

**Minutes of March 17, 2020
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF MARCH 17, 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. 106 Beachview Circle; assessed to Bob's Contracting Services Kenyon Homes Inc.
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET
- VII. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. March 3, 2020 – Regular & Executive Session
 - 2. PLANNING & DEVELOPMENT COMMISSION
 - a. March 12, 2020 – Regular
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 031720
- IX. UNFINISHED BUSINESS
 - 1. Request to use Rec Center Gym – Pickleball
 - 2. Sidewalk Variance Request – Phillip McNulty; 350 E 4th Street
- X. NEW BUSINESS
 - 1. Memorandum of Understanding; Donation of Alexander/Griffin Property
 - 2. Resolution – Mississippi Sound & Lake Pontchartrain Protection Act of 2020
 - 3. Resolution – Harrison County; Interlocal Agreement
 - 4. Resolution – Harrison County; Tax Assessment & Collection
 - 5. Interim Appointment – Civil Service Commission
 - 6. Special Event App – First Baptist Church; Children's Easter Festival
- XI. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. PERSONNEL
 - a. Fire Department – Probation Extension (1)
 - 3. CITY CLERK
 - a. Revenue/Expense Report February 2020
 - 4. FIRE DEPARTMENT
 - 5. POLICE DEPARTMENT
 - 6. ENGINEERING
 - a. Contract – Jay Bearden Construction; Pump Station "A" Diversion
 - b. Asphalt Repairs/Overlays; Group 4
 - 7. PUBLIC WORKS
 - 8. RECREATION
 - 9. DERELICT PROPERTIES
- XII. REPORT FROM CITY ATTORNEY
- XIII. ADJOURN (OR) RECESS

Be it remembered that a public hearing before the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held, at 5:00 o'clock p.m., Tuesday, the 17th day of March, 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., Patricia Bennett, Deputy City Clerk Kini Gonsoulin, and City Attorney James C. Simpson, Jr.

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Absent the public hearing was Alderman Mark E. Lishen.

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 situation in the City of Long Beach, located at 106 Beachview Circle and assessed to Bob's Contracting Services Kenyon Homes Inc., Map Parcel #0612E-03-065.000, is in such a state of uncleanliness as to constitute a menace to the public health and safety of the community.

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

- The Clerk reported that, the Mayor and Board of Aldermen at a regular meeting duly held on February 18, 2020, she did cause to be sent, via certified mail, electronic receipt requested, Notice of Hearing, to Bob's Contracting Services Kenyon Homes Inc., 4851 Falcon Drive, Frederick, Co, as the same appears of record on the Harrison County 2019 Official Real Property Tax Rolls.

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City of Long Beach

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



GEORGE L. BASS
MAYOR

CITY CLERK
TAX COLLECTOR
Stacey Dahl

CITY ATTORNEY
James C. Simpson, Jr.

February 19, 2020

MAILED

Date: 2/19/20

Bob's Contracting Services
Kenyon Homes Inc.
4851 Falcon Drive
Frederick, CO 80504

91 7199 9991 7037 6360 4613

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of The City of Long Beach, Mississippi, will, in accordance with motion duly made, seconded and adopted at its regular meeting February 18, 2020, hold a public hearing at 5:00 p.m., **Tuesday, March 17, 2020**, at the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not a parcel of land owned by and/or assessed to Bob's Contracting Services Kenyon Homes Inc., and situated in the City of Long Beach, Mississippi, at 106 Beachview Circle, is in such a state of uncleanness as to be a menace to the public health and safety of the community, all in accordance with Section 21-19-11 of the Mississippi Code of 1972, as amended. Said property is more particularly described, as follows:

Address: 106 Beachview Drive
Parcel Number: 0612E-03-065.000
Legal Description: LOT 14 BEACH VIEW SUBD

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

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www.cityoflongbeachms.com


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

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

Done by order of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, this the 18th day of February, 2020.


Kim Gonsoulin
Deputy City Clerk

3/13/2020

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Alert

February 23, 2020 at 1:10 am
Awaiting Delivery Scan

Text & Email Updates [v](#)

Tracking History [^](#)

February 23, 2020, 1:10 am
Awaiting Delivery Scan

The delivery status of your item has not been updated as of February 23, 2020, 1:10 am. We apologize that it may arrive later than expected.

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3/13/2020

USPS.com® - USPS Tracking® Results

February 22, 2020, 7:10 am
Out for Delivery
LONGMONT, CO 80501

February 22, 2020, 5:55 am
Arrived at Unit
LONGMONT, CO 80501

February 21, 2020, 11:43 am
Departed USPS Regional Facility
DENVER CO DISTRIBUTION CENTER

February 21, 2020, 6:55 am
Arrived at USPS Regional Facility
DENVER CO DISTRIBUTION CENTER

February 20, 2020
In Transit to Next Facility

February 19, 2020, 11:45 pm
Departed USPS Regional Facility
GULFPORT MS DISTRIBUTION CENTER

February 19, 2020, 9:14 pm
Arrived at USPS Regional Facility
GULFPORT MS DISTRIBUTION CENTER

Feedback

https://tools.usps.com/go/TrackConfirmAction?qt_c_tl=9171996991703763604613

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- The Clerk further reported that the Notice of Hearing was posted on the subject property, 106 Beachview Circle, Long Beach, Mississippi, on February 19, 2020, by Zoning Enforcement Officer Dale Stogner, the bulletin boards at City Hall, the Water Department, and the Building Office, 201 Jeff Davis Avenue, Long Beach, Mississippi; and the Long Beach Public Library, 209 Jeff Davis Avenue, Long Beach, Mississippi.
- The Clerk submitted a photograph of 106 Beachview Circle, Long Beach, Mississippi taken by Zoning Enforcement Officer Dale Stogner on March 17, 2020, depicting subject property in its present condition; said photograph is as follows:

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106 Beachview Circle

3/17/20



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AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

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

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

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

3. That on February 19, 2020, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 106 Beachview Circle (Tax Map Parcel 0612E-03-065.000). Long Beach, Mississippi, assessed to Bob's Contracting Services Kenyon Homes Inc., and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on March 17, 2020, the Zoning Enforcement Officer, Dale Stogner, did take and cause to be processed photographs depicting said property in its then condition, to be submitted as exhibits at the public hearing scheduled for March 17, 2020.

This the 17th day of March 2020.

Kini Gonsoulin
KINI GONSOULIN, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 17th day of March 2020.

-My Commission Expires-

Stacey Dahl
NOTARY PUBLIC



Mayor Bass asked for anyone speaking on behalf of this property, and no one came forward.

Alderman Frazer made motion seconded by Alderman Griffin and unanimously carried to close the public hearing and take the following action:

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The Mayor and Board of Aldermen took up the matter of the public hearing on the property located at 106 Beachview Circle, Long Beach, Mississippi, to determine and consider the condition of said property. After conducting the hearing and considering all matters produced there at and after hearing all persons interested and appearing, the Board of Aldermen declared the hearing finally closed. After a discussion of the subject, Alderman Frazer offered and moved the adoption of the following Resolution and Order:

**RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF LONG BEACH, MISSISSIPPI ADJUDICATING THE PROPERTY
LOCATED AT 106 BEACHVIEW CIRCLE, LONG BEACH, MISSISSIPPI, TO BE A
MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY AND
REQUIRING OWNER OF SUCH PROPERTY TO CLEAN SAID PROPERTY.**

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

1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 106 Beachview Circle, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of February 18, 2020, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be March 17, 2020, and directed notice of said hearing be served on the owner of said property in the manner as provided by said MCA Section 21-19-11;

2. That, having served the owner of said property, either by registered mail as is evidenced by the return receipt included in the materials produced at said hearing, or by personal service by police officer as evidenced by the return of service of such police officer, or by posting and publication of same, such service being in accordance with said MCA Section 21-19-11, and proof of same being spread upon the minutes of the Governing Authorities taken of such hearing, hereby made a part of the record of these proceedings;

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3. That the Mayor and Board of Aldermen having considered testimony evidence adduced at hearing regarding the condition of the subject property and the observations of individual Aldermen concerning the condition of the subject property in its condition on the date of hearing, and being fully advised in the premises, do find and adjudicate that the property is, in its present condition, in such a state of uncleanliness as to be a menace to the public health and safety of the community and/or constitutes an attractive nuisance. It is therefore,

RESOLVED AND ORDERED BY THE MAYOR PRO TEMPORE AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AS FOLLOWS:

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 106 Beachview Circle, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0612E-03-065.000, and according to said tax records is owned by Bob's Contracting Services Kenyon Homes Inc., is at present in such a state of uncleanliness as to be a menace to the public health and safety of the community and/or an attractive nuisance.

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

Removal of all discarded materials, dangerous items, and such other rubbish and/or debris as described in any notice or as appearing on said property contributing to the property constituting a nuisance and menace overall to the public health and safety, and abate or cause to be abated the conditions otherwise existing and constituting a menace to public safety and health as testified and/or described in general at the hearing, and as contained in the report letter from Zoning Enforcement Officer Dale Stogner dated January 6, 2020, and attached hereto.

3. That in the event that said owner shall fail to complete cleaning of the subject property within **ten (10) days** from entry of this Resolution and Order, then the governing authority shall proceed to clean the subject property as required by paragraph 2, above, by the use of municipal employees or by contract, with the cost of same, together with a penalty of \$1,500.00 or 50% of such actual cost, whichever is greater, to be, at the next regular meeting after completion of such clean-up, assessed against the said parcel of land.

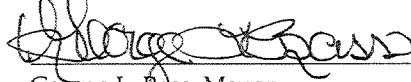
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Alderman McCaffrey seconded the motion to adopt the foregoing resolution and order, and the question being put to a roll call vote by the Mayor, the result was as follows:

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

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this the 17th day of March 2020.

APPROVED:


George L. Bass, Mayor

ATTEST:


Stacey Dahl, City Clerk

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in March, 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., Patricia Bennett, Deputy City Clerk Kini Gonsoulin, and City Attorney James C. Simpson, Jr.

Absent the meeting was Alderman Mark E. Lishen.

