of Event:

Easter Egg Hunt

Start Time:

10:00 AM

Closing Time:

12:00 PM

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

April 20, 2019

(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

M. Paul

Date:

4

4/3/19

Rental Fee \$

Receipt #

Date

Deposit Fee \$

Receipt #

Date

Clean-up Fee \$

Receipt #

Date

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

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STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

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 Mickey Mangum, 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 3rd day of April, 2019

Authorized Signature M. Mangum

Witness _____

~ 2 ~

Alderman Griffin made motion seconded by Alderman Frazer and unanimously carried to approve the following request from NMCB 133 Family Readiness Group to waive fees for the Senior Center:

**Minutes of April 16, 2019
Mayor and Board of Aldermen**



April 11, 2019

To Whom It May Concern:

The Family Readiness Group of NMCB 133 is a non-profit organization that is tasked with supporting the families and loved ones of the Seabees attached to NMCB 133 while they are home here in Gulfport as well as while they are deployed overseas. Throughout the year, we plan get-togethers as well as fundraisers so that we are able to further support our cause of boosting the morale and providing a support system for family members.

On May 11, 2019, our FRG will be hosting an event to celebrate making it to the half way mark through deployment. We have booked out the Long Beach Senior Center for this date and are respectfully requesting the fees associated with this reservation be waived.

Our event time is from 1100-1300 and we expect to start setting up and preparing food at 0830 on Saturday, May 11. We anticipate to have the event broken down by 1500 the same day. We may need to get into the event location on May 10 to store our bounce houses overnight.

If you have any questions, feel free to email us at nmcb133fsg@gmail.com or contact our President, Callie Bunter, at (228) 304-2534.

Sincerely,

Callie Bunter, President

NMCB 133 FRG is an organization of family members and loved ones and does not officially represent NMCB 133 or the Department of the Navy.

Alderman Frazer made motion seconded by Alderman Robertson and unanimously carried to approve the following Business Associate Agreement with Brown & Brown Insurance and authorize the Mayor to execute same:

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March 29, 2019

City of Long Beach MS
Attention Stacey Dahl
201 Jeff Davis
PO Box 929
Long Beach, MS 39560

Re: Business Associate Agreement

Dear Valued Client:

We are a business associate for one or more of your health plans (collectively, the "Plan"). Under HIPAA, we are required to enter into a privacy/security agreement with the Plan. Enclosed is a copy of a contract prepared by our legal counsel. The agreement is based on the sample business associate agreement provisions issued by the U.S. Department of Health and Human Services ("HHS") under HIPAA. The agreement includes changes to HIPAA required by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the new HIPAA regulations issued by HHS on January 25, 2013. In reviewing the agreement, please note the following:

1. Section 2.1 of the contract sets forth our duties and responsibilities under HIPAA as a result of HITECH. Business associates are subject to the HIPAA privacy and security rules in a manner similar to the Plan, as a covered entity.

2. HITECH requires individuals, HHS and in some cases, the news media, to be notified in the event that unsecured protected health information ("PHI") is breached. Section 2.6 addresses the breach notification requirements. While the Plan (not the business associate) has the responsibility to provide these notifications under HITECH, under Section 2.6 we agree to do the following to assist you:

a. Notify the Plan promptly in the event we become aware of a breach, within 10 calendar days of discovery.

b. Notify affected individuals and the news media if we committed the breach or it was committed by our officer, employee, subcontractor or agent or is within our unique knowledge. In these circumstances, we will provide an advance copy of the

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notice to you for review and approval before it is sent. However, we expect you to promptly complete your review and not unreasonably withhold approval.

c. Maintain a log of breaches of unsecured PHI with respect to the Plan which we become aware of during a calendar year and submit it to you annually so you can notify HHS. This will occur on a calendar year basis.

3. Section 6.7 contains mutual indemnification language. In other words, if you or the Plan or one of your agents violates the HIPAA privacy and security rules and it causes us to incur liability you will indemnify us. Conversely, if we violate the HIPAA privacy or security rules and it causes you or the Plan to incur liability, we agree to provide indemnification.

The new HIPAA regulations are effective on March 26, 2013. However, covered entities and business associates generally have until September 23, 2013 to bring business associate agreements into compliance for the new requirements. There is a special transition rule which provides for an additional year (until September 23, 2014) for a compliant business associate agreement to be put in place. That transition rule applies where there was an existing business associate agreement between the parties on January 25, 2013 and that contract wasn't renewed or modified between March 26, 2013 and September 23, 2013. It is important for the parties to sign a new business associate agreement within these time requirements.

We understand that you may have your own version of a business associate agreement you would prefer that we sign rather than the enclosed version. Please understand that both versions should not be signed. Only the version signed last is controlling. For this reason, we request that our version of the agreement be signed. We make this request for the following reasons:


a. As stated above, this contract is based on the sample business associate agreement provisions issued by HHS. For this reason, we believe that it is fair to both parties.

b. The indemnification language reflected in the agreement is reciprocal and also recognizes the rights of each party.

