

**Minutes of April 7, 2020
Mayor and Board of Aldermen**

MUNICIPAL DOCKET
REGULAR MEETING OF APRIL 7, 2020
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. PUBLIC HEARINGS
 - 1. 205 Lawler Ave; assessed to Alvin & Wife Ashe
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
 - 1. Child Abuse Prevention Month
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET
- VII. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. March 17, 2020 – Regular
 - b. March 21, 2020 – Emergency
 - c. March 31, 2020 – Emergency
 - 2. PLANNING & DEVELOPMENT COMMISSION
 - a. March 26, 2020 – No Quorum
 - 3. PORT COMMISSION
 - a. March 19, 2020 – No Quorum
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 040720
- IX. UNFINISHED BUSINESS
- X. NEW BUSINESS
 - 1. Special Event App & Waive Fee Request – Jeepin The Coast
 - 2. Special Event App & Waive Fee Request – Christian Motorcycle Assoc; Son & Sand Rally
 - 3. Waive Fee Request – Cynthia Shields; Mental Health Awareness
 - 4. Inspection Services - Stephens Mechanical Engineering LLC
 - 5. Sub-Award Grant – MDEQ; Trautman Drainage Basin Wastewater Sys Upgrades
 - 6. Resolution – Reallocate Tidelands Funds
 - 7. Bid Award – NRCS Drainage Project
 - 8. Order – Consideration of Mississippi Franchise Agreement
 - 9. Ordinance – Emergency Pay
 - 10. Ratify – Temporary Dismissal of Non-Essential Employees
 - 11. Resolution – Temporary Waiving of Utility Late Fees
- XI. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. PERSONNEL
 - a. Fire Department – Step Increase (2)
 - b. Police Department – Step Increase (2)
 - 3. CITY CLERK
 - 4. FIRE DEPARTMENT
 - 5. POLICE DEPARTMENT
 - 6. ENGINEERING
 - a. Request to Advertise – Hurricane Nate Repairs; Harbor Master Building
 - b. Asphalt Overlays – Group 5
 - 7. PUBLIC WORKS
 - 8. RECREATION
 - 9. DERELICT PROPERTIES
 - a. Update on 108 Park Row Condemnation – Alderman Frazer
- XII. REPORT FROM CITY ATTORNEY
- XIII. ADJOURN (OR) RECESS

**Minutes of April 7, 2020
Mayor and Board of Aldermen**

Be it remembered that a public hearing before the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held, at 5:00 o'clock p.m., Tuesday, the 7th day of April, 2020, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed by order of the Mayor and Board of Aldermen for holding said public hearing.

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

It was noted that Aldermen Donald Frazer, Ronald Robertson, Bernie Parker, Kelly Griffin, Timothy McCaffrey, Jr., Mark E. Lishen, Patricia Bennett, and City Attorney James C. Simpson, Jr. were present via telephone due to Proclamation of Emergency regarding Covid-19 virus.

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

The public hearing was called to order to determine whether or not a parcel of property situated in the City of Long Beach, located at 205 Lawler Ave. and assessed to Alvin & Wife Ashe, Map Parcel #0611P-04-061.000, is in such a state of uncleanliness as to constitute a menace to the public health and safety of the community.

After consulting with the City Attorney, Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to recess this public hearing until May 5, 2020 due to limited access to City Hall because of Covid-19 pandemic.

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in April, 2020, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

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

**Minutes of April 7, 2020
Mayor and Board of Aldermen**

It was noted that Aldermen Donald Frazer, Ronald Robertson, Bernie Parker, Kelly Griffin, Timothy McCaffrey, Jr., Mark E. Lishen, Patricia Bennett and City Attorney James C. Simpson Jr. were present via telephone due to Proclamation of Emergency regarding Covid-19 virus.

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

Mayor Bass proclaimed April 2020 as Child Abuse Prevention Month.

Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to approve the minutes of the following Mayor and Board of Aldermen meetings, as submitted:

- March 17, 2020 – Regular
- March 21, 2020 – Emergency
- March 31, 2020 – Emergency

The Mayor and Board of Aldermen acknowledged the No Quorum minutes of the Planning & Development Commission meeting dated March 26, 2020.

The Mayor and Board of Aldermen acknowledged the No Quorum minutes of the Port Commission meeting dated March 19, 2020.

Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to approve payment of invoices listed in Docket of Claims number 040720, with the exception of Invoice #6 to Innovative Builders for \$3,613.73. The final acceptance package was not submitted to the Board to authorize final payment.

**Minutes of April 7, 2020
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to approve the following Special Event Application for Jeepin' The Coast and waive any applicable fees, contingent upon having their insurance policy in place and the State of Emergency for Covid-19 being lifted before the scheduled event:



01/23/2020

City of Long Beach Mayor's Office
Long Beach Board of Aldermen

To Whom It May Concern:

In May 2019 we hosted our first 4 day "*Jeepin the Coast*" event on the Mississippi Gulf Coast. We had over 2,000 jeep enthusiasts and countless spectators. Due to the overwhelming response, we are expecting this number to increase for this year's event.

JTC 2020 will be held on May 28th - 30th. Our "Jeep Central" will be located in the Beautiful City of Long Beach.

Our 2019 event proved to be a success for us and the City of Long Beach. At this time, we are asking to use the County Stage for the concert on Long Beach Town Green and for you to consider waiving the rental fees for our 2020 event.

Please feel free to contact me at any time at 228-697-7347.

Sincerely,

Jennifer Moran
Jeepin The Coast

P.O. Box 2963 • Gulfport, MS • 39505 • 228-697-9584
Visit us at www.jeeprthecoast.com

Minutes of April 7, 2020
Mayor and Board of Aldermen

May 28-31, 2020
Thursday - Sunday
7:00 AM - 10:00 AM
5/28 - 5/31
Jeeping the Coast
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: 3/9/20 Time: 1:30 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: JENNIFER MORAN PRODUCTIONS LLC

Organization Address: PO Box 2963 Gulfport, MS 39505

Organization Agent: Jennifer Moran Title: President

Phone: 228-697-7347 Work Home _____ During event 697-7347

Agent's Address: _____

Agent's E-Mail Address: jeepinthecoast@gmail.com

Event Name: Jeeping the Coast

Please give a brief description of the proposed special event: _____

Jeep parade + vendors

Jeep central at Town Green

Event Day(s) & Date(s): May 28-31st, 2020 Event Time(s): 7AM - 10AM

Set-Up Date & Time: May 28th Tear-Down Date & Time: May 31st

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? 2

ADOPTED: 11.15.11-BOARD ACTION

Minutes of April 7, 2020
Mayor and Board of Aldermen

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

STREET CLOSURES: Start Date/ Time: 5-30-20 ^{5am} through Date/ Time 5-30-20 ^{8pm}

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:
Just a few at Town Green

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? 5000 - 7500

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? 4

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.)
Police Dept. assistance

ADOPTED: 11.15.11-BOARD ACTION

**Minutes of April 7, 2020
Mayor and Board of Aldermen**

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

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

related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

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

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

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

3-4-20
Date


Signature of Sponsoring Organization's Agent

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

ADOPTED: 11.15.11-BOARD ACTION

Minutes of April 7, 2020 Mayor and Board of Aldermen

Event Title: JEEP IN THE COAST

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

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

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

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

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

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

Parks/REC: GP 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 7, 2020
Mayor and Board of Aldermen

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

Group / Individual Name (Permit tee):

JENNIFER MORAN Productions DBA Jeepin the Coast

Telephone Number: 228-697-7347
Home Work Cell

Street Address: PO Box 2963

City Gulfport State MS Zip 39505

Type of Event: _____

Start Time: May 29th 7AM

Closing Time: May 31st 10AM

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on
May 29-31, 2020
(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 Jennifer Moran Date: 2-18-20

Rental Fee \$ _____ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of April 7, 2020
Mayor and Board of Aldermen

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 JENNIFER MORAN, 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 4th day of March, 2020

Authorized Signature Jennifer Moran

Witness _____

~ 2 ~

Minutes of April 7, 2020
Mayor and Board of Aldermen

Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to approve the following Special Event Application for the Christian Motorcycle Association Son & San Rally and waive any applicable fees:

Good Morning Mayor and Board of Aldermen,

My husband and I are members of CMA (Christian Motorcycle Association) and every year we have a State Rally, where members from all over the state of MS come together for a weekend of fellowship, praise, worship and refreshing. This year our State Rally will be September 25th, 26th & 27th of 2020 and we would like to hold this event in Long Beach, MS on the Town Green. We believe it would be a perfect location for our friends to ride and enjoy the beauty that Long Beach and the surrounding towns have to offer.