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

Alderman Griffin made motion seconded by Alderman Frazer and unanimously carried to amend the Municipal Docket by adding the following items:

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- Under New Business – Resolution-Ratify Emergency Proclamation for COVID 19
- Under New Business – Adopt Infectious Disease Control Policy
- Under Departmental Business; Personnel – Approve Emergency New Hire Police Department

Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to approve the Regular & Executive Session minutes of the Mayor and Board of Aldermen meetings dated March 2, 2020, as submitted.

Alderman Robertson made motion seconded by Alderman McCaffrey and unanimously carried to approve the Regular minutes of the Planning & Development Commission meeting dated March 12, 2020, as submitted.

Alderman Griffin made motion seconded by Alderman Frazer and unanimously carried to approve payment of invoices listed in Docket of Claims number 031720.

No action was taken regarding the Request to use Rec Center Gym – Pickleball. It was the consensus of the Board to offer the pickleball players to “pay as you go” use of the Recreation Center.

There came on for discussion a previously denied sidewalk variance request submitted by Mr. Phillip McNulty at 350 E 4th Street, whereupon Mr. McNulty offered to make the in lieu of payment for 75 foot of sidewalk on the 4th Street side of his property. After discussion, Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to allow Mr. McNulty to forgo installation of a sidewalk on the 4th Street side of his property if he makes the proper in lieu of payment.

There came on for discussion the following draft Memorandum of Understanding Regarding Conditional Donation of Property Known As The Alexander/Griffin Property To the City of Long Beach, Mississippi:

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DRAFT 05 Feb 2020

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

**MEMORANDUM OF UNDERSTANDING REGARDING CONDITIONAL DONATION OF PROPERTY
KNOWN AS THE ALEXANDER/GRIFFIN PROPERTY TO THE CITY OF LONG BEACH, MISSISSIPPI**

WHEREAS, William James Alexander and Janet Alexander Griffin, hereinafter referred to as the "Owners," are the owners of property ("Property") within the City of Long Beach consisting of "Greenvale", the home of WJ Quarles, an early settler of the City, and the adjacent cemetery (as shown as Tract B on the attached survey dated _____); and

WHEREAS, preservation of the Property and improvements thereto by the City of Long Beach ("City") would be of benefit, educational value, historical significance, and interest to local citizens, tourists and the City; and

WHEREAS, the Owners are willing to lease and deliver possession of the said Property to the City for a period of 24 months in order to allow the City to develop a strategy and long-term plans for development, to have access to the property for research and other investigative purposes, to submit proposals to funding sources, and make any necessary improvements related to the stated goals of preserving and using the Property for public good; and

WHEREAS, pursuant to award(s) of sufficient funding and/or other monetary consideration to the City for the purpose of restoration, renovation, and other improvements to the Property, the Owners intend to donate the Property to the City and relinquish all rights of possession; and

WHEREAS, it is in the best interests of the City that it enter into this Memorandum of Understanding with the Owners evidencing the agreement and intent of the parties regarding the 24-month term of lease and possession, use, and possible eventual donation of title to the Property to the City by the Owners.

NOW, THEREFORE, it is hereby agreed and understood between Owners and the City as follows:

1. A project task force will be established (consisting of 4-5 persons) with the goal of coordinating the development of plans for long-term use and maintenance of the Property in keeping with the goals regarding long-term use. One of the owners will be a member of the task force and the chair will be a non-elected individual resident of Long Beach with interest in preserving the history of Long Beach.
2. Understanding that the intention of the City and Owners is to preserve the Property for long-term beneficial use, Owners agree, at such time as a mutually agreed-upon plan and funding for to meet these goals are in place, the Owners intend to make a charitable gift and convey title to the Property to the City.
3. Owners do hereby lease the Property to the City for the sum of \$1.00 to the City of Long Beach for a period of 24 months from the date hereof.

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4. Maintenance and cost of any improvements to the Property during the 24-month period will be borne by the City. No gravesites on the property will be moved or disturbed at any time. In addition, during the 24-month period, no additional persons/remains will be buried in the cemetery without permission of the Owners.

5. During this 24-month period, the Property may be used by the City for civic/community activities which must include an emphasis on celebrating the history of Long Beach to include truck farming. During this period, the City will have full responsibility and liability for any use of the Property. No commercial rental or other such use may be made of the Property. The Owners will have the right to physically visit the Property at any time.

6. At the end of the 24-month period, by mutual agreement, the City and the Owners may extend the period of lease of the Property. If not, each party will be held harmless for any expenditures of time or expense during the period of this Agreement.

SO agreed this _____ day of _____ 2020.

City of Long Beach

OWNERS:

By: _____

William James Alexander, M.D.

George Bass, Mayor

Janet Alexander Griffin

Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to approve the forgoing Memorandum of Understanding with Mr. William Alexander and Ms. Janet Griffin.

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There came on for consideration at a duly constituted meeting of the Board of Aldermen and Mayor of the City of Long Beach held on 17th day of March 2020, the following Resolution, which was reduced to writing and presented in advance of the meeting for reading and examination:

RESOLUTION BOARD OF ALDERMEN AND MAYOR OF THE CITY OF LONG BEACH TO JOIN WITH THE OTHER MEMBERS OF THE MISSISSIPPI SOUND COALITION RESPECTFULLY REQUESTING THAT MISSISSIPPI'S SENATORS AND CONGRESSMEN INTRODUCE AND LEAD TO PASSAGE A NEW FEDERAL LAW TO BE KNOWN AS THE "MISSISSIPPI SOUND AND LAKE PONTCHARTRAIN PROTECTION ACT OF 2020"; AND FOR RELATED PURPOSES

Whereas, the Mission of the Mississippi Sound Coalition (composed of a majority of county and municipal governments in Mississippi's coastal counties, including the City of Long beach), is to restore and protect the ecosystem of the Mississippi Sound and the way of life and economies of coastal communities that depend on it, based on good science and fair public policy; and

Whereas, the Mississippi Sound Coalition has found and proposed that the proposed federal statute, the "Mississippi Sound and Lake Pontchartrain Protection Act of 2020", attached to this Resolution and made a part hereof, would provide essential legal authority for Mississippi state and local governments and the general public to participate meaningfully in federal, state and local public policy decisions affecting the ecosystems of the Mississippi Sound and the way of life and economies of coastal communities that depend on it, based on good science and fair public policy, and further would serve the local, state and national interest in restoring and protecting the Mississippi Sound Estuary and Lake Pontchartrain;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN AND MAYOR OF THE CITY OF LONG BEACH, THAT:

SECTION ONE. The findings, conclusions, and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

SECTION TWO. On behalf of the people of the City of Long Beach, the Mississippi Gulf Coast and the whole State of Mississippi, the Board of Aldermen and Mayor of the City of Long Beach do hereby join in and express their support of the request of the Mississippi Sound Coalition that Senators Roger Wicker and Cindy Hyde-Smith, and Congressmen Steven Palazzo, Bennie Thompson, Michael Guest and Trent Kelly, introduce and lead to passage the Mississippi Sound and Lake Pontchartrain Protection Act of 2020 in Congress in substantially similar substance as the proposed Act attached as Exhibit "A" to this resolution.

SECTION THREE. The Board of Aldermen and Mayor of the City of Long Beach, as Members of the Coalition and their attorneys hereby offer to provide any additional information the Mississippi Congressional Delegation and their staffs may need to assist in introduction and adoption of this Act that is so vital to the health, safety and welfare of the people of the Mississippi Gulf Coast, as well as all Mississippians and Americans.

SECTION FOUR. The Board of Aldermen and Mayor of the City of Long Beach are hereby authorized to send a copy of this Resolution to each member of Mississippi's Congressional Delegation and to Mississippi's Governor, Lt. Gov., Speaker of the House, Attorney General and Secretary of State.

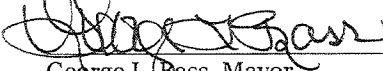
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The above and foregoing Resolution having been introduced in writing, was first read and considered section by section and then as a whole. This question being put to a roll call vote by the Mayor, the result was as follows:

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	Absent, not voting
Alderman Patricia Bennett	voted	Aye
Alderman Donald Frazer	voted	Aye

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 17th day of March, 2020.

APPROVED:


George L. Bass, Mayor

ATTEST:


Stacey Dahl, City Clerk

SEC. 1. SHORT TITLE.

This Act may be cited as the "Mississippi Sound and Lake Pontchartrain Protection Act of 2020".

SEC. 2. DEFINITIONS

- (a) The term "Mississippi Sound Estuary and Lake Pontchartrain" means Lake Pontchartrain and the marshes, water and water bottoms that are subject to the ebb and flow of the tide in Louisiana and Mississippi south and east of Lake Pontchartrain and north of the Chandeleur Island, Cat Island, Ship Island, Horn Island and Petit Bois Island including, but not limited to, Lake Bourne, Biloxi Marsh, and extending northward to the mean high tide line between upland and public trust tidelands.
- (b) The term "affected local governments" means the Presidents of the Boards of Supervisors of Hancock, Harrison, and Jackson Counties, Mississippi, and the Mayors of the incorporated municipalities within Hancock, Harrison, and Jackson Counties, Mississippi, the Louisiana Department of Environmental Quality, the Louisiana Department of Wildlife and Fisheries, the Louisiana Emergency Management Agency, the Presidents of the Parish Councils of Orleans, St. Tammany, St. Bernard and Plaquemines Parishes, Louisiana, and the Mayors of the incorporated municipalities within Orleans, St. Tammany, St Bernard and Plaquemines Parishes.

SEC. 3. PROTECTION OF MISSISSIPPI SOUND ESTUARY AND LAKE PONTCHARTRAIN

- (a) IN GENERAL. The Mississippi River Commission and the U.S. Army Corps of Engineers shall operate the Bonnet Carré Spillway, the Morganza Spillway, and all other spillways and river water diversions in accordance with the additional criteria and operating plans specified in section 4 of this Act and exercise other authorities under existing law in such a manner as to protect, mitigate adverse impacts to, and improve

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the values of the Mississippi Sound Estuary and Lake Pontchartrain, including, but not limited to, natural and cultural resources and visitor use.