Two copies of the contract are enclosed. If acceptable, please sign and date both copies. One copy is for your records. Please return the second signed copy to my attention. Thank you for your cooperation. If you have any questions, please contact me.

Sincerely,

Brown & Brown of Louisiana, LLC.

By 

Its Senior Vice President – Employee Benefits

Enclosure

MJ_DMS 11509253v2 62920-817

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EXHIBIT D

Business Associate Agreement

This Business Associate Agreement ("Agreement") is being entered into between Brown & Brown of Louisiana, LLC. ("Business Associate") and all of the Health Plans of **City of Long Beach MS** ("Covered Entity") to facilitate compliance with the HIPAA Rules. In consideration for the compensation paid to Business Associate to provide services relating to and on behalf of Covered Entity, the parties agree to the terms set forth in this Agreement.

Article I

Definitions

The following terms have the meanings described in this Article for purposes of the Agreement unless the context clearly indicates another meaning. Terms used, but not otherwise defined, in this Agreement have the same meaning as those terms in the Privacy Rule.

1.1 Business Associate

"Business Associate" means the person or entity described in the first paragraph of this Agreement.

1.2 CFR

"CFR means the Code of Federal Regulations.

1.3 Covered Entity

"Covered Entity" means all of the Health Plans maintained by Plan Sponsor.

1.4 Designated Record Set

"Designated Record Set" has the same meaning as the term "Designated Record Set" in 45 CFR 164.501.

1.5 Electronic Health Record

"Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.6 HIPAA

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996.

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1.7 HIPAA Rules

“HIPAA Rules” means the privacy, security, breach notification and enforcement rules of 45 CFR Parts 160 and 164.

1.8 HITECH Amendment

“HITECH Amendment” means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

1.9 Individual

“Individual” has the same meaning as the term “individual” in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.10 Plan Sponsor

“Plan Sponsor” means City of Long Beach MS

1.11 Protected Health Information

“Protected Health Information” has the same meaning as the term “Protected Health Information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.12 Required By Law

“Required By Law” has the same meaning as the term “required by law” in 45 CFR 164.103.

1.13 Secretary

“Secretary” means the Secretary of the Department of Health and Human Services or his designee.

1.14 Security Incident

“Security Incident” has the same meaning as the term “Security Incident” in 45 CFR 164.304.

Article 2

Obligations and Activities of Business Associate

Business Associate agrees to perform the obligations and activities described in this Article.

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2.1 Business Associate understands that it is subject to the HIPAA Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Rules for business associates, including, but not limited to, the following: Business Associate shall establish policies and procedures to ensure compliance with the HIPAA Rules. Business Associate shall train its workforce regarding the HIPAA Rules. Business Associate shall enter into a privacy/security agreement with Covered Entity. Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving Protected Health Information, and Business Associate shall conduct a security risk analysis.

2.2 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

2.3 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware.

2.6 Business Associate agrees to the following in connection with the breach notification requirements of the HIPAA Rules:

(a) If Business Associate discovers a breach of unsecured Protected Health Information, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within 10 calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured Protected Health Information has been or it has reasonably believed to have been breached and any other available information in Business Associate's possession which the Plan is required to include in the individual notice contemplated by 45 CFR 164.404.

(b) Notwithstanding the immediately preceding paragraph, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured Protected Health Information was committed by Business Associate or its employee, officer, subcontractor or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to

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Covered Entity. In such case, Business Associate will prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(c) Further, where a breach involves more than 500 individuals and was committed by the Business Associate or its employee, officer, subcontractor or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Again, Business Associate will prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(d) Business Associate shall either report breaches of unsecured Protected Health Information with respect to Covered Entity to the Secretary in accordance with 45 CFR 164.408 or alternatively, shall maintain a log of breaches of unsecured Protected Health Information with respect to Covered Entity and shall submit the log to Covered Entity within 30 calendar days following the end of each calendar year so that Covered Entity may report the breaches to the Secretary in accordance with 45 CFR 164.408(c).

2.7 Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate regarding Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement and the HIPAA Rules to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic Protected Health Information.

2.8 Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual or the Individual's designee in order to meet the requirements under 45 CFR 164.524. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.9 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526, or take any other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.10 Following receipt of a written request by Covered Entity, Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health

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Information received from, or created or received by Business Associate on behalf of, Covered Entity reasonably available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

2.11 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.