Due to the fact this is our State Rally and we are a Christian non-profit organization we are respectfully requesting that any fees for this event will be waived.

Thank you for your consideration in this matter and we are excited about what great things the Lord has in store for this Rally and for the town of Long Beach during this weekend.

Thank you,

David and Gail Thomas

CMA South Central Regional Area Reps

**Minutes of April 7, 2020
Mayor and Board of Aldermen**

**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: 12/12/19 Time: 3:50 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: Christian Motorcyclists Assoc.

Organization Address: 4278 Hwy 715 Mena, AR 71953

Organization Agent: Gail Thomas Title: South Central MS Area Rep.
(Gail) (David)

Phone: 228-243-6633 Work Home 228-731-0730 During event Both

Agent's Address: 320 Ferguson Ave. Long Beach, MS 39560

Agent's E-Mail Address: GailThomas0920@yahoo.com

Event Name: SON + Sand Rally

Please give a brief description of the proposed special event: Friday +

Saturday concerts, Bike show, Bike ride,

Activities for children,

Church Service ON Sunday 9 AM,

Friday, Saturday, Sunday
Event Day(s) & Date(s): 9/25 to 9/27/20 Event Time(s): _____

Set-Up Date & Time: 9/25/20 12 noon Tear-Down Date & Time: 9/27/20 - 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? several years, different locations

ADOPTED: 11.15.11-BOARD ACTION

Minutes of April 7, 2020
Mayor and Board of Aldermen

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

STREET CLOSURES: Start Date/ Time: 9/25/20 NOON through Date/ Time 9/26/20 NOON

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:

Around the TOWN Green, 3rd + 4th St
Jeff Davis in front of TOWN Green

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

**Minutes of April 7, 2020
Mayor and Board of Aldermen**

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

Earth Coming

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.

12/10/19
Date

Hail Thomas
Signature of Sponsoring Organization's Agent

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

ADOPTED: 11.15.11-BOARD ACTION

Minutes of April 7, 2020
Mayor and Board of Aldermen

Event Title: Christian Motorcycle Assoc. 9/25-9/27/20

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

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

Police Dept.: uv Recommend Approval: (YES) NO Est. Economic Impact: \$ 0

Fire Dept.: 1st Recommend Approval: (YES) NO Est. Economic Impact: \$ 0

Public Works: J Recommend Approval: (YES) NO Est. Economic Impact: \$ 0

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

Parks/REC: RJP 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 7, 2020
Mayor and Board of Aldermen

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

Group / Individual Name (Permit tee):

Christian motorcyclists Association, CMA/David+Gail Thomas

Telephone Number: *228-731-0732/228-213-6633*

Street Address: *320 Ferguson Avenue*

City: *Long Beach* State: *MS* Zip: *39560*

Type of Event: *CMA State Rally*

Start Time: *12 NOON ON 9-25-20*

Closing Time: *1pm ON 9-27-20*

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on *9-25 to 9-27-2020*

(Date) *Sunday, Saturday, Sunday*

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 *Gail Thomas* Date: *12-10-19*

Rental Fee \$ _____ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of April 7, 2020
Mayor and Board of Aldermen

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 Gail Thomas, 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 10th day of December, 2019.

Authorized Signature Gail Thomas

Witness

**Minutes of April 7, 2020
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to waive all applicable fees for the use of the Town Green for Mental Health Awareness, contingent upon the State of Emergency for Covid-19 being lifted before the scheduled event:

City of Long Beach, MS
March 13, 2020
Board of Aldermen and Mayor Bass

This time two years ago I was looking for a Mental Health Awareness Event to attend on the MS Gulf Coast and there were none, so I had my own small gathering at Long Beach town green. There was enough interest and response for another small gathering last May, hosted at the Energy Club, again in Long Beach. The City Council participated by passing a declaration to recognize May as Mental Health Awareness Month, a national event that was initiated by Presidential Proclamation over 70 years ago.

As far as I know, no other Coastal City has made any such effort to raise awareness of Mental Health. I commend you and the City of Long Beach for taking this step, and appreciate the support. I would challenge you that this was a small step over the past 70 years and would invite you to join my effort in raising awareness, and hope, regarding this pervasive topic that affects 1 in 5 Americans.

I am proud to say that my work over the past two years have helped bring about the reinstatement a National Alliance of Mental Illness affiliation on the MS Gulf Coast. No longer alone in my efforts, I am now part of a nationwide non- profit organization.

As president of this chapter I am respectfully partitioning, on behalf of NAMI Coastal Mississippi, to have the fees waived by the City of Long Beach to use the two covered Pavilions at the Long Beach Town Green for our Mental Health Awareness event scheduled for Saturday, May 9, 2020 from 9:00 am to 1:00 pm.

I applaud and appreciate Long Beach for having the FIRSTWheelway on the Coast, at our Harbor beach area. Since I am aware of no other city sponsored event in any of the Coastal cities in the area of Mental Health, please consider being the FIRST Coastal city to take a more active role in our Mental Health Awareness event. The invitation is open. My contact information will be left with the staff at the Mayor's office.

Everyone knows what a pink ribbon means. We already have a ribbon and a month designated to raise awareness of mental illness and of mental health. Our color is green.

Please help bring about the day when everyone knows what a green ribbon means.

Thank you,
Cynthia Shields *Cynthia Shields*
Please visit our FB page: NAMI Coastal MS

Minutes of April 7, 2020
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):

Cynthia Shields

Telephone Number: 228 313 0831
Home Work Cell

Street Address: 206 Palmyra St

City Long Beach State MS Zip 39560

Type of Event: Mental Health Awareness + Information

Start Time: 9:00 am

Closing Time: 1:00 pm

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

May 9 2020 - Saturday
(Date)
North + South Fields

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 Cynthia A Shields Date: 3/13/20

Rental Fee \$ 100.⁰⁰ Receipt # _____ Date _____
 Deposit Fee \$ _____ Receipt # _____ Date _____
 Clean-up Fee \$ 200.⁰⁰ Receipt # _____ Date _____

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of April 7, 2020
Mayor and Board of Aldermen

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 Cynthia Shields, 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 13th day of March, 2020.

X Authorized Signature Cynthia A Shields

X Witness [Signature]

Minutes of April 7, 2020
Mayor and Board of Aldermen

Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to approve the following agreement with Stephens Mechanical Engineering for review services:



March 13, 2020

Long Beach Code Department
201 Jeff Davis Avenue
Long Beach, MS 39560

Attn.: Mike Gundlach
Code Official

RE: Long Beach High School Code
And Review – Construction Phase
Services

Mike:

For referenced project will provide periodic site review during construction and review drawings for any potential impact. Our on site review will result in a field report and progress photos. Any issues noted will be directed to your attention with description and associated code.

We can tailor our work to your needs and or budget. We would anticipate weekly visits from our in house inspector, Luke Fletcher, and I will inspect biweekly or on an "as need" basis relative to issues. When the level of work increases, with the HVAC trade ramping up, I may also do weekly inspections and Luke visiting twice a week to keep in pace with the level of work performed. We will also be available to respond on site for questions should they arise.

We propose to perform per scope above with a maximum of \$6,500.

Be advised we will see the job through to the end regardless whether budget remains or not. Also, we will perform hourly and bill only for that work.

Our hourly rates will be:

Inspector: \$30.00
Principal Engineer: &110.00

Please feel free to contact me should questions arise. Thank you for this opportunity.

Sincerely,

Lawrence Stephens PE, CxA, LEED(BC+A)
President

les@stephensmecheng.com

228 • 207 • 3322

925 Tommy Munro Dr. Suite B. Biloxi, Mississippi 39532

**Minutes of April 7, 2020
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to approve the following Sub-Award Agreement with Mississippi Department of Environmental Quality for the Trautman Drainage Basin Wastewater System Upgrades, and authorize the Mayor to execute same:

V081919

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 20-00071

SUB-AWARD AGREEMENT (Governmental Entities)

This document is a Sub-Award Agreement (this "Agreement") between the Mississippi Department of Environmental Quality ("MDEQ") and City of Long Beach, DUNS #025607524 ("SUB-RECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") to provide grant funds for the Work specified in Article 4, Scope of Work.

1. Source of the Funds

The grant funds provided by this Agreement are made available pursuant to the Oil Spill Impact Component of the RESTORE Act, provided through the Gulf Coast Ecosystem Restoration Council ("RESTORE Council") pursuant to Federal Award # GNTSP18MS0058, CFDA #87.052, Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program (hereinafter referenced as "Federal Award"), awarded on October 3, 2018. This Federal Award is fully incorporated by reference into this Agreement as Attachment "A", and is an integral part of this Agreement.