(b) COMPLIANCE WITH EXISTING LAW. The Mississippi River Commission and the U.S. Army Corps of Engineers shall implement this section in a manner fully consistent with and subject to the Marine Mammal Protection Act, Magnuson-Stevens Fishery Conservation and Management Act, National Environmental Policy Act, Coastal Zone Management Act, and Endangered Species Act.

(c) RULE OF CONSTRUCTION. The provisions of this Act supersede, take precedence over, and pre-empt any conflicting provisions in Section 20201 of the Bipartisan Budget Act of 2018, Public Law 115-123, 33 U.S.C. 702(a), 33 U.S.C. 641-653a, and any other laws in conflict with the provisions of this Act.

SEC. 4. INTERIM PROTECTION OF THE MISSISSIPPI SOUND ESTUARY AND LAKE PONTCHARTRAIN

(a) INTERIM OPERATIONS. Pending compliance by the Mississippi River Commission and the U.S. Army Corps of Engineers with Section 4 of this Act, the Mississippi River Commission and the U.S. Army Corps of Engineers shall, on an interim basis, continue to operate the Bonnet Carré Spillway, the Morganza Spillway, and all other spillways and river water diversions utilizing the best and most recent scientific data available.

(b) CONSULTATION.-The Mississippi River Commission and the U.S. Army Corps of Engineers shall implement Interim Operations in consultation with-

- (1) Appropriate agencies of the Department of the Interior, United States Fish and Wildlife Service, and the National Oceanic and Atmospheric Administration;
- (2) The Governors of the States of Mississippi and Louisiana;
- (3) The Affected Local Governments; and
- (4) The general public, including representatives of the seafood industry, the tourism

Minutes of March 17, 2020 Mayor and Board of Aldermen

industry, academic and scientific communities, environmental organizations, and the recreation industry in Mississippi and Louisiana.

(c) DEVIATION FROM INTERIM OPERATIONS. The Mississippi River Commission and the U.S. Army Corps of Engineers may deviate from Interim Operations upon a finding that deviation is necessary and in the public interest to respond to hydrologic extremes or flood emergencies, to comply with the standards set forth in Section 4, or respond to advances in scientific data.

(d) TERMINATION OF INTERIM OPERATIONS. Interim operations described in this section shall terminate upon compliance by the Mississippi River Commission and the U.S. Army Corps of Engineers with Section 4 of this Act.

SEC. 5. ENVIRONMENTAL IMPACT STATEMENT; LONG-TERM OPERATION OF BONNET CARRÉ SPILLWAY.

(a) FINAL ENVIRONMENTAL IMPACT STATEMENT. Not later than 2 years after the date of enactment of this Act, the Mississippi River Commission and the U.S. Army Corps of Engineers shall complete a final environmental impact statement, in accordance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.). The environmental impact statement shall include consideration of alternative means of flood control and management on the Mississippi River which could lessen or mitigate adverse impacts to the Mississippi Sound Estuary and Lake Pontchartrain from operation of the Bonnet Carré Spillway and other elements of the Mississippi River and Tributaries Project.

(b) AUDIT.-The Comptroller General shall audit the costs and benefits to water and water bottom users and to natural, recreational, and cultural resources resulting from management policies and spillway policies identified pursuant to the environmental impact statement described in sub-section 4 (a) of this Act; and report the results of the audit to

**Minutes of March 17, 2020
Mayor and Board of Aldermen**

Mississippi River Commission and the U.S. Army Corps of Engineers and the Congress.

(c) **ADOPTION OF CRITERIA AND PLANS.** (1) Based on the findings, conclusions, and recommendations made in the environmental impact statement prepared pursuant to subsection 4 (a) and the audit performed pursuant to subsection 4 (b) of this Act, the Mississippi River Commission and the U.S. Army Corps of Engineers shall:

(A) adopt criteria and operating plans separate from and in addition to any such criteria or plans specified in the Flood Control Act and any policies or manuals of operation in existence prior to this Act; and

(B) exercise other authorities under existing law, so as to ensure that the Bonnet Carré Spillway is operated in a manner consistent with Section 2 of this Act.

1) Each year after the date of the adoption of criteria and operating plans pursuant to paragraph (1), the Mississippi River Commission and the U.S. Army Corps of Engineers shall transmit to the Congress and to the Governors of Mississippi and Louisiana a report on the operations of the preceding year and the projected year operations undertaken pursuant to this Act.

2) In preparing the criteria and operating plans described in this subsection 4 (c) of this Act, the Mississippi River Commission and the U.S. Army Corps of Engineers shall consult with the Governors of Mississippi and Louisiana and the Affected Local Governments.

(d) **REPORT TO CONGRESS.** Upon implementation of long-term operations under

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Mayor and Board of Aldermen

subsection 4 (c) of this Act, the U.S. Army Corps of Engineers and the Mississippi River Commission shall submit to the Congress the environmental impact statement described in subsection (a) and a report describing the long-term operations and other reasonable measures taken to protect, mitigate adverse impacts to, and improve the condition of the natural, recreational, and cultural resources of the Mississippi Sound Estuary and Lake Pontchartrain downstream from the Bonnet Carré Spillway.

(e) DETERMINATION OF COSTS. The Secretary of Defense, in consultation with the Secretary of the Interior, shall determine the effect of all the provisions of this Act and submit a report to the appropriate House and Senate committees by January 31 of each fiscal year, and such report shall contain for that fiscal year a detailed accounting of expenditures incurred pursuant to this Act.

SEC. 6. LONG-TERM MONITORING.

(a) IN GENERAL. The Mississippi River Commission and the U.S. Army Corps of Engineers shall establish and implement long-term monitoring programs and activities that will ensure that the Bonnet Carré Spillway is operated in a manner consistent with section 2 of this Act.

(b) RESEARCH. Long-term monitoring of Bonnet Carré spillway shall include any necessary research and studies to determine the effect of the Mississippi River Commission and the U.S. Army Corps of Engineers actions under section 4(c) of this Act on the natural, recreational, and cultural resources of the Mississippi Sound Estuary and Lake Pontchartrain.

(c) CONSULTATION. The monitoring programs and activities conducted under subsection 5 (a) of this Act shall be established and implemented in consultation with the Governors of the States of Mississippi and Louisiana and the general public, including the Affected Local Governments.

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Mayor and Board of Aldermen**

SEC. 7. REPRESENTATIVES ON THE MISSISSIPPI RIVER COMMISSION

33 U.S.C. § 642 is amended to provide as follows:

The President of the United States shall appoint eight commissioners, three of whom shall be selected from the Engineer Corps of the Army, one from the National Ocean Survey, and four from civil life, two of whom shall be civil engineers. Of the members from civil life at least one shall be from the State of Louisiana and at least one shall be from the State of Mississippi. And any vacancy which may occur in the commission shall in like manner be filled by the President of the United States; and he shall designate one of the commissioners appointed from the Engineer Corps of the Army to be president of the commission. The commissioners appointed under sections 641 to 644, 646, and 647 of this title, except those appointed from civil life, shall remain in office subject to removal by the President of the United States. Each commissioner appointed from civil life after November 7, 1966, shall be appointed for a term of nine years.

SEC. 8. AUTHORIZATION OF APPROPRIATIONS.

There are authorized to be appropriated such sums as are necessary to carry out this Act.

Minutes of March 17, 2020 Mayor and Board of Aldermen

There came on for consideration at a duly constituted meeting of the Board of Aldermen and Mayor of the City of Long Beach held on the 17th day of March, 2020 the following Resolution, which was reduced to writing and presented in advance of the meeting for reading and examination:

A RESOLUTION BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AUTHORIZING AND DIRECTING EXECUTION AND RATIFICATION OF AN INTERLOCAL AGREEMENT TO ALLOW THE CITY OF LONG BEACH AND THE HARRISON COUNTY BOARD OF SUPERVISORS TO CONTINUE TO WORK TOGETHER TOWARD SHARING/COMBINING GOVERNMENTAL ACTIVITIES IN A COST EFFECTIVE MANNER, WHICH WILL RESULT IN SUBSTANTIAL SAVINGS TO THE TAXPAYERS OF HARRISON COUNTY AND THE CITY OF LONG BEACH, THEREBY REALIZING A SAVINGS ON THE AMOUNT OF TAXES REQUIRED TO BE PAID BY THE CITIZENS THEREOF, AND FOR RELATED PURPOSES.

WHEREAS, the citizens of the City of Long Beach, Mississippi (hereinafter sometimes referred to as "THE CITY") have, from time to time, expressed a desire to share/combine governmental operations with the Board of Supervisors of Harrison County, Mississippi to ensure greater efficiency as well as savings in tax dollars resulting in lower taxes to the taxpayers of the City of Long Beach; and

WHEREAS, the Board of Supervisors of Harrison County, Mississippi, has also expressed a desire and willingness to continue to work together with the City toward sharing/combining governmental activities in a cost effective manner, which will result in substantial savings in taxes required to be paid by the citizens of Harrison County; and

WHEREAS, the Mayor and Board Alderman and Board of Supervisors of Harrison County have heretofore expressed their respective desire to enter into an Interlocal Governmental Cooperation Agreement as provided by §17-31-1, *et. seq.*, Mississippi Code of 1972, Annotated; and

WHEREAS, the Mayor and Board Alderman of the City of Long Beach and Board of Supervisors of Harrison County have heretofore entered into such Interlocal Agreement for the purposes as stated herein, and it is the desire of the Mayor and Board of Aldermen of the City of Long Beach to continue to work together with the newly-elected Board of Supervisors toward sharing/combining governmental activities in a cost effective manner under the terms and conditions of said Interlocal Governmental Cooperation Agreement, which will result in substantial savings to the taxpayers of the City of Long Beach and thereby a savings on the amount of taxes required to be paid by the citizens of Harrison County; and

WHEREAS, there will be no separate or legal or administrative entity created hereby, but the purposes of this Agreement shall be that the governing authorities of the respective governmental entities, namely the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, and the Board of Supervisors of Harrison County, Mississippi shall cooperate within and under the terms of this Agreement to achieve maximum efficiency for governmental services at minimum cost to the taxpayers of the City of Long Beach and the Harrison County.