2.12 Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual or the Individual's designee, information collected in accordance with Section 2.10 of this Agreement, to permit Covered Entity to respond to a request by an Individual or the Individual's designee, for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.13 To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

Article 3

Permitted Uses and Disclosures by Business Associate

3.1 Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the underlying service agreement between Plan Sponsor and Business Associate with respect to the Health Plan(s), provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. If there is no underlying service agreement between Plan Sponsor and Business Associate with respect to the Health Plan(s), Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity for the purposes of payment, treatment or health care operations as those terms are defined in the HIPAA Rules, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Before proceeding with any such de-identification, Business Associate shall inform Covered Entity in writing of the manner in which it will de-identify the Protected Health Information and the proposed use and disclosure by the Business Associate of the de-identified information.

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3.2 Business Associate may use or disclose Protected Health Information as Required by Law.

3.3 Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.

3.4 Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in this Article.

3.5 Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.6 Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.7 Business Associate may use Protected Health Information to provide data aggregation services relating to the health care operations of the Covered Entity.

Article 4

Obligations of Covered Entity

4.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45

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CFR Part 164 if done by Covered Entity. However, there is an exception to this restriction if, pursuant to this Agreement, Business Associate uses or discloses Protected Health Information for data aggregation or management and administration and legal responsibilities of the Business Associate.

Article 5

Term and Termination

5.1 Term

This Agreement shall replace and take precedence over any prior business associate agreement entered into between the parties. It shall take effect on April 16th, 2019 and shall terminate on the date the Agreement is terminated as provided below.

5.2 Termination for Convenience

Either party may terminate this agreement for convenience on 60 days written notice.

5.3 Termination for Cause

Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines that Business Associate has violated a material term of the Agreement. In this situation, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within a reasonable time, as specified by Covered Entity; or
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.

5.4 Effect of Termination

(a) Except as provided in subparagraph (b) upon termination of this Agreement, for any reason, Business Associate shall return or if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is necessary for its own management and administration or to carry out its legal responsibilities and Business Associate determines that it needs to retain the Protected Health Information for such purposes after termination

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of the Agreement, Business Associate agrees to the following restrictions set forth in this subsection. Specifically, upon termination of this Agreement, for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

- (i) Retain only the Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (ii) Return to Covered Entity or if agreed to by Covered Entity, destroy the remaining Protected Health Information that Business Associate still maintains in any form;
 - (iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;
 - (iv) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which the Protected Health Information was retained and subject to the same conditions set out in Sections 3.5 and 3.6 which apply prior to termination; and
 - (v) Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- (c) Notwithstanding any other provision of this Section, Covered Entity may authorize Business Associate to transmit Protected Health Information to another Business Associate of the Covered Entity at termination pursuant to Covered Entity's written instructions.
- (d) This Section shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate and Business Associate shall be obligated to ensure the return or destruction (if agreed to by Covered Entity) of such Protected Health Information.

Article 6

Miscellaneous

6.1 Notice

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of

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the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

Business Associate:

Brown & Brown of Louisiana, LLC.

Contact Person: Stacey Bienvenu, Senior Vice President – Employee Benefits

Post Office Box 81248

Lafayette, LA 70598

Covered Entity:

Health Plans of: City of Long Beach MS

Contact Person: Stacey Dahl or May George Bass

201 Jeff Davis, PO Box 929; Long Beach, MS 39560

6.2 Regulatory References

A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

6.3 Amendment

This Agreement may only be amended in a written document signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

6.4 Survival

The rights and obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.

6.5 Interpretation

Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

6.6 Successors

This Agreement is binding on each party's legal successors.

6.7 Indemnification

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Regardless of whether Business Associate is Covered Entity's agent, Business Associate agrees to indemnify and hold harmless Covered Entity, Plan Sponsor and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorney's fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Business Associate or its subcontractors or agents in violation of this Agreement.

6.8 No Beneficiaries

Nothing expressed or implied in this Agreement is intended to confer, nor shall anything confer, upon any person other than the Covered Entity, Plan Sponsor and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.

Brown & Brown of Louisiana, LLC.
(Business Associate)

Dated: 4/23/19

By: Stacey Bieneman

Its Senior Vice President – Employee Benefits

Health Plans of
City of Long Beach MS
(Covered Entity)

Dated: 4/23/19

By: George Brown

Its Mayor

Alderman Griffin made motion seconded by Alderman Lishen and unanimously carried to approve Minute Book #90, as the next numbered book in consecutive order.