2. Project

Under this Agreement, MDEQ agrees to disburse funds to SUB-RECIPIENT in accordance with the terms herein to pay the costs associated with SUB-RECIPIENT's implementation of the project entitled "Mississippi Gulf Coast Water Quality Improvement Program: City of Long Beach – Trautman Drainage Basin Wastewater System Upgrades" ("Project").

3. Purpose

The purpose of this Project is to mitigate the occurrence of water quality impairments by modifying and improving wastewater infrastructure. This Project is not for Research and Development. Further detail of the Project is provided in Attachment "A" of this Agreement.

4. Scope of Work

SUB-RECIPIENT shall perform the tasks as described and identified in the workplan for the Project which is fully incorporated as Attachment "B", and is an integral part of this Agreement (the "Work").

5. Terms and Conditions

This Agreement and the SUB-RECIPIENT are subject to the terms and conditions of this Agreement, the terms and conditions of the Federal Award, including any Special Award Conditions, a copy of which is attached hereto as Attachment "A", the workplan for this Project, a copy of which is

Minutes of April 7, 2020 Mayor and Board of Aldermen

V081919

attached hereto as Attachment "B", the Standard Sub-Award Terms and Conditions, a copy of which is attached hereto as Attachment "C" and fully incorporated herein by reference, the Gulf Coast Ecosystem Restoration Council Financial Assistance Standard Terms and Conditions, a copy of which is attached hereto in Attachment "D" and fully incorporated herein by reference, and the RESTORE Act, 33 U.S.C. § 1321(t) *et seq.*, Treasury's Regulations governing the RESTORE Act, 31 C.F.R. § 34 *et seq.*, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to the SUB-RECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. Period of Performance

The Period of Performance shall commence upon execution of this Agreement by MDEQ's Executive Director and shall end on May 31, 2022 ("Period of Performance"). The SUB-RECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUB-RECIPIENT determines, based on the work performed to date, that the work cannot be completed within the Period of Performance, SUB-RECIPIENT shall so notify MDEQ immediately in writing.

7. Consideration and Payment

- A. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUB-RECIPIENT an amount not to exceed Seven Hundred Twenty-Seven Thousand Ninety-Two and 00/100 Dollars (\$727,092.00) (the "Maximum Amount").
- B. *Payment.* Subject to available funding, as set forth in the Standard Sub-Award Terms and Conditions and all other terms and conditions of this Agreement, MDEQ shall pay all properly-invoiced amounts due to SUB-RECIPIENT within forty-five (45) days after MDEQ's receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUB-RECIPIENT that includes work performed outside a one-year period from receipt of such invoice.
- i. Request for Payment. SUB-RECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"), unless otherwise directed by MDEQ. SUB-RECIPIENT shall submit monthly Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than forty-five (45) days after the end date of this Agreement. The monthly Reimbursement Request shall include breakdowns of personnel, position, dates worked, tasks performed, hourly rate, and totals for each personnel cost

Minutes of April 7, 2020 Mayor and Board of Aldermen

V081919

included in the Reimbursement Request. SUB-RECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUB-RECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.
 2. SUB-RECIPIENT shall only request payment under this Agreement for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement;
 3. SUB-RECIPIENT shall not request payment under this Agreement for services the SUB-RECIPIENT or its contractors may provide under any other Sub-award or Contract.
 4. Any funds that are paid by MDEQ to the SUB-RECIPIENT that are not necessary for the completion of the Work in this Agreement must be returned to MDEQ within thirty (30) days from receiving MDEQ's written notification for return of funds.
 5. SUB-RECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUB-RECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.
 6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUB-RECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUB-RECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUB-RECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUB-RECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.
- ii. Indirect Cost Rate. The current indirect cost rate is 0% for the SUB-RECIPIENT regarding this Agreement.

8. Progress Reports

SUB-RECIPIENT shall provide required progress reports as determined by MDEQ.

9. Final Payment and Report

Minutes of April 7, 2020 Mayor and Board of Aldermen

V081919

Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by SUB-RECIPIENT, MDEQ shall not pay more than ninety-five percent (95%) of the Maximum Amount until such time as the SUB-RECIPIENT has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received MDEQ's written approval of such Final Report. Within forty-five (45) days after MDEQ's written approval of such Final Report, MDEQ shall disburse to SUB-RECIPIENT all or such portion of the five-percent (5%) holdback as is properly payable to SUB-RECIPIENT for Work performed under this Agreement. However, if MDEQ is satisfied that the Project is proceeding on schedule and on budget, MDEQ (acting in its sole discretion) may reduce the holdback from five-percent (5%).

When SUB-RECIPIENT has performed all the Work, SUB-RECIPIENT shall transmit to MDEQ a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by SUB-RECIPIENT to MDEQ within forty-five (45) days of Project completion. Upon approval of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, the SUB-RECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the Final Payment amount is the remaining amount that the SUB-RECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against the SUB-RECIPIENT or its sureties under this Agreement.

10. Financial Management and Compliance

MDEQ requires that the SUB-RECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUB-RECIPIENT shall redact, in accordance with 2. C.F.R. § 200.82, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include Personally Identifiable Information (PII) that is required by law to be disclosed. (See also §200.79 PII). SUB-RECIPIENT and any Contracted Parties (as such term is defined in the "Contracts" provision of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUB-RECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

Minutes of April 7, 2020 Mayor and Board of Aldermen

V081919

SUB-RECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUB-RECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUB-RECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUB-RECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment "E" and incorporated herein in its entirety.

11. Contracts

SUB-RECIPIENT must notify MDEQ in writing prior to contracting any portion of the Work. MDEQ, in its sole discretion, shall have the right to reject the letting of any such contract. If MDEQ, in its sole discretion, determine that any proposed contractor of SUB-RECIPIENT under this Agreement has a conflict of interest with respect to RESTORE Council, MDEQ, SUB-RECIPIENT or the Project, MDEQ shall have the right to reject the letting of any such contract. If any potential conflict of interest exists, the Parties will resolve it according to the applicable laws and regulations. MDEQ's failure to reject the letting of any contract under this Agreement shall not be deemed in any way to provide for the incurrence of any obligation of MDEQ in addition to the Funds. If SUB-RECIPIENT makes or issues any contract in coordination with this Agreement, then SUB-RECIPIENT will be deemed to have represented and warranted to MDEQ at each such time, in connection with such contract, as follows:

- A. in making such contract, SUB-RECIPIENT has complied with all applicable State and Federal laws, regulations, rules, orders, and other governmental mandates, including, without limitation, those pertaining to procurement, acquisition, and other contracting actions by SUB-RECIPIENT;
- B. in making such contract, SUB-RECIPIENT has complied with its internal policies and procedures applicable to procurement, acquisition, or contracting actions;
- C. each contractor is qualified to perform the applicable Work and is authorized to do business in the State of Mississippi;
- D. each contractor is required under its agreement with SUB-RECIPIENT to perform the applicable Work within budgeted costs identified for such Work;
- E. each contractor has agreed to conduct its activities related to the Work in compliance with all terms and conditions of this Agreement, and all applicable State and Federal laws, regulations, rules, orders, and other governmental mandates;
- F. each contractor has agreed to obtain and maintain all appropriate bonds and insurance against liability for injury to persons or property from any and all activities undertaken by such contractor related to the Work in accordance with applicable state and federal laws, including, without limitation Miss. Code Ann. § 31-5-51; and
- G. no contractor has any conflict of interest with respect to MDEQ, RESTORE Council, the SUB-RECIPIENT or the Project.

Minutes of April 7, 2020 Mayor and Board of Aldermen

V081919

SUB-RECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUB-RECIPIENT's Contractors, and the Parties agree and acknowledge that, as between MDEQ and SUB-RECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUB-RECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. Parties with whom contracts or sub-award agreements are entered into by the SUB-RECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUB-RECIPIENT shall require all terms and conditions set forth in Attachments "A" and "F" attached hereto in all agreements between the SUB-RECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and their contractors/sub-contractors.

12. Public Communications and Logo Usage

Unless otherwise required by applicable law (based upon the reasonable advice of counsel), SUB-RECIPIENT shall not make any public announcements, communicate with any news media, or provide materials to the public related to this Agreement without first obtaining the written consent of MDEQ. This includes any materials prepared for presentations or materials prepared for distribution to the public. The Parties shall cooperate as to the timing and contents of any such announcement prior to any such communications to the public. The SUB-RECIPIENT must provide materials subject to this provision to MDEQ, for determination of approval, ten (10) days prior to the anticipated publication or other form of public release of such materials. This provision shall not be deemed to limit the SUB-RECIPIENT's ability to discuss this Agreement or Work in meetings required to be held as open meetings by Miss. Code Ann. § 25-41-1 *et seq.*, or as otherwise necessary to inform the public of the existence of the Project as is reasonably tailored to keep the public informed of project progress or to address public safety or planning concerns. This provision shall also not apply to any publications, notices, communications, transmittals or the like required of SUB-RECIPIENT to comply with its contractual obligations related to this Agreement, for procurement of vendors, or compliance with applicable state, federal or local law applicable to the Agreement or Work.