NOW, THEREFORE, BE IT RESOLVED that the City of Long Beach, Mississippi, acting by and through its Mayor and Board of Alderman, does hereby express its desire to approve and execute the attached Interlocal Governmental Cooperation Agreement with the Board of Supervisors of Harrison County, Mississippi, for the services and purposes outlined therein; said Agreement being authorized by §17-13-1, *et. seq.*, Mississippi Code of 1972, Annotated, and subject to any further necessary approval of the Attorney General of the State of Mississippi; and that the Mayor and City Clerk are directed and authorized to execute and all documents as are necessary and proper to accomplish such continuation.

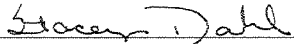
Following the reading of the foregoing resolution, Alderman McCaffrey made the motion to approve and Alderman Griffin seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote by the mayor, the result was as follows:

Minutes of March 17, 2020
Mayor and Board of Aldermen

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	Absent, not voting
Alderman Patricia Bennett	voted	Aye
Alderman Donald Frazer	voted	Aye

The above and foregoing, having received the Affirmative vote of all of the Aldermen present and voting, the Mayor declared the same carried and adopted, this the 17th day of March, 2020.

Approved: 
GEORGE L. BASS, MAYOR

ATTEST: 
STACEY DAHL, CITY CLERK

SEAL



Minutes of March 17, 2020 Mayor and Board of Aldermen

There came on for consideration at a duly constituted meeting of the Board of Aldermen and Mayor of the City of Long Beach held on the 17th day of March, 2020 the following Resolution, which was reduced to writing and presented in advance of the meeting for reading and examination:

A RESOLUTION BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AUTHORIZING AND DIRECTING EXECUTION AND RATIFICATION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LONG BEACH AND THE HARRISON COUNTY BOARD OF SUPERVISORS WHEREBY THE HARRISON COUNTY TAX ASSESSOR WOULD CONTINUE TO PERFORM TAX ASSESSMENTS FOR THE CITY; THE HARRISON COUNTY TAX COLLECTOR WOULD CONTINUE TO PERFORM TAX COLLECTIONS FOR THE CITY; AND THE HARRISON COUNTY CHANCERY CLERK WOULD CONTINUE TO CONDUCT REDEMPTIONS OF CITY TAXES, IF NECESSARY, FOR THE CITY WHICH WILL RESULT IN SUBSTANTIAL SAVINGS TO THE TAXPAYERS THE CITY OF LONG BEACH, AND FOR RELATED PURPOSES.

WHEREAS, the citizens of the City of Long Beach, Mississippi have, from time to time, expressed a desire to share/combine governmental operations with the Board of Supervisors of Harrison County, Mississippi to ensure greater efficiency as well as savings in tax dollars to the taxpayers of the City of Long Beach; and

WHEREAS, the Board of Supervisors of Harrison County, Mississippi, has also expressed a desire and willingness to continue to work together with the City toward sharing/combining governmental activities in a cost effective manner, which will result in substantial savings to the citizens of Harrison County; and

WHEREAS, the Mayor and Board Alderman of the City of Long Beach and the Board of Supervisors of Harrison County have heretofore expressed their respective desire to enter into an Interlocal Governmental Cooperation Agreement as provided by §17-31-1, *et. seq.*, Mississippi Code of 1972, Annotated whereby the Harrison County Tax Assessor would continue to perform tax assessments for the city; the Harrison County Tax Collector would continue to perform tax collections for the city; and the Harrison County Chancery Clerk would continue to conduct redemptions of city taxes, if necessary, for the city, which will result in substantial savings to the taxpayers the City of Long Beach; and

WHEREAS, the Mayor and Board Alderman of the City of Long Beach and Board of Supervisors of Harrison County have heretofore entered into such Interlocal Agreement for the purposes as stated herein, and it is the desire of the Mayor and Board of Aldermen of the City of Long Beach to continue to work together with the newly-elected Board of Supervisors toward sharing/combining governmental activities in a cost effective manner under the terms and conditions of said Interlocal Governmental Cooperation Agreement, whereby the Harrison County Tax Assessor would continue to perform tax assessments for the city; the Harrison County Tax Collector would continue to perform tax collections for the city; and the Harrison County Chancery Clerk would continue to conduct redemptions of city taxes, if necessary, for the City, which will result in substantial savings to the taxpayers the City of Long Beach; and

WHEREAS, there will be no separate or legal or administrative entity created hereby, but the purposes of this Agreement shall be that the governing authorities of the respective governmental entities, namely the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, and the Board of Supervisors of Harrison County, Mississippi shall cooperate within and under the terms of this Agreement to achieve maximum efficiency for governmental services at minimum cost to the taxpayers of the City of Long Beach and Harrison County.

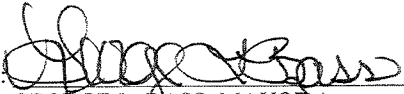
NOW, THEREFORE, BE IT RESOLVED that the City of Long Beach, Mississippi, acting by and through its Mayor and Board of Alderman, does hereby express its desire to approve and execute the attached Interlocal Governmental Cooperation Agreement with the Board of Supervisors of Harrison County, Mississippi, for the services and purposes outlined therein; said Agreement being authorized by §17-13-1, *et. seq.*, Mississippi Code of 1972, Annotated, and subject to any further necessary approval of the Attorney General of the State of Mississippi; and that the Mayor and City Clerk are directed and authorized to execute and all documents as are necessary and proper to accomplish such continuation.

Minutes of March 17, 2020
Mayor and Board of Aldermen

Following the reading of the foregoing resolution, Alderman Griffin made the motion to approve and Alderman McCaffrey 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	Absent, not voting
Alderman Patricia Bennett	voted	Aye
Alderman Donald Frazer	voted	Aye

The above and foregoing, having received the Affirmative vote of all of the Aldermen present and voting, the Mayor declared the same carried and adopted, this the 17th day of March, 2020.

Approved: 
GEORGE L. BASS, MAYOR

ATTEST:


STACEY DAHL, CITY CLERK

SEAL



**Minutes of March 17, 2020
Mayor and Board of Aldermen**

It came on for discussion to appoint an Interim Civil Service Commissioner to fill in while a current Commissioner recoups from surgery. Based on information provided by City Attorney Jim Simpson, no action was taken.

Alderman Griffin made motion seconded by Alderman Robertson and unanimously carried to approve the following Special Event Application submitted by First Baptist Church for it's Children's Easter Festival, and waive all fees, contingent upon cancellation due to COVID19:



LARUE STEPHENS, PH.D., PASTOR
MATTHEW GADDY, MINISTER OF MUSIC
BRENDA DAVIS, MINISTER OF EDUCATION
JOHN JONES, STUDENT MINISTER

February 25, 2020

The Honorable George L. Bass
Long Beach City Hall
201 Jeff Davis Avenue
Long Beach, MS 39560

Dear Mayor Bass,

First Baptist Church of Long Beach is respectfully requesting consideration for fees to be waived for the use of our city's Town Green on April 5, 2020, from 12:00 p.m. – 6:00 p.m., for the purpose of hosting a community-wide Children's Easter Festival. We are requesting use of the full facilities at the Town Green, from the stage to the shoefly. On Sunday afternoon we will set up family-oriented games and provide gifts to all the children, including plastic Easter eggs filled with candies and gifts. Members of our church will provide games, music, and puppet shows for attendees to enjoy. The games would be set up on the grass lawn from the shoefly toward the City Library. Arrangements have been secured for use of our City School District property at Town Green with this event. We will police the grounds afterward and place all trash into appropriate containers so that the property is clean when we leave. Our desire is to gift the families of our city with wholesome family-oriented activities where the parents can enjoy time with their children at no cost to the family.

Thank you for your consideration of this request. If you have any questions, please contact me, Dr. LaRue Stephens, at (228) 806-3651.

Sincerely,

Dr. LaRue Stephens

Minutes of March 17, 2020
Mayor and Board of Aldermen

April 5, 2020
Sunday
12:00 - 4:00 pm
Children's Easter
Festival
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: 2/25/20 Time: 3:38 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: First Baptist Church of Long Beach
Organization Address: 300 N Cleveland Ave
Organization Agent: LARue Stephens Title: Pastor / President of Corporation
Phone: 228-864-2584 Work Home 228-806-3651 During event 228-806-3651
Agent's Address: 10 Citadel Circle Long Beach MS 39560
Agent's E-Mail Address: LARue@fbcfb.com
Event Name: Children's Easter Festival

Please give a brief description of the proposed special event: Family event for Long Beach residents, children's games, give-aways, music, free food & water, petting zoo.

Event Day(s) & Date(s): Sunday, April 5, 2020 Event Time(s): 2:00 - 4:00 PM
Set-Up Date & Time: April 5, 12:00 Noon Tear-Down Date & Time: April 5, 6:00 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? 1 year, 2019

ADOPTED: 11.15.11-BOARD ACTION

Minutes of March 17, 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: None through Date/ Time _____

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

VENDORS: Food Concessions? YES NO

Other Vendors? YES NO

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

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

If yes, what time? _____ Until _____

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

Just the music played for games & children's songs.
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? 800 - 1,000

People will come & go.

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.)

Use of sound system if possible, maybe some extra trash cans for convenience. We can remove trash if desired.

ADOPTED: 11.15.11-BOARD ACTION

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

We have insurance coverage. See Attached
Certificate of Liability Insurance.

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.

2/25/2020
Date

Dr. J. Paul Stephens
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 March 17, 2020 Mayor and Board of Aldermen

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/20/2020
PRODUCER PERRETT INSURANCE AGENCY, LLC 114 Rowan Oak Place Terry, MS 39170	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Long Beach First Baptist Church PO Box 338 Long Beach, MS 39560	INSURERS ACCORDING TO COVERAGE	NAIC #
	INSURER A: GuideOne Mutual Insurance	16032
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSURER	ADD'L INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER PRO- <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> JECT <input type="checkbox"/> LOC	1265-410	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/PO/AGG \$ 5,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> Comp. Ded. \$ Collision Ded. \$				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (PER accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNERSHIP/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU- OTH- TOR LIMITS ER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Easter Children's Festival 04/05/2020						

CERTIFICATE HOLDER Long Beach City Hall Long Beach, MS	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2001/08)

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Minutes of March 17, 2020
Mayor and Board of Aldermen

Event Title: Children's Easter Festival 4/5/20 12-6 pm

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

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

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

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

Parks/REC: RP 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 March 17, 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):

First Baptist Church

Telephone Number: 228-864-2584 (Home) 228-806-3651 (Cell)

Street Address: 300 N. Cleveland Ave

City: Long Beach State: MS Zip: 39560

Type of Event: Children's Easter Festival

Start Time: 12:00 PM (2:00-9:00)

Closing Time: 6:00 PM

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

April 5, 2020 - Sunday

(Date)

Town Green

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: Dr. J. R. Stephens

Date: February 25, 2020

Rental Fee \$ _____ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

~ 1 ~

Minutes of March 17, 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, We, First Baptist Church, Latrice Stephens, 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 25th day of February, 2020.