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ORDINANCE NO. 644

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI AMENDING ORDINANCE NUMBER 589 ESTABLISHING AN EXEMPTION FOR CERTAIN QUALIFYING PROJECTS FROM THE PAYMENT OF BUILDING PERMIT AND RELATED FEES, AND PROVIDING FOR THE PAYMENT BY PERMITEES OF THIRD PARTY INSPECTION OR REVIEW FEES, FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Long Beach, Mississippi (the "Governing Authorities") have the authority to establish a fee schedule for the issuance of various permits required in the planning and building department of the City; and

WHEREAS, by enactment of Ordinance No. 478, as subsequently amended by Ordinance No. 494 and Ordinance No. 589 the Governing Authorities have heretofore adopted the provisions of the International Building Code which code requires the provision of certain services by the City and the issuance of certain building and related permits, and the establishment and imposition of the fees and costs for same and the penalty for failure to pay same; and

WHEREAS, the Governing Authorities having now made further due investigation do now find, determined, adjudicate and declare that a change in said ordinance is necessary and reasonable, and in the best interests of the City;

NOW THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, that Ordinance No. 589 be amended by deleting the existing Section 3 and adding the following new Sections 3, 4 and 5 as follows:

SECTION 3. WAIVER OF PERMIT FEES

In the discretion of the Board of Aldermen, permit fees may be waived for projects constructed by or on behalf of a public entity or a non-profit entity certified as tax exempt under Section 501(c) of the Internal Revenue Code.

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SECTION 4. THIRD PARTY REVIEW

In the event that, due to the nature or size of a project, third party inspectors are required to be engaged by the City to assist municipal inspectors in reviews and/or perform inspections, the actual cost of such reviews and/or inspections shall be billed to and paid by the permittee.

SECTION 5. EFFECTIVE DATE

This ordinance shall take effect and be in force thirty (30) days after its adoption, publication and enrollment thereof as provided by law.

The above and foregoing Ordinance No. 644 was introduced in writing by Alderman Bennett who moved its adoption. Alderman Frazer seconded the motion to adopt the Ordinance, and after discussion, no member of the Board of Aldermen having requested the Ordinance to be read by the City Clerk, and the question being put to a roll call vote, the result was as follows:

Alderman Ronald Robertson	voted	Aye
Alderman Timothy McCaffrey Jr.	voted	Aye
Alderman Kelly Griffin	voted	Aye
Alderman Bernie Parker	voted	Absent, Not Voting
Alderman Mark E. Lishen	voted	Aye
Alderman Patricia Bennett	voted	Aye
Alderman Donald Frazer	voted	Aye

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the said Ordinance Number 644 adopted and approved this, the 16th day of April, 2019.

APPROVED:



GEORGE BASS, MAYOR

ATTEST:



STACEY DAHL, CITY CLERK

Minutes of April 16, 2019
Mayor and Board of Aldermen

CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

I, the undersigned, Stacey Dahl, City Clerk within and for the City of Long Beach, Mississippi, do hereby certify that the above and foregoing is a true and correct copy of that certain Ordinance #644 of the City of Long Beach, Mississippi, adopted by the Mayor and Board of Aldermen at a regular meeting duly held and convened on the 16th day of April, 2019, as the same appears of record in Ordinance Book #9, pages 52-54, inclusive, in my office at the City Hall in said City.

Given under my hand and the official seal of my office this the 16th day of April, 2019.

Stacey Dahl
Stacey Dahl, City Clerk

-SEAL-



It was the consensus of the Board to address the School District's Building Permit Fee waiver after Ordinance #644 becomes effective.

Alderman Bennett made motion seconded by Alderman Griffin and unanimously carried to meet in Closed Session to preliminarily determine whether or not to declare an Executive Session.

Upon discussion, in Closed Session, Alderman Lishen made motion seconded by Alderman Frazer and carried unanimously to adjourn Closed Session, and return to open session, whereupon Alderman Griffin made motion seconded by Alderman Bennett and unanimously carried to meet in Executive Session for the transaction of public business, to-wit: to discuss with and seek the legal advice and counsel of the City Attorney regarding pending litigation.

**Minutes of April 16, 2019
Mayor and Board of Aldermen**

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried, whereupon, the Mayor and Board of Aldermen met in Executive Session.

The meeting resumed in open session and, based upon discussion held in Executive Session, no official action was required or taken.

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

Fire Department:

- Resignation, Firefighter William Rhoads, effective April 4, 2019
- Retirement, Driver/Operator Jacob Heinrichs, effective June 30, 2019
- New Hire, Fire Fighter Michael Brown, FS-7-Basic, effective May 1, 2019
- Promotion, Lieutenant Brad McGill, FS-12-VI, effective July 1, 2019
- Promotion, Shift Battalion Chief Richard Scott, FS-13-VI, effective July 1, 2019
- Stipend Removal, Driver/Operator Josh Allen, \$1,200/year, effective April 1, 2019

Police Department:

- New Hire, Part-Time Detective Rodger Ladner, \$16.50 per hour, effective April 9, 2019

Alderman Lishen made motion seconded by Alderman Griffin and unanimously carried to accept the March 2019 Revenue/Expense Report, as submitted.