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals), or signage produced with funds from this Agreement and the Federal Award, or informing the public about the activities funded in whole or in part by this Agreement and the Federal Award, must clearly display the following language: "This project was paid for [in part] with federal funding from the RESTORE Council and the Mississippi Department of Environmental Quality under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications and data (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Agreement must display the following additional language: "The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council or the Mississippi Department of Environmental Quality". Further, data produced under this award and made available to the public must be accompanied by the following statement: "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council

Minutes of April 7, 2020 Mayor and Board of Aldermen

V081919

(RESTORE Council). Further Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results. Any signage produced with funds from the award or informing the public about the activities funded in whole or in part by the award, must first be approved in writing by the RESTORE Council or its designee. The SUB-RECIPIENT is authorized to use the MDEQ logo only for the above-mentioned purposes. The SUB-RECIPIENT may not alter the MDEQ logo in any way, except for its size.

13. Notices

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention: Chris Wells

Address: 515 East Amite St.

Jackson, MS 39201

Phone: 601.961.5545

E-mail: cwells@mdeq.ms.gov

If to SUB-RECIPIENT:

Attention: Mayor George L. Bass

Address: 201 Jeff Davis Avenue

Long Beach, MS 39560

Phone: 228.863.1556

E-mail: mayor@cityoflongbeachms.com

14. Counterparts

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Minutes of April 7, 2020
Mayor and Board of Aldermen**

V081919

[SIGNATURE PAGE FOLLOWS]

Minutes of April 7, 2020
Mayor and Board of Aldermen

V081919

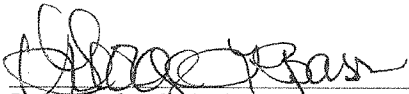
For the faithful performance and consideration provided under the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Interim Executive Director

Date

CITY OF LONG BEACH



Signature of Authorized Representative

George L. Bass

Printed Name

Mayor

Title

4/7/2020

Date

Minutes of April 7, 2020
Mayor and Board of Aldermen

The Mayor and Board of Aldermen of the City of Long Beach and took up for consideration the matter of a Resolution by the Mayor of the City of Long Beach pertaining to and asking The Mississippi Legislature to allow reallocation of Tidelands Grant funds remaining unexpended from prior years in the City of Long Beach to the Southeast Harbor Bulkhead Wall project. After a discussion of the subject Alderman Frazer offered and moved the adoption of the following resolution:

A RESOLUTION BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI ASKING THE MISSISSIPPI LEGISLATURE TO ALLOW REALLOCATION OF TIDELANDS GRANT FUNDS REMAINING UNEXPENDED FROM PRIOR YEARS IN THE CITY OF LONG BEACH TO THE SOUTHEAST HARBOR BULKHEAD WALL PROJECT.

WHEREAS, in prior years the Mississippi Legislature has appropriated tidelands funds through the Mississippi Department of Marine resources for various projects within the Long Beach Municipal Harbor; and

WHEREAS, as of the date hereof, the Long Beach Harbor Southeast Bulkhead Wall, is an approved LB FY2019 Tidelands project currently under design and anticipated to be ready to go to construction by mid-2020, pending permit issuance;and

WHEREAS, in order to contract for and construct such project the City of Long Beach will need to reallocate and accumulate unspent Tidelands funds from previous fiscal years for ongoing projects in the Long Beach Harbor into a single Tidelands fund for the Southeast Bulkhead Wall project; and

WHEREAS, for FY2013 through FY2018 unspent funds sought to be reallocated by the City of Long Beach into a single Tidelands fund for the Southeast Bulkhead Wall project are as follows: FY2013 - \$243,493.04; FY2014 - \$238,231.90; FY2015 - \$37.45; FY2016 - \$737.30; FY2017 - \$73,936.80; FY2018 - \$298,823.57; and

WHEREAS, together with tidelands funds anticipated to be appropriated to the City of Long Beach in the 2020 Session of the Mississippi Legislature sufficient funds are anticipated to be available to conclude such project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of The City of Long Beach, that the City does hereby respectfully request that the Mississippi Legislature authorize and allow reallocation of tidelands grant funds remaining unexpended from

Minutes of April 7, 2020 Mayor and Board of Aldermen

prior years in the City of Long Beach to the Southeast Harbor Bulkhead Wall Project as follows:
FY2013 - \$243,493.04; FY2014 - \$238,231.90; FY2015 - \$37.45; FY2016 - \$737.30; FY2017 - \$73,936.80; FY2018 - \$298,823.57.

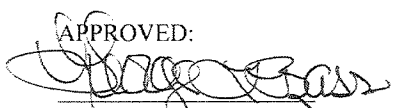
RESOLVED FURTHER, that a copy of this proclamation is hereby directed to be filed with the Municipal Clerk of the City of Long Beach, and copies hereof be sent by the Clerk to all members of the Harrison County delegation of the Mississippi Legislature with the thanks and appreciation of the Mayor and Board of Aldermen of the City of Long beach.

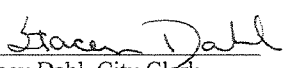
SO RESOLVED, on this the 7th day of April 2020.

Alderman Lishen seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote by the Mayor, 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	Aye
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 of the Alderman present and voting, the Mayor declared the motion carried and the resolution adopted and approved this 7th day of April, 2020.

APPROVED:

George L. Bass, Mayor

ATTEST:

Stacey Dahl, City Clerk

**Minutes of April 7, 2020
Mayor and Board of Aldermen**

After consideration of the following letter from Andy Phelan, Principle Owner Pickering Firm Inc., Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to award the NRCS Espy Avenue, Commission Road, and Lang Avenue Drainage base bid to JLB Contractors, LLC:



March 30, 2020

Kini A. Gonsoulin
Finance Officer
Deputy City Clerk
City of Long Beach
200 Jeff Davis Avenue
Long Beach, Mississippi 39560

Re: Bid Recommendation: Long Beach NRCS; Espy Avenue, Commission Road, and Lang Avenue

Dear Ms. Gonsoulin:

Bids on the referenced project were received and opened at 10:00 AM on Monday, March 30, 2020, in the City of Long Beach City Hall at 200 Jeff Davis, Avenue, Long Beach, Mississippi. Enclosed please find a certified tabulation (1 page) of the bids received.

After review of the bids received, we noted that JLB Contractors, LLC was the lowest bidder for the Base Bid only; this bid was for \$506,497.50. However, DNA Underground, LLC was the lowest bidder for the Base Bid Plus Alternate One (1); this bid was for \$537,045.00. Both JLB Contractors, LLC and DNA Underground, LLC submitted bids that are complete. Please note, the current grant amounts, as provided through NRCS, total \$511,500.

Per page "P-5" of the "Bid Proposal," the "Owner reserves the right to award the Base Bid alone or the Base Bid plus the Alternate 1 Bid. The Construction Contract will be awarded to the lowest and best responsive, responsible bidder based on the Bid Combination as selected by the Owner."

Per the paragraph above, it is Pickering's recommendation that, should the City opt to complete only the Work included in the base bid, that the bid submitted by JLB Contractors, LLC be accepted as the successful bid and that the Contract for the Long Beach NRCS; Espy Avenue, Commission Road, and Lang Avenue be awarded to JLB Contractors, LLC in the amount of \$506,497.50. However, should the City opt to complete the Work included in the base bid plus alternate one (1), that the bid submitted by DNA Underground, LLC be accepted as the successful bid and that the Contract for the Long Beach NRCS; Espy Avenue, Commission Road, and Lang Avenue be awarded to DNA Underground, LLC in the amount of \$537,045.00.

We are available should you have any questions regarding this matter or if we can be of any assistance.

Sincerely,
PICKERING FIRM, INC.