X Authorized Signature Latrice Stephens, president of Corporation
X Witness [Signature]

**Minutes of March 17, 2020
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LONG BEACH TOWN GREEN RULES AND REGULATIONS

The Town Green is owned and operated by the City of Long Beach and administered by the Department of Parks and Recreation. All groups wishing to book the facility are considered on first come, first serve basis. The City of Long Beach reserves the right to provide activities on those dates deemed appropriate in carrying out its program(s).

Permission to use the Town Green does not include the closing of the Town Green to the general public. When renting the shoo-fly area the permit tee agrees not to restrict the public from entering the grounds or the parking lot connected to the Town Green.

Tables and chairs are NOT provided at this facility. Arrangements for the rental of these items are the responsibility of the permit tee. However, the City does rent their stage and bleacher area. You can get the rental fees for those areas by contacting the Parks and Recreation Department.

Gambling will not be permitted on the Town Green or in any of the buildings at this location and failure to comply with this policy shall be grounds for cancellation of the permit.

The selling or consumption of alcoholic beverages on the Town Green is NOT ALLOWED without written consent for the City of Long Beach Parks and Recreation Department. Requests must be presented in writing and will be considered on an individual basis.

NO GLASS BOTTLES OR OTHER GLASS CONTAINERS are allowed on the Town Green area without the approval of the Parks and Recreation Department.

The permit tee is responsible for the cleaning of the grounds following his/her activity. Failure to clean the area may result in forfeiture of the deposit, and/or the denial of any future use of this facility by their person(s) or group.

All functions must be concluded and the premises emptied no later than midnight. Any deviation from this policy will have to approve the by the Parks and Recreation Department.

There will be no nailing, screwing or tying of any type to the Gazebo's and Shoo-fly structures; this includes the trees on the grounds. Some exceptions can be made but only with prior consent from The City of Long Beach.

Any special requests must be submitted in writing and approved by the City of Long Beach Parks and Recreations Department.

No vehicles are allowed on the grounds without approval from Director or Assistant Director of Parks and Recreation.

Smith's LST

~ 3 ~

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FEES:

Deposit Fee – A deposit of \$100.00 must be paid when your contract is signed, this will also secure your event date. **Deposit for festivals is \$300.00**

Rental Fees - \$150.00 per day for the stage and bleacher areas, \$50.00 per day for each gazebo, & \$50.00 per day for the shoo-fly area. **Festival rental is \$400.00 this fee must be paid 1 month prior to the event date.**

Clean-up Fee - \$200.00 for events - **\$300.00 for festivals**, this fee is refundable. You are responsible for cleaning up after your event/festivals, if you fail to do so your cleanup fee will not be refunded to you. The property will be inspected at the end of your event/festival.

Non-Profit Group Fee- To be considered for the reduced rate you must provide The City of Long Beach with a copy of the organizations 501 C-3 tax status form that is filed with the Secretary of State in Jackson, MS. If you do qualify for the discounted rate it will reduce it by half.

Security Personnel - \$25.00 per hour with a 4 hours minimum. The requirement for security personnel will be handled on a case by case basis. This will be handled by a City of Long Beach Police Department representative and will be dependent on the type of event and estimated attendance. You will need to contact the City of Long Beach Police Department to make those arrangements.

Refunds – All refund will be processed the day after your event and inspection. As long as there is no damage your refund will be mailed out to you and could take 3-5 weeks for you to receive.

Cancellation Policies: should the permit tee cancel his/her event with the Parks and Recreation Department prior to 60 days of their scheduled event, 100% of the deposit will be refunded. Any cancellation within 60 days their deposit will be forfeited. If a warning or watch for a hurricane is present, then the renter would be refunded full rent and deposit. Any other exception (weather conditions) will be on a case by case basis.



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The Mayor and Board of Aldermen of the City of Long Beach and took up for consideration the matter of a Proclamation by the Mayor of the City Of Long Beach declaring a civil and/or local emergency to exist as a result of a threatened or existing public health emergency (Covid-19). After a discussion of the subject Alderman Robertson 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 RATIFYING AND CONFIRMING THE PROCLAMATION BY THE MAYOR OF THE CITY OF LONG BEACH DECLARING A CIVIL AND/OR LOCAL EMERGENCY TO EXIST AS A RESULT OF A THREATENED OR EXISTING PUBLIC HEALTH EMERGENCY RESULTING FROM THE COVID-19 CRISIS, AND FOR RELATED PURPOSES.

WHEREAS, the coronavirus known as SARS-CoV-2 ("the virus") was first detected in Wuhan, Hubei Province, People's Republic of China, causing outbreaks of the coronavirus COVID-19 that has now spread globally causing the United States Secretary of Health and Human Services (HHS) to declare a public health emergency on January 31, 2020; and

WHEREAS, finding the COVID-19 outbreak in the United States to constitute a national emergency, President Donald J. Trump, did find and proclaim that the COVID-19 outbreak in the United States constitutes a national emergency, beginning March 1, 2020 and issued his declaration regarding same; and

WHEREAS, on March 14, 2020, the Governor of the State of Mississippi did issue his Proclamation wherein he did declare 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; and

WHEREAS, on March 16th 2020, Mayor George L. Bass under authority of 45-17-3, et seq., Miss Code Ann. and related statutes did find, proclaim and declare a Civil Emergency in the City of Long Beach, and therefor proclaimed a local state of emergency in the City of Long Beach, Mississippi, 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

**Minutes of March 17, 2020
Mayor and Board of Aldermen**

the potential impacts thereof (illness, injury and death) which threaten the City of Long Beach and Harrison County in the State of Mississippi; and

WHEREAS, the Governing Authority of the City of Long Beach is vested with authority to confirm, extend and declare a “state of emergency” to protect the health and safety of persons as a result of the impending crisis by virtue of §33-15-17, *et seq.* and §45-17-1, *et seq.*, Miss. Code Ann., as amended, and related statutes, and Sec. 1-70, Code of Ordinances of the City of Long Beach; and

WHEREAS, finding such state of emergency continues to exist as of the date hereof, and in order that the Mayor, as chief executive officer of the City of Long Beach, and City and County officials in charge of emergency management may take such emergency measures, and authorize certain acts or expenditures, and give direction to emergency service providers, fire and police personnel as may be required for protection of the health and safety of persons and property, both public and private, threatened by the impending crisis and to request and apply for Federal and State assistance, a “state of emergency” should be declared by this city government to respond to the impending crisis;

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

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That due to the threat of Covid-19 caronavirus within the geographic limits of the City of Long Beach causing or threatening to cause illness, injury or death to persons to such an extent that extraordinary measures must be taken to protect the public health, safety, and welfare, a “state of emergency” is hereby found to continue to exist, and same is hereby officially again declared and proclaimed for the reasons stated in the Preamble hereto, and that all such measures as are necessary, proper and allowed under law shall be authorized and directed, and all such measures necessary, proper and allowed under law should be taken in order to protect the health and safety of persons and property that may be affected by the threat of Covid-19 crisis described above.

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SECTION 3. The Mayor of the City of Long Beach, as its chief executive officer, and City and County emergency management officials vested with authority to act during times when a threat to health of persons requires local government to declare a state of emergency, are hereby granted all legal authority required to act as required to respond to said emergency, including incurring emergency expenditures, requesting aid and rendering assistance, seeking State, Federal and other assistance to care for and to protect the health and safety of persons and property that may be affected by the threat of Covid-19 crisis described above.

SECTION 4. It is further proclaimed and declared that said state of emergency shall be deemed to continue to exist in the City of Long Beach until its termination is ordered and proclaimed by the Mayor or Governing Authority; a copy of this proclamation is hereby filed with the Municipal Clerk of the City of Long Beach, and made a public record.

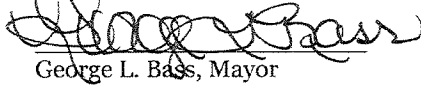
SO ORDERED AND PROCLAIMED, on this the 17th day of March 2020.

Alderman McCaffrey 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	Absent, not voting
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 17th day of March, 2020.

APPROVED:


George L. Bass, Mayor

ATTEST:


Stacey Dahl, City Clerk

Minutes of March 17, 2020
Mayor and Board of Aldermen

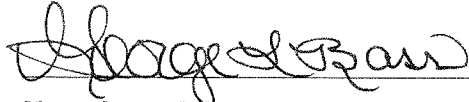
**A PROCLAMATION BY THE MAYOR OF THE CITY OF LONG BEACH
DECLARING A CIVIL AND/OR LOCAL EMERGENCY TO EXIST AS A RESULT
OF A THREATENED OR EXISTING PUBLIC HEALTH EMERGENCY (COVID-
19)**

WHEREAS, the Mayor of the City of Long Beach, Mississippi, does hereby declare and proclaim that a **“state of emergency”** exists in the City of Long Beach, Mississippi, 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 surrounding areas and the potential impacts thereof (illness, injury and death) which threaten to commence in the area and impact an area that includes the City of Long Beach and Harrison County in the State of Mississippi; and the undersigned Mayor of the City of Long Beach, and under authority of 45-17-3, et seq., Miss Code Ann. and related statutes, finds and declares that a **“Civil Emergency”** presently exists in the City of Long Beach, Mississippi, and under authority of 33-15-17 (d), et seq. Miss. Code Ann. and related statutes, finds and declares that a **“Local Emergency”** presently exists in the City of Long Beach, Mississippi;

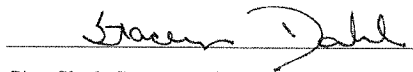
NOW, THEREFORE, IT IS HEREBY PROCLAIMED that due to the threat of Covid-19 within the geographic limits of the City of Long Beach causing or threatening to cause illness, injury or death to persons to such an extent that extraordinary measures must be taken to protect the public health, safety, and welfare, as of 12:00 noon CST, on March 16, 2020, a **“Civil Emergency”** and a **“local Emergency”** in the City of Long Beach are hereby declared to exist as a result of the spread of Covid-19, a novel coronavirus, within Mississippi and surrounding areas and the potential impacts thereof (illness, injury, and death) which threaten to commence in the area that includes the City of Long Beach and Harrison County in the State of Mississippi; and

IT IS FURTHER PROCLAIMED and declared that said state of emergency shall be deemed to continue to exist in the City of Long Beach until its termination is ordered and proclaimed by the Mayor or Governing Authority; a copy of this proclamation is hereby filed with the Municipal Clerk of the City of Long Beach, and made a public record.