Alderman Frazer made motion seconded by Alderman Robertson and unanimously carried to approve the following Budget Amendment FY 2019 for the Streets & Drainage department:

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City of Long Beach Budget Amendment Request

Fund Name	General	Date	4/16/2019
Department #	311	Budget Entry #	
Department Name	Streets & Drainage		


	Original Budget	Prior Amendments	This Amendment	Revised Budget
Motor Vehicle Repairs 311-611300	20,000	-	423	20,423
Refund	-	-	(423)	(423)

Amendment to budget refund recieved on returned parts.

Amendment #12



MEMO

TO: Kini Gonsoulin
 FROM: Joe Culpepper 
 DATE: April 5, 2019
 RE: Turan-Foley Credit – See attached credit

I would like to add this to the next Board meeting Agenda for approval. Turan-Foley issued a \$423.11 credit for returned parts. Check has been given to Kini Gonsoulin and adjustment needs to be made to credit account code 311-6113-00.

Thank you.

Minutes of April 16, 2019
Mayor and Board of Aldermen

Alderman Robertson made motion seconded by Alderman Lishen and unanimously carried to award the New Concrete Slab & Driveway at Fuel Facility to Twin L. Construction based on the following recommendation of City Engineer David Ball:

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



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

April 12, 2019

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

RE: LB Harbor – New Concrete Slab & Driveway at Fuel Facility

Ladies and Gentlemen:

We requested quotes from several local contractors to construct a new concrete slab at the LB Harbor fuel facility. We received three quotes and a tabulation of the quotes is attached hereto, along with a copy of each quote. The low price was offered by Twin L Construction, Inc. with a total price of \$46,000. While the price is higher than we anticipated, all three bids offered were within 10%, suggesting fairly competitive bidding. Based on that, we believe it unlikely that better prices would be obtained by a 2nd bid process. Therefore, we recommend award of the referenced work to the Twin L Construction and the issuance of a Purchase Order to them in the amount of their quote.

Sincerely,

David Ball, P.E.

DB:1024
 Enclosure

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CITY OF LONG BEACH
NEW CONCRETE SLAB & DRIVEWAY AT LONG BEACH SMALLCRAFT HARBOR FUEL FACILITY

4/12/2019

CONTRACTORS BIDDING:			Twin L Construction, Inc. Pass Christian, MS		Landmark Contracting Gulfport, MS		JLB Contractors, LLC Long Beach, MS	
ITEM NO.	ITEM	QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1-A	REMOVE EXISTING DRIVEWAY & OTHER DEMOLITION ITEMS	1 L.S.	\$ 1,800.00	\$ 1,800.00	\$ 3,000.00	\$ 3,000.00	\$ 400.00	\$ 400.00
1-B	NEW CONCRETE SLAB & DRIVEWAY	1 L.S.	\$ 42,700.00	\$ 42,700.00	\$ 42,000.00	\$ 42,000.00	\$ 45,000.00	\$ 45,000.00
1-C	RECONNECT SEWAGE PUMPOUT & MISCELLANEOUS SITEWORK	1 L.S.	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00
TOTAL BID			\$ 46,000.00		\$ 48,000.00		\$ 49,900.00	

PROPOSAL FOR

**"NEW CONCRETE SLAB & DRIVEWAY
AT LONG BEACH SMALLCRAFT HARBOR FUEL FACILITY"**

MAYOR AND BOARD OF ALDERMEN
LONG BEACH PORT COMMISSION
LONG BEACH, MISSISSIPPI

Ladies and Gentlemen:

Pursuant to your request for quotes, we Twin L Construction, Inc. (Name of Company) residing at 8310 Highway 60, Pass Christian, MS 39571 (Company Address), do hereby submit this our proposal for furnishing of all labor, tools, and equipment needed to decommission, close, and remove all facilities associated with a fuel facility in the Long Beach Small Craft Harbor as indicated in the Drawings and Specifications shown herein. Contractor will furnish all materials, equipment, and labor as may be required to satisfactorily complete this work.

GENERAL REQUIREMENTS:

- (1) In order to be considered, all proposals should be returned to the office of the City Engineer, Overstreet & Associates, at 161 Lameuse St., Suite 203, Biloxi, MS, 39530. Completed proposals may be returned via email (david@overstreeteng.com), mail, or by hand-delivery.
- (2) Owner intends to issue a purchase order to the Contractor providing the lowest and best quote for this project, as provided for under State Law for procurement of construction contracts under \$50,000.
- (3) Contractor must furnish to the Owner proof of vehicular and public liability insurance in the amount of not less than \$1,000,000, prior to commencement of the work.
- (4) The City of Long Beach and Overstreet & Associates shall be named as additional insureds on all policies.
- (5) Failure of the contractor to commence work under the terms of this contract within 15 calendar days from the Owner's notification of the issuance of a purchase order shall be justification for the cancellation of the contract without penalty to either party.
- (6) All work under this contract must be fully completed within 30 calendar days from the Owner's notification of the issuance of a purchase order. If contractor fails to complete the work within this time without cause or reason satisfactory to Owner, the payment for the completed work shall be reduced by the sum of two hundred dollars (\$200) for each and every calendar day which the work remained incomplete after expiration of the allowed time.
- (7) Payment for the completed work will be made in one lump sum, after approval by the Board of Aldermen at the next Board Meeting subsequent to the completion of work. No partial payments will be allowed.
- (8) Payment and performance bonds will be required for quotes that are in excess of \$25,000.00.
- (9) Contractor shall warrant his work against defects in materials and workmanship for a period of one year following final payment of the project by the City.
- (10) The price quoted shall include any and all applicable taxes or fees and costs, and shall be in full consideration of all expenses incurred in performing the work.
- (11) Contractor shall submit all material "cut sheets" and a list of any sub-contractors within 14-days of Owner's notification of issuance of a purchase order.

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CONSTRUCTION REQUIREMENTS:

(1) Per the attached Drawings (Sheets 01-06) and Technical Specifications (Pages 1-4).

PRICE:

Contractor proposes to furnish all labor, tools, and equipment to prepare the site with a concrete slab and driveway for a new mobile fuel facility in accordance with the Drawings and Specifications and as described herein, at the below prices.

BASE QUOTE:

1-A - REMOVE EXISTING DRIVEWAY & OTHER DEMOLITION ITEMS

One thousand eight hundred & no/100 (\$ 1800.00)) LUMP SUM
(AMOUNT IN WORDS) (AMOUNT IN NUMBERS)

1-B - NEW CONCRETE SLAB AND DRIVEWAY

Forty two thousand seven hundred & no/100 (\$ 42,700.00)) LUMP SUM

1-C - RECONNECT SEWAGE PUMPOUT & MISCELLANEOUS SITEWORK

One thousand five hundred & no/100 (\$ 1500.00)) LUMP SUM

TOTAL AMOUNT OF QUOTE (ITEM 1-A + ITEM 1-B + ITEM 1-C):

Forty six thousand & no/100 (\$ 46,000.00))
(AMOUNT IN WORDS) (AMOUNT IN NUMBERS)

The Owner reserves the right to award the work to the Contractor providing the lowest and best price, at its own discretion.

RESPECTFULLY SUBMITTED:

DATE: 4-11-19

FIRM NAME OF CONTRACTOR: Twin L Construction, Inc.

SIGNED BY (Name & Title): Richard Ledner - President

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Mayor and Board of Aldermen

ADDRESS OF FIRM: 8290 Firetower Rd

CITY AND STATE: PascAGO, MS TELEPHONE: 228-255-7930
39571

Minutes of April 16, 2019 Mayor and Board of Aldermen

PROPOSAL FOR

"NEW CONCRETE SLAB & DRIVEWAY AT LONG BEACH SMALLCRAFT HARBOR FUEL FACILITY"

MAYOR AND BOARD OF ALDERMEN
LONG BEACH PORT COMMISSION
LONG BEACH, MISSISSIPPI

Ladies and Gentlemen:

Pursuant to your request for quotes, we LANDMARK CONTRACTING (Name of Company) residing at 11147 OLD HWY 49, GULFPORT (Company Address), do hereby submit this our proposal for furnishing of all labor, tools, and equipment needed to decommission, close, and remove all facilities associated with a fuel facility in the Long Beach Small Craft Harbor as indicated in the Drawings and Specifications shown herein. Contractor will furnish all materials, equipment, and labor as may be required to satisfactorily complete this work.

GENERAL REQUIREMENTS:

- (1) In order to be considered, all proposals should be returned to the office of the City Engineer, Overstreet & Associates, at 161 Lameuse St., Suite 203, Biloxi, MS, 39530. Completed proposals may be returned via email (david@overstreeteng.com), mail, or by hand-delivery.
- (2) Owner intends to issue a purchase order to the Contractor providing the lowest and best quote for this project, as provided for under State Law for procurement of construction contracts under \$50,000.
- (3) Contractor must furnish to the Owner proof of vehicular and public liability insurance in the amount of not less than \$1,000,000, prior to commencement of the work.
- (4) The City of Long Beach and Overstreet & Associates shall be named as additional insureds on all policies.
- (5) Failure of the contractor to commence work under the terms of this contract within 15 calendar days from the Owner's notification of the issuance of a purchase order shall be justification for the cancellation of the contract without penalty to either party.
- (6) All work under this contract must be fully completed within 30 calendar days from the Owner's notification of the issuance of a purchase order. If contractor fails to complete the work within this time without cause or reason satisfactory to Owner, the payment for the completed work shall be reduced by the sum of two hundred dollars (\$200) for each and every calendar day which the work remained incomplete after expiration of the allowed time.
- (7) Payment for the completed work will be made in one lump sum, after approval by the Board of Aldermen at the next Board Meeting subsequent to the completion of work. No partial payments will be allowed.
- (8) Payment and performance bonds will be required for quotes that are in excess of \$25,000.00.
- (9) Contractor shall warrant his work against defects in materials and workmanship for a period of one year following final payment of the project by the City.
- (10) The price quoted shall include any and all applicable taxes or fees and costs, and shall be in full consideration of all expenses incurred in performing the work.
- (11) Contractor shall submit all material "cut sheets" and a list of any sub-contractors within 14-days of Owner's notification of issuance of a purchase order.