Andy Phelan, PE

Facility Design • Civil Engineering • Surveying • Transportation • Natural/Water Resources
126 Ruc Magnolia • Biloxi, MS 39530 • Phone: 228.432.5925 • FAX 228.432.5928 • www.pickeringfirm.com

Minutes of April 7, 2020 Mayor and Board of Aldermen

Pickering Firm, Inc.
Pickering Project No 25664-00

Long Beach, MS
Loop Ave
Commission Road
Long Ave

Bids received by City of Long Beach,
Long Beach, MS 39060

Item No.	Description	Unit	Qty	Engineer's Estimate		JLB Construction, LLC		DNA Underground, LLC		White Inc.		JE Talley Construction, Inc.		Nevins Brothers Construction Co., Inc.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID															
0-1	EMBERS CLEANING & SHIPING	LF	16,735	\$ 5.00	\$ 83,675.00	\$ 6.50	\$ 108,776.25	\$ 7.00	\$ 117,146.25	\$ 8.00	\$ 133,882.50	\$ 9.00	\$ 150,618.75	\$ 10.00	\$ 167,356.25
0-2	PERMITS/CONTR	LS	1.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
0-3	REPAIRS, SPRINKLING & MISC WORK	AC	1.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
0-4	ERECTOR/CONCRETE/FORMS	CF	5,850	\$ 2.00	\$ 11,700.00	\$ 2.50	\$ 14,625.00	\$ 3.00	\$ 17,550.00	\$ 3.50	\$ 20,475.00	\$ 4.00	\$ 23,400.00	\$ 4.50	\$ 26,325.00
0-5	CONTRACTOR SURVEY	LS	2.00	\$ 4,000.00	\$ 8,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,000.00	\$ 8,000.00
0-6	EXCAVATION AND DEMOLITION	LS	1.00	\$ 47,000.00	\$ 47,000.00	\$ 47,000.00	\$ 47,000.00	\$ 47,000.00	\$ 47,000.00	\$ 47,000.00	\$ 47,000.00	\$ 47,000.00	\$ 47,000.00	\$ 47,000.00	\$ 47,000.00
0-7	REMOVAL OF WORK	LS	1.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
0-8	FORMWORK/EXCAVATION (REINFORCING)	CF	250	\$ 2.00	\$ 500.00	\$ 2.50	\$ 625.00	\$ 3.00	\$ 750.00	\$ 3.50	\$ 875.00	\$ 4.00	\$ 1,000.00	\$ 4.50	\$ 1,125.00
0-9	FORMWORK/EXCAVATION (REINFORCING)	CF	800	\$ 2.00	\$ 1,600.00	\$ 2.50	\$ 2,000.00	\$ 3.00	\$ 2,400.00	\$ 3.50	\$ 2,800.00	\$ 4.00	\$ 3,200.00	\$ 4.50	\$ 3,600.00
10-1	PRECAST/CAST-IN-PLACE CONCRETE	CF	8,000	\$ 10.00	\$ 80,000.00	\$ 10.50	\$ 84,000.00	\$ 11.00	\$ 88,000.00	\$ 11.50	\$ 92,000.00	\$ 12.00	\$ 96,000.00	\$ 12.50	\$ 100,000.00
10-2	CONCRETE/FORMWORK	CF	1,000	\$ 12.00	\$ 12,000.00	\$ 12.50	\$ 12,500.00	\$ 13.00	\$ 13,000.00	\$ 13.50	\$ 13,500.00	\$ 14.00	\$ 14,000.00	\$ 14.50	\$ 14,500.00
10-3	FORMWORK/EXCAVATION (REINFORCING)	CF	1,000	\$ 12.00	\$ 12,000.00	\$ 12.50	\$ 12,500.00	\$ 13.00	\$ 13,000.00	\$ 13.50	\$ 13,500.00	\$ 14.00	\$ 14,000.00	\$ 14.50	\$ 14,500.00
10-4	FORMWORK/EXCAVATION (REINFORCING)	CF	1,000	\$ 12.00	\$ 12,000.00	\$ 12.50	\$ 12,500.00	\$ 13.00	\$ 13,000.00	\$ 13.50	\$ 13,500.00	\$ 14.00	\$ 14,000.00	\$ 14.50	\$ 14,500.00
10-5	FORMWORK/EXCAVATION (REINFORCING)	CF	1,000	\$ 12.00	\$ 12,000.00	\$ 12.50	\$ 12,500.00	\$ 13.00	\$ 13,000.00	\$ 13.50	\$ 13,500.00	\$ 14.00	\$ 14,000.00	\$ 14.50	\$ 14,500.00
10-6	FORMWORK/EXCAVATION (REINFORCING)	CF	1,000	\$ 12.00	\$ 12,000.00	\$ 12.50	\$ 12,500.00	\$ 13.00	\$ 13,000.00	\$ 13.50	\$ 13,500.00	\$ 14.00	\$ 14,000.00	\$ 14.50	\$ 14,500.00
10-7	FORMWORK/EXCAVATION (REINFORCING)	CF	1,000	\$ 12.00	\$ 12,000.00	\$ 12.50	\$ 12,500.00	\$ 13.00	\$ 13,000.00	\$ 13.50	\$ 13,500.00	\$ 14.00	\$ 14,000.00	\$ 14.50	\$ 14,500.00
10-8	FORMWORK/EXCAVATION (REINFORCING)	CF	1,000	\$ 12.00	\$ 12,000.00	\$ 12.50	\$ 12,500.00	\$ 13.00	\$ 13,000.00	\$ 13.50	\$ 13,500.00	\$ 14.00	\$ 14,000.00	\$ 14.50	\$ 14,500.00
10-9	FORMWORK/EXCAVATION (REINFORCING)	CF	1,000	\$ 12.00	\$ 12,000.00	\$ 12.50	\$ 12,500.00	\$ 13.00	\$ 13,000.00	\$ 13.50	\$ 13,500.00	\$ 14.00	\$ 14,000.00	\$ 14.50	\$ 14,500.00
TOTAL - BASE BID					\$ 511,110.00		\$ 506,497.50		\$ 536,445.00		\$ 546,424.75		\$ 631,862.95		\$ 700,505.00

Item No.	Description	Unit	Qty	Engineer's Estimate		JLB Construction, LLC		DNA Underground, LLC		White Inc.		JE Talley Construction, Inc.		Nevins Brothers Construction Co., Inc.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
ALTERNATE 1 BID - ARTICULATED CONCRETE BLOCKS 1 1/2" OF ENDSIDE RIF RAP															
0-1	ARTICULATED CONCRETE BLOCKS 1 1/2" OF ENDSIDE RIF RAP	CF	600	\$ 20.00	\$ 12,000.00	\$ 20.00	\$ 12,000.00	\$ 20.00	\$ 12,000.00	\$ 20.00	\$ 12,000.00	\$ 20.00	\$ 12,000.00	\$ 20.00	\$ 12,000.00
0-2	CONCRETE/FORMWORK	CF	1,000	\$ 12.00	\$ 12,000.00	\$ 12.50	\$ 12,500.00	\$ 13.00	\$ 13,000.00	\$ 13.50	\$ 13,500.00	\$ 14.00	\$ 14,000.00	\$ 14.50	\$ 14,500.00
TOTAL - ALTERNATE 1 BID					\$ 24,000.00		\$ 24,500.00		\$ 25,000.00		\$ 25,500.00		\$ 26,000.00		\$ 26,500.00

OPTIONS FOR BID AWARD: BASE BID - OR - BASE BID PLUS ALTERNATE ONE (1)

BASE BID	\$ 511,110.00	\$ 506,497.50	\$ 536,445.00	\$ 546,424.75	\$ 631,862.95	\$ 700,505.00
BASE BID PLUS ALTERNATE ONE (1)	\$ 535,110.00	\$ 530,997.50	\$ 561,445.00	\$ 571,424.75	\$ 657,862.95	\$ 727,005.00

DESCRIPTION OF HIGHWAYS/DRAINAGE DIVISION SUBMITTED

JE Talley Construction, Inc.
Base Bid Plus Alternate One (1) Total: apparent math error in calculating total

Nevins Brothers Construction Co., Inc.
Base Bid Plus Alternate One (1) Total: apparent math error in calculating total



I, THE UNDERSIGNED REGISTERED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT TO THE BEST OF MY ABILITY AND UNDERSTANDING, THIS IS A TRUE AND ACCURATE FABRICATION OF THE BIDS RECEIVED BY THE CITY OF LONG BEACH, MISSISSIPPI, ON MARCH 30, 2020 AT 10:00 A.M. FOR THE LONG BEACH MCE PROJECT IN LONG BEACH, MS.