SO ORDERED AND PROCLAIMED, on this the 16th day of March, 2020.


Mayor George L. Bass

Filed and Attested by:


City Clerk Stacey Dahl

It came on for discussion a need to adopt an Infectious Disease Control Policy. After discussion, Alderman Griffin made motion seconded by Alderman McCaffrey and unanimously carried to adopt the following policy:

Minutes of March 17, 2020 Mayor and Board of Aldermen

Infectious Disease Control Policy

The City of Long Beach will take proactive steps to protect the workplace in the event of an infectious disease outbreak. It is the goal of the City during any such time period to strive to operate effectively and ensure that all essential services are continuously provided and that employees are safe within the workplace.

The City of Long Beach is committed to providing authoritative information about the nature and spread of infectious diseases, including symptoms and signs to watch for, as well as required steps to be taken in the event of an illness or outbreak.

Preventing the Spread of Infection in the Workplace

The City of Long Beach will ensure a clean workplace, including the regular cleaning of objects and areas that are frequently used, such as bathrooms, breakrooms, conference rooms, door handles and railings.

We ask all employees to cooperate in taking steps to reduce the transmission of infectious disease in the workplace. The best strategy remains the most obvious—frequent hand washing with warm, soapy water; covering your mouth whenever you sneeze or cough; and discarding used tissues in wastebaskets. When available, we will install alcohol-based hand sanitizers throughout the workplace and in common areas.

Unless otherwise notified, our normal attendance and leave policies will remain in place. Individuals who believe they may face particular challenges reporting to work during an infectious disease outbreak should take steps to develop any necessary contingency plans. For example, employees might want to arrange for alternative sources of childcare should schools close and/or speak with supervisors about the potential to work from home temporarily or on an alternative work schedule.

Telecommuting

Telework requests will be handled on a case-by-case basis. While not all positions will be eligible, all requests for temporary telecommuting should be submitted to your manager for consideration.

Staying Home When Ill

Many times, with the best of intentions, employees report to work even though they feel ill. We provide paid sick time and other benefits to compensate employees who are unable to work due to illness.

During an infectious disease outbreak, it is critical that employees do not report to work while they are ill and/or experiencing the following symptoms: Examples include fever, cough, sore throat, runny or stuffy nose, body aches, headache, chills and fatigue. Currently, the Centers for Disease Control and Prevention recommends that people with an infectious illness such as the flu remain at home until at least 24 hours after they are free of fever (100 degrees F or 37.8 degrees C) or signs of a fever without the use of fever-reducing medications. Employees who report to work ill will be sent home in accordance with these health guidelines.

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Authority of Mayor

The Mayor has the authority to send home and/or instruct employees not to report to work for a non-disciplinary action. Regular wages would continue, but would not include overtime wages for hours not worked.

Requests for Medical Information and/or Documentation

If you are out sick or show symptoms of being ill, it may become necessary to request information from you and/or your health care provider. In general, we would request medical information to confirm your need to be absent, to show whether and how an absence relates to the infection, and to know that it is appropriate for you to return to work. As always, we expect and appreciate your cooperation if and when medical information is sought.

Confidentiality of Medical Information

Our policy is to treat any medical information as a confidential medical record. In furtherance of this policy, any disclosure of medical information is in limited circumstances with supervisors, managers, first aid and safety personnel, and government officials as required by law.

Social Distancing Guidelines for Workplace Infectious Disease Outbreaks

In the event of an infectious disease outbreak, The City of Long Beach may implement these social distancing guidelines to minimize the spread of the disease among the staff.

During the workday, employees are requested to:

1. Avoid meeting people face-to-face. Employees are encouraged to use the telephone, online conferencing, e-mail or instant messaging to conduct business as much as possible, even when participants are in the same building.
2. If a face-to-face meeting is unavoidable, minimize the meeting time, choose a large meeting room and sit at least one yard from each other if possible; avoid person-to-person contact such as shaking hands.
3. Avoid any unnecessary travel and cancel or postpone nonessential meetings, gatherings, workshops and training sessions.
4. Do not congregate in work rooms, pantries, copier rooms or other areas where people socialize.
5. Bring lunch and eat at your desk or away from others (avoid lunchrooms and crowded restaurants).
6. Encourage members and others to request information and orders via phone and e-mail in order to minimize person-to-person contact. Have the orders, materials and information ready for fast pick-up or delivery.

Outside activities

Employees might be encouraged to the extent possible to:

1. Avoid public transportation (walk, cycle, drive a car) or go early or late to avoid rush-hour crowding on public transportation.
2. Avoid recreational or other leisure classes, meetings, activities, etc., where employees might come into contact with contagious people.

It came on for discussion a need to be able to limit exposure during Mayor and Board of Aldermen meetings during the COVID-19 pandemic. After considerable discussion, Alderman Griffin made motion seconded by Alderman Robertson and

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unanimously carried to direct Deputy City Clerk Kini Gonsoulin to arrange the next Mayor and Board of Aldermen Meeting to be held telephonically.

Mayor Bass recognized Fire Chief & Civil Defense Director Griff Skellie to give an update on actions being taken in regards to the COVID-19 pandemic. Chief Skellie apprised the Mayor and Board about protocol changes that had been made in the Fire Department. He also recommended that City Hall limit its exposure to the virus by limiting the amount of public access to the building. Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to authorize limiting public access to City Hall beginning Wednesday, March 18, 2020.

* *

Mayor Bass also recognized Police Chief Billy Seal for an update on Police Department protocol changes.

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

Fire Department:

- Six Month Probation Extension, Firefighter Recruit Devin Berden, effective March 16, 2020

Alderman Griffin made motion seconded by Alderman Frazer and unanimously carried to approve the emergency hire of Police Officer 1st Class David Spence, PS-9-I, effective March 16, 2020.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to accept the February 2020 Revenue/Expense Report, as submitted.

Alderman Robertson made motion seconded by Alderman Parker and unanimously carried to approve the following contract with Jay Bearden Construction, Inc. for the Pump Station "A" Diversion project, and authorize the Mayor to execute same:

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

THIS AGREEMENT is by and between City of Long Beach, MS, P.O. Box 929 Long Beach, MS 39560
(Owner) and Jay Bearden Construction, Inc. 662 Old Highway 49 South, Richland, MS 39218
(Contractor).

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

ARTICLE 1 - WORK

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

PUMP STATION "A" DIVERSION

ARTICLE 2 - THE PROJECT

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

BASE BID and ALTERNATE BID 2.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by

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

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

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ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

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

ARTICLE 5 - CONTRACT PRICE

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

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

(words)

(numerals)

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

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

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

UNIT PRICE WORK

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

AS PER ATTACHED BID

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

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

One Hundred Ninety-Five Thousand, Four Hundred Ninety-Five dollars and 50/100----(\$195,495.50)

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

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

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

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

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

6.03 Final Payment

EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
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00520-3

Minutes of March 17, 2020 Mayor and Board of Aldermen

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

ARTICLE 7 - INTEREST

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

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
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00520-4

Minutes of March 17, 2020 Mayor and Board of Aldermen

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).
 2. Performance bond (pages 1 to 2, inclusive).
 3. Payment bond (pages 1 to 2, inclusive).
 4. Other bonds (pages _____ to _____, inclusive). N/A
 - a. Bid Bond (pages 1 to 2, inclusive).
 - b. _____ (pages _____ to _____, inclusive). N/A
 - c. _____ (pages _____ to _____, inclusive). N/A
 5. General Conditions (pages 1 to 62, inclusive).
 6. Supplementary Conditions (pages 1 to 9, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings consisting of 16 sheets with each sheet bearing the following general title: PUMP STATION "A" DIVERSION. Force Main Installation Commission Road to Klondyke Road.
 9. Addenda (numbers 1 to 1, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 20 inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive). N/A
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
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00520-5

Minutes of March 17, 2020

Mayor and Board of Aldermen

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Other Provisions

Minutes of March 17, 2020 Mayor and Board of Aldermen

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

This Agreement will be effective on _____, 2020 (which is the Effective Date of the Agreement).

OWNER:

City of Long Beach

By: *[Signature]*

Title: Mayor

[CORPORATE SEAL]

Attest: *[Signature]*

Title: City Clerk

Address for giving notices:

P. O. Box 929

Long Beach, MS 39560

228-863-1556

CONTRACTOR:

Jay Bearden Construction, Inc.

By: *[Signature]*

Title: P.E.

[CORPORATE SEAL]

Attest: *[Signature]*

Title: Vice President

Address for giving notices:

662 Old Highway 49 South

Richland, MS 39218

License No.: 09155-MC

(Where applicable)

Agent for service or process:

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

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

Minutes of March 17, 2020 Mayor and Board of Aldermen

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):
Jay Bearden Construction, Inc
662 Old Hwy 49 South, Richland, MS 39218

SURETY (Name and Address of Principal Place of Business):
Travelers Casualty and Surety Company of America
Hartford, CT

OWNER (Name and Address):
City of Long Beach, MS
P O Box 929
Long Beach, MS 39560

CONTRACT

Date:
Amount: One hundred ninety-five thousand four hundred ninety-five and 50/100 (\$195,495.50)
Description (Name and Location):
Pump Station "A" Diversion

BOND

Bond Number: 107202370
Date (Not earlier than Contract Date):
Amount: One hundred ninety-five thousand four hundred ninety-five and 50/100 (\$195,495.50)
Modifications to this Bond Form:

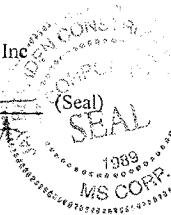
Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company: Jay Bearden Construction, Inc

SURETY

Signature: [Signature] (Seal)
Name and Title: Vicepres. J.A.