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CONSTRUCTION REQUIREMENTS:

(1) Per the attached Drawings (Sheets 01-06) and Technical Specifications (Pages 1-4).

PRICE:

Contractor proposes to furnish all labor, tools, and equipment to prepare the site with a concrete slab and driveway for a new mobile fuel facility in accordance with the Drawings and Specifications and as described herein, at the below prices.

BASE QUOTE:

1-A -- REMOVE EXISTING DRIVEWAY & OTHER DEMOLITION ITEMS

THREE THOUSAND AND ^{NO}/₁₀₀ (AMOUNT IN WORDS) (\$ 3,000⁰⁰) (AMOUNT IN NUMBERS)) LUMP SUM

1-B -- NEW CONCRETE SLAB AND DRIVEWAY

FORTY TWO THOUSAND (AMOUNT IN WORDS) (\$ 42,000⁰⁰) (AMOUNT IN NUMBERS)) LUMP SUM

1-C -- RECONNECT SEWAGE PUMPOUT & MISCELLANEOUS SITEWORK

THREE THOUSAND AND ^{NO}/₁₀₀ (AMOUNT IN WORDS) (\$ 3,000⁰⁰) (AMOUNT IN NUMBERS)) LUMP SUM

TOTAL AMOUNT OF QUOTE (ITEM 1-A + ITEM 1-B + ITEM 1-C):

FOURTY EIGHT THOUSAND (AMOUNT IN WORDS) (\$ 48,000⁰⁰) (AMOUNT IN NUMBERS))

The Owner reserves the right to award the work to the Contractor providing the lowest and best price, at its own discretion.

RESPECTFULLY SUBMITTED:

DATE: 4/11/19

FIRM NAME OF CONTRACTOR: LANDMARK CONTRACTING, INC.

SIGNED BY (Name & Title):  STEVEN WALLER

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Mayor and Board of Aldermen

ADDRESS OF FIRM: 11147 OLD HWY 49 GULFPORT, MS 39503
PO Box 2391 39505
CITY AND STATE: GULFPORT, MS TELEPHONE: 728 831 4425

**Minutes of April 16, 2019
Mayor and Board of Aldermen**

PROPOSAL FOR

**"NEW CONCRETE SLAB & DRIVEWAY
AT LONG BEACH SMALLCRAFT HARBOR FUEL FACILITY"**

MAYOR AND BOARD OF ALDERMEN
LONG BEACH PORT COMMISSION
LONG BEACH, MISSISSIPPI

Ladies and Gentlemen:

Pursuant to your request for quotes, we J&B Contractors, LLC. (Name of Company) residing at 21244 Johnson Rd. Long Beach, MS. 39500 (Company Address), do hereby submit this our proposal for furnishing of all labor, tools, and equipment needed to decommission, close, and remove all facilities associated with a fuel facility in the Long Beach Small Craft Harbor as indicated in the Drawings and Specifications shown herein. Contractor will furnish all materials, equipment, and labor as may be required to satisfactorily complete this work.

GENERAL REQUIREMENTS:

- (1) In order to be considered, all proposals should be returned to the office of the City Engineer, Overstreet & Associates, at 161 Lameuse St., Suite 203, Biloxi, MS, 39530. Completed proposals may be returned via email (david@overstreeteng.com), mail, or by hand-delivery.
- (2) Owner intends to issue a purchase order to the Contractor providing the lowest and best quote for this project, as provided for under State Law for procurement of construction contracts under \$50,000.
- (3) Contractor must furnish to the Owner proof of vehicular and public liability insurance in the amount of not less than \$1,000,000, prior to commencement of the work.
- (4) The City of Long Beach and Overstreet & Associates shall be named as additional insureds on all policies.
- (5) Failure of the contractor to commence work under the terms of this contract within 15 calendar days from the Owner's notification of the issuance of a purchase order shall be justification for the cancellation of the contract without penalty to either party.
- (6) All work under this contract must be fully completed within 30 calendar days from the Owner's notification of the issuance of a purchase order. If contractor fails to complete the work within this time without cause or reason satisfactory to Owner, the payment for the completed work shall be reduced by the sum of two hundred dollars (\$200) for each and every calendar day which the work remained incomplete after expiration of the allowed time.
- (7) Payment for the completed work will be made in one lump sum, after approval by the Board of Aldermen at the next Board Meeting subsequent to the completion of work. No partial payments will be allowed.
- (8) Payment and performance bonds will be required for quotes that are in excess of \$25,000.00.
- (9) Contractor shall warrant his work against defects in materials and workmanship for a period of one year following final payment of the project by the City.
- (10) The price quoted shall include any and all applicable taxes or fees and costs, and shall be in full consideration of all expenses incurred in performing the work.
- (11) Contractor shall submit all material "cut sheets" and a list of any sub-contractors within 14-days of Owner's notification of issuance of a purchase order.