ANDY PITTMAN, LICENSED PROFESSIONAL ENGINEER
MISSISSIPPI LICENSE NUMBER 19489

**Minutes of April 7, 2020
Mayor and Board of Aldermen**

**ORDER OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF LONG BEACH**

The Mayor and Board of Aldermen of the City of Long Beach and took up for consideration a request by Mississippi Power Company to cause a franchise to be issued to it for a period of twenty-five (25) years, which proposed franchise ordinance would provide for the payment to Long Beach, a sum equal to the greater of 3% of Mississippi Power Company's total revenue from retail sales of electric energy within Long Beach or \$300.00 per annum, according to the terms and conditions of the proposed franchise ordinance. After a discussion of the subject Alderman Frazer proposed the franchise ordinance in the following form and moved the adoption of the following ORDER:

ORDINANCE NO. _____

AN ORDINANCE
GRANTING A NON-EXCLUSIVE ELECTRIC FRANCHISE TO
MISSISSIPPI POWER COMPANY, ITS SUCCESSORS, AND ASSIGNS
IN THE MUNICIPALITY OF LONG BEACH, MISSISSIPPI

BE IT ORDAINED by the Governing Authority of the Municipality of Long Beach, Mississippi:

SECTION 1. In consideration of the benefits that will accrue to the Municipality of Long Beach, Mississippi, and the Inhabitants thereof (the "Municipality"), and of the payment by Mississippi Power Company (the "Grantee") to the Municipality of a sum of money equal to three percent (3%) per year of the total gross revenue of the Grantee from the retail sales of electric energy, excepting therefrom sales for resale and sales in interchange of energy with others, within the corporate limits of the Municipality, payable quarterly on or before thirty (30) days following the close of each calendar quarter during such period as the Grantee operates in said Municipality, but not to exceed twenty-five (25) years from the Effective Date of this Ordinance (as defined in Section 16), Municipality does hereby grant to and vest in the Grantee, its successors and assigns as franchised activities, the right, authority, easement, privilege, and franchise to construct, erect, suspend, install, renew, repair, maintain, operate, and conduct in the Municipality as it now exists or may hereafter be extended, equipment, facilities, lines, including communication lines, plant or plants, and system or systems for the generation, transmission, or distribution of electric energy ("Primary Use"), including, without limitation, broadband services, internet access and services, telecommunications services, and fiber optic communication services that are for or in support of the Primary Use (collectively, "Franchised Activities"). The use of Authorized Facilities (as defined below) for any other purposes whatsoever, including without limitation, broadband services, internet access and services, telecommunications services, and fiber optic communication services that are not for or in support of the Primary Use and/or for or to any person or entity other than the Grantee, regardless of whether for compensation ("Ancillary Use") shall be excluded from the franchise granted by this Ordinance and the calculation and payment of such fees shall be governed solely by separate franchises, agreements, or ordinances of the Municipality applicable to such Ancillary Use, if any. It shall be the obligation of the Grantee and the person or entity providing such services associated with Ancillary Use to or for any person or entity other than the Grantee, regardless of whether for

FF1-1

Minutes of April 7, 2020 Mayor and Board of Aldermen

compensation, to notify the Municipality of any such Ancillary Use and to obtain a franchise, agreement, or ordinance in connection with such Ancillary Use. Notwithstanding anything contained herein to the contrary, the use of any facilities constructed, maintained, and operated for or in support of the Primary Use shall not be governed by any other franchise agreement or ordinance.

SECTION 2. To facilitate the Franchised Activities, Municipality does hereby give and grant to, and vest in, Grantee, its successors and assigns, the further right, authority, easement, privilege, and franchise to construct, erect, suspend, install, renew, repair, maintain, operate and conduct in the Municipality for such Franchised Activities a system(s) of poles, towers, conduits, cables, fiber, wires, conductors, transforming stations, plants, fittings, and all appliances or appurtenances needed to pursue, promote, and carry out the Primary Use (such system and its components collectively referred to herein as, "Authorized Facilities") in, over, under, along, upon, and across all streets, avenues, alleys, ways, bridges, and public places in the Municipality as they now exist or may hereafter be laid out or extended, together with the further right, privilege, and franchise to construct, erect, suspend, install, renew, repair, maintain, and operate such Authorized Facilities within, into, through, over, under, across, and beyond the Municipality and furnishing, supplying, and distributing to the Municipality and to the inhabitants, corporations and other entities (public or private) (collectively with the Municipality, "Inhabitants"), both within and beyond the limits thereof, electric energy for lighting, heating, power, security and surveillance, and all other purposes for which electric energy and related facilities may be used now or hereafter, and for the purpose of extending its lines and furnishing electric energy beyond the limits of the Municipality. Municipality further agrees, for itself and its Inhabitants, in consideration for the Supplemental Fees paid by the Grantee, that it will not compete in any manner with Grantee for the generation, including self-generation or self-supply, transmission, distribution, or sale of electric energy, including but not limited to any attempt, directly or indirectly, to acquire such a system, as such terms are defined in Title 21, Chapter 27, Section 11 of the *Mississippi Code of 1972, as amended*. Notwithstanding anything contained herein to the contrary, Grantee's Franchised Activities shall not include any work or project that does not support the Primary Use; should Grantee desire to construct, maintain, or operate any equipment or facilities that are not Authorized Facilities to support the Primary Use, Grantee agrees to obtain a separate franchise agreement under any applicable ordinance governing franchises for such facilities and such contemplated activities, and to comply with any governing or applicable ordinance with respect to the construction, location, and use of such facilities, infrastructure, and activities, including the payment of any fees by Grantee to Municipality associated with such franchise.

SECTION 3. In further consideration for the fees paid by Grantee to Municipality hereunder, the rights provided to Grantee herein shall specifically include the right for Grantee to install, at its election and costs, electric vehicle charging stations ("EV Chargers") in locations designated or approved in advance by the Municipality in writing and permitted by law to accommodate such uses. All EV Chargers installed in such designated or approved locations shall, unless set out otherwise in a separate agreement, constitute Authorized Facilities and shall be maintained by Grantee in a reasonably good condition and repair. All such usage shall be metered and billed by Grantee to users of the EV Chargers at rates set by Grantee, unless such rates are otherwise subject to the jurisdiction of the Mississippi Public Service Commission, its successor, or any other authority with jurisdiction over Grantee's rates for electric energy sales ("Regulatory Authority"). In addition, Municipality shall have the right, at its election and cost, to require Grantee to install EV Chargers at locations of Municipality's choosing within the Municipality, the usage of which shall be metered and billed to the Municipality.

SECTION 4. The Authorized Facilities shall be so installed or constructed as not unreasonably to interfere with the proper use of the streets, avenues, alleys, ways, bridges, and public places in the Municipality and shall be maintained all in a reasonably good condition and repair.

8556425.1

Minutes of April 7, 2020
Mayor and Board of Aldermen

SECTION 5. Whenever the Grantee shall cause any opening or alteration to be made in any of the streets, avenues, alleys, ways, bridges, or public places of the Municipality for the purpose of installing, maintaining, operating, or repairing any Authorized Facilities, the work shall be completed within a reasonable time; and the Grantee shall, upon the completion of such work, restore such portion of the streets, avenues, alleys, ways, bridges, or other public places to as good a condition as it was before the opening or alteration was so made.

SECTION 6. The Grantee shall indemnify and hold the Municipality harmless from any and all liability or damages resulting from the negligence of the Grantee in the construction, maintenance, or operation of its Authorized Facilities.

SECTION 7. The Grantee may, from time to time, declare, make, and enforce reasonable rules and regulations as conditions for the sale and distribution by it of electric energy to any person, firm, or corporation, not, however, in conflict with or repugnant to the jurisdiction of the Mississippi Public Service Commission under the provisions or Title 77, Chapter 3, *Mississippi Code of 1972, as amended*.

SECTION 8. In the event the supply of electric energy shall be interrupted or fail by reason of accident or otherwise, beyond the Control of the Grantee, the Grantee shall restore the service within a reasonable time and such interruption shall not constitute a breach of this franchise, nor shall the Grantee be liable for damage by reason of such interruption or failure.

SECTION 9. Wherever in this Ordinance either the Municipality or the Grantee is named or referred to, it shall be deemed to include the respective successors or assigns of either, and all rights, privileges, and obligations herein conferred shall bind and inure to the benefit of such successors or assigns of the Municipality or of the Grantee. Further, if during the term of this franchise, the boundaries of the Municipality are expanded, the Municipality will promptly notify Grantee in writing of any geographic areas annexed by the Municipality ("Annexation Notice"). Any such Annexation Notice shall be sent to Grantee by certified mail, return receipt requested, and shall contain the effective date of the annexation, maps showing the annexed area and such other information as may be reasonably required to ascertain whether Grantee serves any customers in the annexed area. To the extent there are such customers of Grantee situated in the annexed area, then the revenues provided for in Section 1 of this Ordinance shall be calculated to include those customers effective on the first day of Grantee's billing cycle immediately following Grantee's receipt of the Annexation Notice. Failure by the Municipality to advise Grantee in writing through the proper Annexation Notice of any geographic areas which are annexed by the Municipality shall relieve Grantee from any obligation to remit any franchise fees to Municipality based upon gross revenues derived from customers within the annexed area until Municipality delivers an Annexation Notice in accordance with the terms set forth herein.