Travelers Casualty and Surety Company of America (Seal)
Surety's Name and Corporate Seal



By: [Signature]
Signature and Title: John G. Raines, Attorney-in-Fact
(Attach Power of Attorney)

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

Attest: [Signature]
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

SURETY

Signature: _____ (Seal)
Name and Title:

Surety's Name and Corporate Seal

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

Attest: _____
Signature and Title:

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

Minutes of March 17, 2020 Mayor and Board of Aldermen

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract;
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner, or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

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

Minutes of March 17, 2020 Mayor and Board of Aldermen

PAYMENT BOND

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

CONTRACTOR (Name and Address):
Jay Bearden Construction, Inc
662 Old Hwy 49 South, Richland, MS 39218
OWNER (Name and Address):
City of Long Beach, MS
P O Box 929, Long Beach, MS 39560

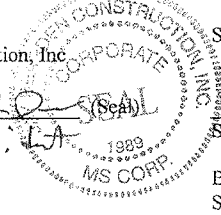
SURETY (Name and Address of Principal Place of Business):
Travelers Casualty and Surety Company of America
Hartford CT

CONTRACT
Date:
Amount: One hundred ninety-five thousand four hundred ninety-five and 50/100** (\$195,495.50)
Description (Name and Location):
Pump Station "A" Diversion

BOND
Bond Number: 107202370
Date (Not earlier than Contract Date):
Amount: One hundred ninety-five thousand four hundred ninety-five and 50/100** (\$195,495.50)
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL
Company: Jay Bearden Construction, Inc
Signature: [Signature] (Seal)
Name and Title: Vice Pres. LA



SURETY
Travelers Casualty and Surety Company of America (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title: John G. Raines, Attorney-in-Fact
(Attach Power of Attorney)

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

Attest: [Signature]
Signature and Title

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

SURETY

Surety's Name and Corporate Seal (Seal)

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

Attest: _____
Signature and Title:

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


Minutes of March 17, 2020 Mayor and Board of Aldermen

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

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

00615-2

Minutes of March 17, 2020 Mayor and Board of Aldermen

	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company
---	--

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JOHN G RAINES** of **RIDGELAND** Mississippi, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

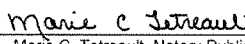
By: 
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____




 Kevin E. Hughes, Assistant Secretary

*To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.*

Minutes of March 17, 2020
Mayor and Board of Aldermen



JAYBEAR-01

LBSHUFELT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/5/2020

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

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

PRODUCER Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: Laura Beth Shufelt PHONE (A/C, No, Ext): (601) 960-8218 FAX (A/C, No): (601) 208-8384 E-MAIL ADDRESS: lshufelt@fbins.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Jay Bearden Construction, Inc. P.O. Box 180428 Richland, MS 39218	<table border="1"> <tr> <td>INSURER A : The Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Safety National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : The Travelers Indemnity Company of America	25666	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C : Safety National Casualty Corporation	15105	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : Safety National Casualty Corporation	15105												
INSURER D :													
INSURER E :													
INSURER F :													

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg per Project GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER		CO0H681207TIA19	3/25/2019	3/25/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 XCU \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		8108M3611931926G	3/25/2019	3/25/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP2N4848231926	3/25/2019	3/25/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Products & Comp Op \$ 5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	SP4058819/WCD9400670019	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Worker's Compensatio		SP4058819/WCD9400670019	7/1/2019	7/1/2020	SIR 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project Reference: Pump Station "A" Diversion
 The General Liability & Automobile Liability policies contain blanket additional insured wording & blanket waiver of subrogation, when required by written contract. Workers Compensation coverage has blanket waiver of subrogation wording when required by written contract. All coverage is subject to policy terms, conditions and exclusions. A 30 Day Notice of Cancellation or Non-Renewal applies when required by written contract.
 Overstreet & Associates, PLLC are named as additional insured as respects General Liability policy when required by written contract.

CERTIFICATE HOLDER City of Long Beach P.O. Box 929 Long Beach, MS 39560	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Minutes of March 17, 2020 Mayor and Board of Aldermen

Based on the following recommendation by City Engineer David Ball, Alderman Robertson made motion seconded by Alderman McCaffrey and unanimously carried to authorize issuance of purchase orders for Group 4 of the City's Asphalt/Repairs Overlays project:

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 3" roads as previously approved by the City. As reported previously, we are trending under our originally projected budgets for the paving of the planned roads and anticipate that trend to continue.

Therefore, we suggest that the City issue purchase orders for the next area of roads in the City, "Group 4", which are grouped and highlighted together on the attached spreadsheet and exhibit. Our original plan for paving, based on the SMPDD report, left the western ~1/3 of Willow and the southern ~1/3 of S. Seal Ave. untouched. However, on review in the field, we do recommend that the City consider paving both of those segments, and the attached spreadsheet does include those segments and the associated costs. If you concur, we anticipate the purchase orders for the Group 4 roads to amount to approximately \$75,000.

In order to keep the City informed, we prepared the below summary of actual expenditures to date in comparison to our original estimated costs:

	PROJECTED COST	ACTUAL COST (TO DATE)
ROADS PAVED PER ORIGINAL PLAN (GROUPS 1 - 3)	\$537,806	\$457,155
ADDITIONAL ROADS PAVED		\$46,019
SUBTOTAL (TO DATE)	\$537,806	\$503,174
ROADS TO BE PAVED (GROUPS 4-6)	\$274,482	
ESTIMATED TOTAL	\$777,656	

At this point in the project, we are over 50% completed and the costs for the work are below budgeted amounts. The "SUBTOTAL" row demonstrates the comparison of our original estimates, or the "PROJECTED COST" column, in comparison to the "ACTUAL COST" column. To date, we are over \$30,000 below the original projections, even including roads added during construction, such as the addition of N. Island View.

The "ROADS TO BE PAVED" row indicates the estimated cost of roads which still need to be paved including the additional roads in Group 4 per the above paragraph. As is indicated in the final "TOTAL" row, we project the total cost of all roads paved to date plus the remainder which were originally authorized by the City to cost around \$778,000. This indicates that the cost

**Minutes of March 17, 2020
Mayor and Board of Aldermen**

March 17, 2020

to pave the remainder of the **first six road groups** will exceed the City's original authorization to spend up to \$700,000 in asphalt overlays. For informational purposes, the first six road groups were originally estimated at approx. \$775,000, not including the additional roads which we have performed during construction.

For additional information, we have included a second tabulation of costs showing our projected costs to pave the first **five groups of roads** indicated in the exhibit, which puts the projected cost at just over \$701,000, very near the City's original authorization. These first five groups, not including the additional roads already paved such as N. Island View, were originally estimated at approx. \$702,000.

	PROJECTED COST	ACTUAL COST (TO DATE)
ROADS PAVED PER ORIGINAL PLAN (GROUPS 1 - 3)	\$537,806	\$457,155
ADDITIONAL ROADS PAVED		\$46,019
SUBTOTAL (TO DATE)	\$537,806	\$503,174
ROADS TO BE PAVED (GROUPS 4-5)	\$198,030	
ESTIMATED TOTAL	\$701,204	

Besides the additional Group 4 roads identified above and those already performed, the City has also identified the need to overlay several other roads, including: N. Burke Ave. (estimated \$60,827), Rosemary Ave. (est. \$7,116), Ferguson Ave. (est. \$38,319), and the small, apparently unnamed road which connects on the east side of Paula Dr. (est. \$2,696) The anticipated cost to overlay these additional roads is approx. \$108,958.

In consideration of all the above, we recommend that the City issue purchase orders for the Group 4 roads indicated on the spreadsheet, with the remainder of already approved road groups and the mentioned additional roads to be considered further in the future. As we draw closer to completion of the original plan, the actual amount of surplus funds will be more clear and the City could decide then to pave additional roads, if any. It is worth recalling that the original SMPDD report was aimed more at understanding and rating the "age" of our roads, rather than the "rideability" (smoothness). The age of the road is obviously a very useful predictor of the present and future costs associated with maintenance of our roads.

Sincerely,



David Ball, P.E.