Minutes of April 16, 2019 Mayor and Board of Aldermen

CONSTRUCTION REQUIREMENTS:

(1) Per the attached Drawings (Sheets 01-06) and Technical Specifications (Pages 1-4).

PRICE:

Contractor proposes to furnish all labor, tools, and equipment to prepare the site with a concrete slab and driveway for a new mobile fuel facility in accordance with the Drawings and Specifications and as described herein, at the below prices.

BASE QUOTE:

1-A – REMOVE EXISTING DRIVEWAY & OTHER DEMOLITION ITEMS

Four Hundred Dollars (\$ 400.00) LUMP SUM
(AMOUNT IN WORDS) (AMOUNT IN NUMBERS)

1-B – NEW CONCRETE SLAB AND DRIVEWAY

Forty Five Thousand Dollars (\$ 45,000.00) LUMP SUM

1-C – RECONNECT SEWAGE PUMPOUT & MISCELLANEOUS SITEWORK

Four Thousand Five Hundred Dollars (\$ 4,500.00) LUMP SUM

TOTAL AMOUNT OF QUOTE (ITEM 1-A + ITEM 1-B + ITEM 1-C):

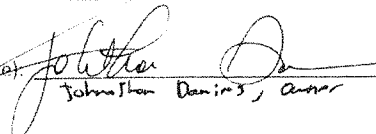
Forty Nine Thousand Nine Hundred Dollars (\$ 49,900.00)
(AMOUNT IN WORDS) (AMOUNT IN NUMBERS)

The Owner reserves the right to award the work to the Contractor providing the lowest and best price, at its own discretion.

RESPECTFULLY SUBMITTED:

DATE: 4-12-19

FIRM NAME OF CONTRACTOR: JLB Contractors LLC.

SIGNED BY (Name & Title): 
Johnathan Daniels, owner

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Mayor and Board of Aldermen

ADDRESS OF FIRM: 2124 Johnson Road

CITY AND STATE: Long Beach, Ms. TELEPHONE: 218-863-0303

Alderman Griffin made motion seconded by Alderman McCaffrey and
unanimously carried to approve the following Paving-Term Bid Schedule:

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



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

April 12, 2019

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

RE: Long Beach Paving – Term Bid

Ladies and Gentlemen:

We have nearly completed the Bid Documents for the referenced project, and are ready to request pricing for this term bid, following our typical advertisement process. Therefore, if it pleases the Board, we recommend the following advertising schedule:

Authorize Advertisement:	April 16, 2019
First Advertisement:	April 26, 2019
Second Advertisement:	May 3, 2019
Receive Bids:	May 28, 2019

If approved, we hope to have a Bid Tabulation and Recommendation of Award at the June 4, 2019 meeting.

Sincerely,

David Ball, P.E.

DB:1044

The Mayor apprised the Board regarding discussions with Utility Partners to provide maintenance on the canals, to be reimbursed by the Long Beach Water Management District.

The Mayor recognized the City Attorney for his report, whereupon he discussed the following:

- Mr. Simpson apprised the Board that the City has received an application to install a cell tower, and although the City has a 45 foot height restriction, it does

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Mayor and Board of Aldermen**

not apply to cell towers, and the erection of a cell tower in a C-2 zone is permissible with Planning & Zoning Commission approval.

- Mr. Simpson apprised the Board that someone had purchased the property where the Alverado Drive life station is located through a tax sale. He said he would continue to investigate this mistake, as that property should be owned by the City and not be on the tax rolls.
- Mr. Simpson apprised the board that we received a new lawsuit to vacate a condominium plat. He would be bringing back a recommendation at the next meeting.
- Mr. Simpson stated that the developers of Castine Point Phase I had requested a release of their warranty bond letter of credit due to the two year warranty period expiration. David Ball confirmed that there were no outstanding warranty issues. Alderman Robertson made motion seconded by Alderman Frazer and unanimously carried to release the Castine Point Phase I letter of credit.

**Minutes of April 16, 2019
Mayor and Board of Aldermen**

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Griffin made motion seconded by Alderman McCaffrey 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

Alderman Kelly Griffin, 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