SECTION 10. This franchise is in addition to and supplemental to any and all such rights as the Grantee may have by virtue of the provisions of Title 77, Chapter 3, of the *Mississippi Code of 1972, as amended*, and any other section of the *Mississippi Code of 1972, as amended*, as the same may be legally binding or applicable to the Municipality or this franchise Ordinance, and its acceptance and exercise by the Grantee shall never be construed as a waiver, abandonment, nor limitation upon the rights now vested in or being exercised by the Grantee under any statute or law of the State of Mississippi. Nor shall the granting of this franchise be construed or operate to abridge, impair, or deny the validly held rights of any other distributor of electric energy within the Municipality, or portion thereof, by virtue either of a franchise from the Municipality or a certificate of public convenience and necessity issued pursuant to Title 77, Chapter 3, *Mississippi Code of 1972, as amended*.

SECTION 11. The rights hereby granted shall become effective upon the passage of this Ordinance in accordance with Section 16 hereof and continue for a period of twenty-five (25) years from the Effective Date, unless terminated sooner as provided for in Section 15.

FF1-3

Minutes of April 7, 2020 Mayor and Board of Aldermen

SECTION 12. If any clause, provision or section of this Ordinance is illegal, or is not embraced within the title hereof, or is not related to the subject expressed in the title, the remaining provisions hereof shall not be thereby affected but shall have full force and operation.

SECTION 13. The Grantee shall pay the Municipality the cost of publishing this Ordinance according to law and also the cost of holding a special election for the approval or disapproval by the qualified electors of the Municipality of this Ordinance.

SECTION 14. This franchise is in lieu of and supersedes a franchise previously granted to Grantee by the Municipality, which upon the Effective Date of this Ordinance shall, by mutual consent of the parties hereto, no longer be in force and effect.

SECTION 15. Grantee and Municipality mutually acknowledge that in the event the Regulatory Authority, or any court of law, tribunal, regulatory agency or other body with authority to alter Grantee's rates for electric service, rejects, limits, or otherwise modifies Grantee's payments provided for under this Ordinance, or otherwise, directly or indirectly, disallows Grantee's recovery through rates of all or any portion of this Ordinance's prescribed fees, Grantee's fees provided for in Section 1 shall, without amendment to this Ordinance, be modified to the amount allowed for recovery by the Regulatory Authority, but the Franchised Activities granted by this Ordinance shall remain unchanged in any manner whatsoever. Further, Grantee reserves the right to collect the franchise fees hereunder from the Inhabitants of the Municipality in any manner satisfactory to Grantee, provided that Grantee provides advance written notice of the same to the Municipality. In the event of such modification, either party may terminate this Ordinance upon giving the other party thirty (30) days written notice and upon such termination, the Grantee's and Municipality's rights and obligations under this Ordinance shall cease. Notwithstanding the termination of this Ordinance by either party pursuant to this Section 15, the provision of any services contemplated as an Ancillary Use and any fees applicable to such Ancillary Use shall be governed by the Municipality's other ordinances, franchises, and/or agreements applicable to such use.

SECTION 16. This Ordinance shall not become effective until it is duly passed by the Governing Body, published as required by law, and approved by a majority vote of qualified electors of the Municipality voting thereon at a special election duly called and held as required by law ("Effective Date").

The within and foregoing Ordinance, having been introduced in writing at a regular meeting of the aforesaid Governing Body of the Municipality and having thereafter remained on file with the Clerk for public inspection for a period of at least two weeks before the final passage or adoption thereof, was considered by sections at a public meeting of the said Governing Body in the form in which it was introduced and upon motion of Alderman _____, duly seconded by Alderman _____, that it be adopted, a final yea and nay vote was taken, which resulted as follows:

Alderman Ronald Robertson	voted	_____
Alderman Timothy McCaffrey, Jr.	voted	_____
Alderman Kelly Griffin	voted	_____
Alderman Bernie Parker	voted	_____
Alderman Mark E. Lishen	voted	_____
Alderman Patricia Bennett	voted	_____
Alderman Donald Frazer	voted	_____

The question having received the Affirmative vote of a majority the Alderman present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this _____ day of _____, 2020.

APPROVED:

8556425 :

Minutes of April 7, 2020
Mayor and Board of Aldermen

George L. Bass, Mayor

ATTEST:

Stacey Dahl, City Clerk

IT IS NOW ORDERED by the Board of Aldermen that the foregoing form of Ordinance be filed with the Clerk of Long Beach and remain on file for public inspection for a period of not less than two weeks from and after this date, following which the Board of Aldermen will take appropriate action hereon.

Alderman Lishen seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote by the Mayor, 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	Aye
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 of the Alderman present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 7th day of April, 2020.

APPROVED:


George L. Bass, Mayor

ATTEST:


Stacey Dahl, City Clerk

STATE OF MISSISSIPPI

FF1-5

**Minutes of April 7, 2020
Mayor and Board of Aldermen**

After considerable discussion, Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to table the Ordinance – Emergency Pay to the April 21, 2020 meeting.

Alderman Lishen made motion seconded by Alderman Robertson and unanimously carried to ratify the Mayor’s temporary dismissal of non-essential employees as it pertains to the Covid-19 Pandemic.

ORDINANCE NO. 649

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AMENDING SECTION 35 OF ORDINANCE NO. 230, AS PREVIOUSLY AMENDED, REVISING THE AMOUNT OF LATE FEES TO BE CHARGED ON DELINQUENT ACCOUNTS, AND OTHER RELATED PURPOSES

WHEREAS, the Mayor and Board of Aldermen (the “Governing Body”) of the City of Long Beach, Mississippi, (the “Municipality”) having made due investigation therefore,

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AS FOLLOWS:

SECTION 1. Section 35 of Ordinance No. 230 of the City of Long Beach, Mississippi, is hereby amended by addition of the following subsection (d):

(d) Suspension of assessment of Late Charge. During any state of emergency as declared by the Governor, the Mayor and confirmed by the Board of Aldermen in which disconnections of municipal utility services are prohibited by order of the Mississippi Public Service Commission, no late charges shall accrue on any account for the duration of such time as disconnections are prohibited.

SECTION 2. Effective Date : On March 14, 2020, the Governor of the State of Mississippi issued his Proclamation declaring a state of emergency under his authority contained in Mississippi Code Annotated Section 33-15-11, in order to protect and provide for the public interest and general welfare of the citizens of the State of Mississippi due to the COVID-19 outbreak in the United States. Thereafter, on March 16th 2020, Mayor George L. Bass under authority of Mississippi Code §33-15-17, *et seq.* and §45-17-1, *et seq.*, Miss. Code Ann., and related statutes did find, proclaim and declare a local state of Civil Emergency in the City of Long Beach as of 12:00 noon CST, on March 16, 2020, as a result of the spread of Covid-19, a novel coronavirus, within Mississippi and the potential impacts thereof (illness, injury and death) which threaten the citizens of the City of Long Beach and Harrison County in the State of Mississippi. Thereafter, on March 17, 2020 the Governing Authorities of the City of Long Beach did ratify and affirm the said proclamation and further did confirm, extend and declare a “state of emergency” to protect the health and safety of persons as a result of the impending crisis.

Now, finding such state of emergency continues to exist as of the date hereof, and

Minutes of April 7, 2020
Mayor and Board of Aldermen

it being immediately necessary for the preservation of the public peace, health and safety, and an emergency is hereby declared to exist, by reason whereof this ordinance shall take effect and be in full force from and after its passage and approval.

Notwithstanding its immediate date of passage and effect the City clerk shall cause same to be published and enrolled as provided by law.

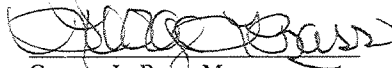
SO ORDAINED this 7th day of April 2020.

The above and foregoing was introduced in writing by Alderman Frazer who moved its adoption. Alderman Lishen 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	Aye
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 of the Alderman present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 7th day of April, 2020.

APPROVED:


George L. Bass, Mayor

ATTEST:


Stacey Dahl, City Clerk

**Minutes of April 7, 2020
Mayor and Board of Aldermen**

Mayor Bass expressed his gratitude to the Citizens of Long Beach for their cooperation during these stressful times.