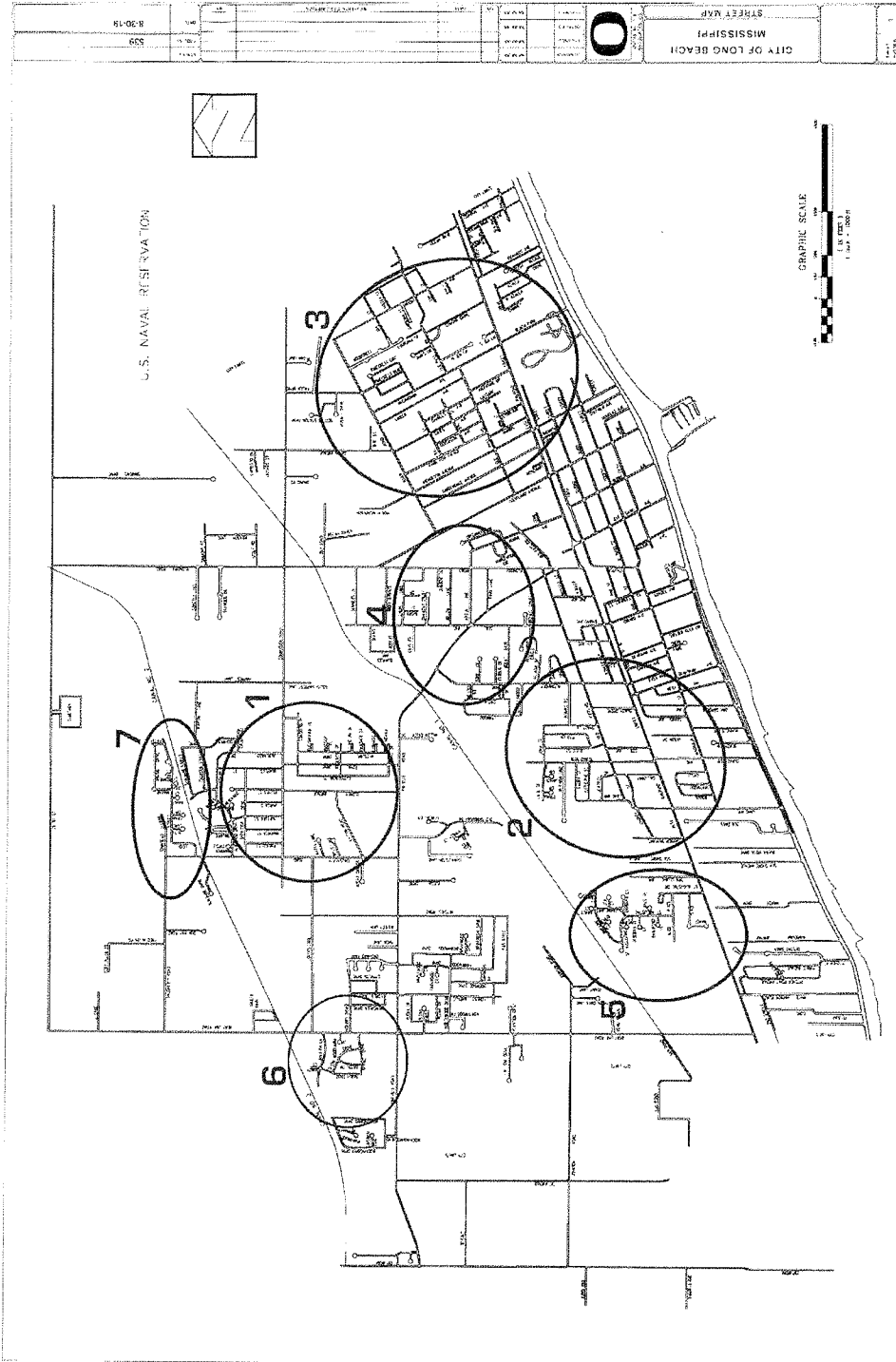
DB:1067
Attachment

Minutes of March 17, 2020 Mayor and Board of Aldermen

CITY OF LONG BEACH
ASPHALT OVERLAYS/REPAIRS - ACTUAL WORK ORDERS TO BE ISSUED
9/25/2019
3/13/2020 update

STREET NAME	GROUP	MODIFIED		LENGTH (MILES)	AREA (SQ. YDS.)	P.O. MILLING (SQ. YDS.)	P.O. MILLING COST (\$)	P.O. ASPHALT (TONS)	P.O. ASPHALT COST (\$)	PURCHASE ORDER AMOUNT
		RSR								
WATTS	1	2		0.07	774	43	\$ 6.00	68	\$ 79.50	\$ 5,664.00
SARATOGA DR. (WARWICK > REEVES)	1	3		0.18	2426	1319	\$ 4.50	352	\$ 79.50	\$ 33,919.50
WILL RD.	1	3		0.06	935	60	\$ 6.00	64	\$ 79.50	\$ 5,448.00
BUCKINGHAM PL.	1	3		0.04	444	374	\$ 4.50	79	\$ 79.50	\$ 7,738.50
JAMAICA ST.	1	3		0.16	2260	1182	\$ 4.50	322	\$ 79.50	\$ 30,918.00
WINDSOR PL.	1	3		0.04	474	329	\$ 4.50	72	\$ 79.50	\$ 7,204.50
HANOVER DR.	1	3		0.04	493	331	\$ 4.50	73	\$ 79.50	\$ 7,293.00
ELLINGTON DR.	1	3		0.04	516	331	\$ 4.50	72	\$ 79.50	\$ 7,213.50
REGENCY DR. (E. OF MCGUIRE)	1	3		0.04	499	331	\$ 4.50	66	\$ 79.50	\$ 6,736.50
PATTON AVE.	1	4		0.32	2657	34	\$ 6.00	283	\$ 79.50	\$ 22,702.50
COMMISSION/JAMAICA AREA	1				35	0	\$ 6.00	5	\$ 300.00	\$ 1,500.00
PINEVILLE/ROYAL AREA	1				43	0	\$ 6.00	6	\$ 300.00	\$ 1,800.00
RENIKE RD.	2	3		0.18	2080	80	\$ 6.00	290	\$ 79.50	\$ 23,535.00
CHURCH ST. (NORTHERN 200')	2	3		0.04	263	27	\$ 6.00	51	\$ 79.50	\$ 4,216.50
JOYCE AVE. (NITA > JOAN)	2	3		0.21	2954	1532	\$ 4.50	412	\$ 79.50	\$ 39,648.00
COX AVE.	2	4		0.19	2143	45	\$ 6.00	362	\$ 79.50	\$ 29,049.00
N. LANG (RAILROAD > OLD PASS)	2	4		0.23	3052	160	\$ 6.00	425	\$ 79.50	\$ 36,747.50
LAURA ST.	2	4		0.17	2364	54	\$ 6.00	299	\$ 79.50	\$ 24,052.50
CATHERINE ST.	2	4		0.16	2265	0	\$ 6.00	287	\$ 79.50	\$ 22,816.50
LAURA/N. ISLAND VIEW INTERSECTION	2	4		0.03	400	100	\$ 6.00	51	\$ 79.50	\$ 4,654.50
CATHERINE/N. ISLAND VIEW INTERSECTION	2	4		0.03	400	100	\$ 6.00	51	\$ 79.50	\$ 4,654.50
RYAN LN.	2	4		0.25	3407	1814	\$ 4.50	491	\$ 79.50	\$ 42,427.50
JOAN ST.	2	4		0.07	951	554	\$ 4.50	121	\$ 79.50	\$ 12,112.50
N. ISLAND VIEW (NR TO OLD PASS)	2			0.19	2372	45	\$ 6.00	275	\$ 79.50	\$ 22,132.50
N. ISLAND VIEW (OLD PASS TO **150' N. OF LAURA)	2			0.18	3111	69	\$ 6.00	394	\$ 79.50	\$ 31,737.00
N. REAR LN.	3	3		0.15	2295	60	\$ 6.00	320	\$ 79.50	\$ 25,900.00
GARDENDALE (OLD PASS, RD > RAILROAD)	3	4		0.18	2236	683	\$ 4.50	341	\$ 79.50	\$ 30,183.00
PARKROW (REAR END LN. OVERLAPPED)	3	4		0.31	2666	47	\$ 6.00	464	\$ 79.50	\$ 37,170.00
WRIGHT	3	5		0.67	2910	47	\$ 6.00	999	\$ 79.50	\$ 79,702.50
S. OLD PASS/MCCARTHEAN INTERSECTION	3	5		0.03	400	52	\$ 6.00	51	\$ 79.50	\$ 4,266.50
OLD PASS/HARRIS INTERSECTION	3	6		0.03	642	188	\$ 6.00	82	\$ 79.50	\$ 7,647.00
WILLOW LN. (E. 1/2)	4	3		0.08	705	27	\$ 6.00	90	\$ 79.50	\$ 7,317.00
WILLOW LN. (MID. 1/2)	4	3		0.09	708	0	\$ 6.00	90	\$ 79.50	\$ 7,155.00
WILLOW LN. (W. 1/2)	4	3		0.08	684	27	\$ 6.00	88	\$ 79.50	\$ 7,158.00
ALEXANDER AVE. (N. OF PINEVILLE RD.)	4	3		0.05	535	43	\$ 6.00	68	\$ 79.50	\$ 5,664.00
SEPA AVE. (NICHOLE CT. - PINEVILLE RD.)	4	4		0.24	2622	43	\$ 6.00	332	\$ 79.50	\$ 26,652.00
SEPA AVE. (OLD PASS - MICHAEL CT.)	4	4		0.14	1733	48	\$ 6.00	220	\$ 79.50	\$ 17,778.00
ISRA CT.	5	4		0.06	650	465	\$ 4.50	83	\$ 79.50	\$ 8,691.00
ST. AUGUSTINE AVE. (N. 1/2)	5	4		0.24	3837	1752	\$ 4.50	486	\$ 79.50	\$ 46,521.00
VANCE PL.	5	4		0.22	3157	1605	\$ 4.50	400	\$ 79.50	\$ 39,021.50
ST. AUGUSTINE DR.	5	4		0.16	2653	1191	\$ 4.50	336	\$ 79.50	\$ 32,071.50
WOODLAWN PL.	6	3		0.04	606	340	\$ 4.50	86	\$ 79.50	\$ 8,367.00
BAYOU DR.	6	3		0.09	1099	681	\$ 4.50	155	\$ 79.50	\$ 15,387.00
SHORE DR.	6	3		0.16	1928	1174	\$ 4.50	270	\$ 79.50	\$ 26,748.00
SHADY DR. (S. OF WISTERIA)	6	3		0.17	2020	1244	\$ 4.50	256	\$ 79.50	\$ 25,950.00
BETH CV. (OFF LEIGH ST.)	7	3		0.05	769	412	\$ 4.50	96	\$ 79.50	\$ 9,645.00
NANCY CT. (OFF LEIGH ST.)	7	3		0.04	495	331	\$ 4.50	64	\$ 79.50	\$ 6,577.50
RENNE CT. (OFF LEIGH ST.)	7	3		0.05	679	406	\$ 4.50	87	\$ 79.50	\$ 8,743.50
DANA CR. (OFF LEIGH ST.)	7	3		0.05	751	410	\$ 4.50	106	\$ 79.50	\$ 10,272.00
LEIGH ST.	7	4		0.6	8553	4280	\$ 2.50	1080	\$ 79.50	\$ 96,560.00
TOTAL										\$ 1,025,112.50

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Mayor and Board of Aldermen



The Mayor recognized City Attorney Jim Simpson for his report, whereupon he apprised the Board that the City had received the LOMR flood plain letter from FEMA. No action was required or taken.

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

Minutes of March 17, 2020
Mayor and Board of Aldermen

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