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

Fire Department:

- Step Increase, Lieutenant Richard LeNormand, FS12 V, effective April 1, 2020
- Step Increase; Driver/Operator Rick Dubuisson, FS10 III, effective April 1, 2020

Police Department:

- Step Increase, Police Officer 1st Class James Balius, PS9 III, effective April 1, 2020
- Step Increase, Sergeant Carl Taylor, PS11 VII, effective April 1, 2020

Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to approve the following Advertising Schedule for the Hurricane Nate Repairs – Harbormaster Building project:

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



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

April 3, 2020

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

**RE: Long Beach Smallcraft Harbor – Hurricane Nate Repairs
Harbormaster Building Repairs**

Ladies and Gentlemen:

We have nearly completed the Bid Documents for the referenced project, and are ready to request competitive bids for the construction of the project. Therefore, we recommend the following advertising schedule:

Authorize Advertisement:	April 7, 2020
First Advertisement:	April 10, 2020
Second Advertisement:	April 17, 2020
Receive Bids:	May 12, 2020

If approved, we hope to have a Bid Tabulation and Recommendation of Award at the May 19, 2020 meeting.

Sincerely,

David Ball, P.E.

DB:1083

**Minutes of April 7, 2020
Mayor and Board of Aldermen**

Based on the following information provided by City Engineer David Ball, Alderman Frazer made motion seconded by Alderman Lishen and unanimously carried to authorize issuance of purchase orders for Group 5 of the City's Asphalt/Repairs:

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



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

March 17, 2020

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

RE: Asphalt Repairs/Overlays - Long Beach

Ladies and Gentlemen:

The City's term bid asphalt contractor, Landshapers Inc., has completed the asphalt overlays on the "Group 4" roads as previously approved by the City. The total expended to-date on asphalt overlays is \$559,781, including the roads added for various reasons. The anticipated budget to pave these roads was \$598,644, indicating we are well below budget for paving these roads. We expect that trend to continue.

We therefore recommend that the City issue purchase orders for the next area of roads in the City, "Group 5", which are grouped and highlighted together on the attached exhibit. We estimate that paving of these roads will cost \$126,306, totaling \$686,087 and nearing the \$700,000 currently approved by the City for asphalt overlays. Additionally, we recommend that the City authorize a revision to the purchase order for the repair to the patch near the intersection of Pineville Rd./Royal Dr. Due to a technicality in the structure of the term bid, the cost to repair a large area on Pineville (120'-130') will cost almost the same as a small area (25'). We therefore recommend that the City issue a revised purchase order for the larger area, which will lead to a much better repair at nearly the same cost.

In order to demonstrate the current status of the paving budget and to facilitate the City's decision regarding future paving, we have prepared the table below. We would like to point out that the below estimate for the high school parking lot only includes an overlay, and does not allow for significant expenditure in correcting any puddles or "birdbaths" that may exist in the parking lot now.

EXPENDED TO DATE (GROUP 1-4 + ADDITIONS)	\$559,781
GROUP 5 ROADS	\$126,306
GROUP 6 ROADS	\$76,452
GROUP 7 ROADS	\$131,798
OTHER ADDITIONS (PER 3/17/2020 LETTER)	\$108,957
HIGH SCHOOL PARKING LOT	\$155,000
TOTAL	\$1,158,294

I believe the reason for delaying the paving of the high school parking lot may be a non-issue at this point. In addition to overlaying the Group 5 roads and the revision to the Pineville/Royal repair PO, the City may also wish to issue a purchase order for the overlay of the high school parking lot upon coordination with the school district. Once the parking lot overlay is

Minutes of April 7, 2020 Mayor and Board of Aldermen

April 3, 2020

completed, it may ease the City's decision regarding the exact amount to spend on other road overlays.

Sincerely,



David Ball, P.E.

DB:1067
Attachment

CITY OF LONG BEACH
ASPHALT OVERLAYS/REPAIRS - ACTUAL WORK ORDERS TO BE ISSUED
9/25/2019
12/13/2019 update

STREET NAME	GROUP	MODIFIED RSR	LENGTH (MILES)	AREA (SQ. YDS.)	P.O. MILLING (SQ. YDS.)	P.O. ASPHALT (TONS)	PURCHASE ORDER AMOUNT
WATTS	1	2	0.07	774	27	68	\$ 5,473.50
SARATOGA DR. (WARWICK > REEVES)	1	3	0.18	2426	687	352	\$ 29,701.50
WILL RD.	1	3	0.06	935	29	64	\$ 5,160.50
BUCKINGHAM PL.	1	3	0.04	444	195	79	\$ 6,768.00
JAMAICA ST.	1	3	0.16	2260	619	322	\$ 27,146.50
WINDSOR PL.	1	3	0.04	474	190	72	\$ 6,199.00
HANOVER DR.	1	3	0.04	493	190	73	\$ 6,278.50
ELLINGTON DR.	1	3	0.04	516	190	72	\$ 6,199.00
REGENCY DR. (E. OF MCGUIRE)	1	3	0.04	499	190	66	\$ 5,722.00
PAITON AVE.	1	4	0.32	2657	27	283	\$ 22,566.00
COMMISSION/JAMAICA AREA	1			35	35	5	\$ 485.00
PINEVILLE/ROYAL AREA	1			43	43	6	\$ 584.50
REINKE RD.	2	3	0.18	1910	40	266	\$ 21,387.00
CHURCH ST. (NORTHERN 200')	2	3	0.03	530	38	68	\$ 5,634.00
JOYCE AVE. (RITA > JOAN)	2	3	0.21	2954	789	412	\$ 37,488.00
COX AVE.	2	4	0.19	2039	43	258	\$ 20,769.00
N. LANG (RAILROAD > OLD PASS)	2	4	0.23	2997	40	379	\$ 30,370.50
LAURA ST.	2	4	0.17	2364	643	299	\$ 27,628.50
CATHERINE ST.	2	4	0.16	2265	619	287	\$ 26,530.50
LAURA/N. ISLAND VIEW INTERSECTION	2	4	0.03	400	157	51	\$ 4,996.50
CATHERINE/N. ISLAND VIEW INTERSECTION	2	4	0.03	400	157	51	\$ 4,996.50
RITA LN.	2	4	0.25	3407	929	431	\$ 39,838.50
JOAN ST.	2	4	0.16	2203	610	279	\$ 25,840.50
N. IDA LN.	3	3	0.15	1781	575	249	\$ 23,245.50
GARDENDALE (OLD PASS. RD > RAILROAD)	3	4	0.18	1926	360	244	\$ 21,558.00
PARK ROW (REMAINER UN-OVERLAYED)	3	4	0.31	3567	45	451	\$ 36,124.50
WRIGHT	3	5	0.67	7956	47	1094	\$ 80,100.00
S. OLD PASS/MCCAUGHAN INTSESECTION	3	5	0.03	400	52	51	\$ 4,366.50
OLD PASS/HARRIS INTERSECTION	3	6	0.03	400	104	51	\$ 4,678.50
WILLOW LN. (E. 1/3)	4	3	0.08	744	36	105	\$ 8,563.50
ALEXANDER AVE. (N. OF PINEVILLE RD.)	4	3	0.05	535	43	75	\$ 6,220.50
WILLOW LN. (MID. 1/3)	4	3	0.09	812	36	104	\$ 8,484.00
SBAL AVE. (MICHAEL CT. > PINEVILLE RD.)	4	4	0.25	2654	43	336	\$ 26,970.00
LISA CT.	5	4	0.06	650	254	83	\$ 8,172.50
ST. AUGUSTINE AVE. (N. 1/2)	5	4	0.24	3837	908	486	\$ 44,085.00
VANCE PL.	5	4	0.22	3157	830	400	\$ 36,780.00
ST. AUGUSTINE DR.	5	4	0.16	2653	628	336	\$ 30,480.00
WOODLAWN PL.	6	3	0.04	606	199	86	\$ 8,031.00
BAYOU DR.	6	3	0.09	1099	364	155	\$ 14,506.50
SHORE DR.	6	3	0.16	1928	610	270	\$ 25,125.00
SHADY DR. (S. OF WISTERIA)	6	3	0.17	2020	646	356	\$ 24,228.00
BETH CV. (OFF LEIGH ST.)	7	3	0.05	769	236	98	\$ 9,207.00
NANCY CT. (OFF LEIGH ST.)	7	3	0.04	495	190	64	\$ 6,228.00
RENNE CT. (OFF LEIGH ST.)	7	3	0.05	679	230	87	\$ 8,296.50
DANA CR. (OFF LEIGH ST.)	7	3	0.05	751	234	106	\$ 9,831.00
LEIGH ST.	7	4	0.6	8553	2168	1080	\$ 98,868.00
TOTAL							\$ 911,863.00

No action was taken regarding the Update on 108 Park Row Condemnation agenda item.

The Mayor recognized City Attorney Jim Simpson for his report, whereupon no action was required or taken.

Minutes of April 7, 2020
Mayor and Board of Aldermen

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