

**Minutes of November 3, 2020
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF NOVEMBER 3, 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**
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
 - 1. Proclamation – Small Business Saturday
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VII. APPROVE MINUTES:**
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. October 20, 2020 Regular
 - b. October 29, 2020 Special
 - c. October 30, 2020 Recess Special
 - d. October 31, 2020 Recess Special
 - 2. PLANNING & DEVELOPMENT COMMISSION
 - a. October 22, 2020 Regular
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. 110320
- IX. UNFINISHED BUSINESS**
 - 1. Library Board Appointment
- X. NEW BUSINESS**
 - 1. Special Event App – Sea Santa Sail-a-bration; LB Community Development Assoc.
 - 2. Special Event App – Christmas on the Avenue; LB Concert Choir Association
 - 3. Request for City to Purchase Cemetery Plots – Billy Jean Chestnut
 - 4. Discussion – Police Dept. Fencing/Public Safety
 - 5. Discussion – Library Air Conditioner
 - 6. Debris Monitoring Contract
 - 7. Debris Removal Contract
- XI. DEPARTMENTAL BUSINESS**
 - 1. MAYOR'S OFFICE
 - 2. PERSONNEL
 - a. Fire Dept: Step Increase (2)
 - 3. CITY CLERK
 - a. FY 21 Budget Amendment; Water/Sewer, Streets & Drainage
 - 4. FIRE DEPARTMENT
 - 5. POLICE DEPARTMENT
 - 6. ENGINEERING
 - 7. PUBLIC WORKS
 - 8. RECREATION
 - 9. BUILDING OFFICE
 - 10. HARBOR
 - 11. DERELICT PROPERTIES
- XII. REPORT FROM CITY ATTORNEY**
- XIII. ADJOURN (OR) RECESS**

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

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

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

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The Mayor proclaimed Saturday, November 28, 2020 as Small Business Saturday.

Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to amend the municipal docket to add item #8. Discussion of 72-hour push post disaster under X. New Business.

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

- October 20, 2020 – Regular
- October 29, 2020 – Special
- October 30, 2020 – Recess Special
- October 31, 2020 – Recess Special
- November 1, 2020 – Recess Special

Alderman McCaffrey made motion seconded by Alderman Lishen and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated October 22, 2020, as submitted with the exception of item #2, Tree Ordinances 364, 490 and 491 under VI. Unfinished Business.

* *

Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to schedule a joint work session with the Planning Commission for 5:00 pm, Tuesday, November 10, 2020 to discuss changes to the Tree Ordinance.

* *

The Mayor and Board of Aldermen expressed their appreciation to Eddie Seal for his time spent on the Planning & Development Commission.

Alderman Robertson made motion seconded by Alderman Frazer and unanimously carried to approve payment of invoices listed in Docket of Claims number 110320.

The Library Board appointment was tabled until the November 17, 2020 meeting.

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Alderman Parker made motion seconded by Alderman McCaffrey and
unanimously carried to approve the following Special Event Application for the Sea
Santa Sail-a-bration submitted by the Long Beach Community Development
Association:

December 5, 2020
Saturday
5:30pm-9:00pm
Sea Santa Sail-a-bration
Parade / 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: 10/20/20 Time: 10:51 By: C.S

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

Sponsoring Organization's Legal Name: Long Beach Community Development
Association

Organization Address: PO Box 1352

Organization Agent: Sheldal Jones Title: President

Phone: 228-380-6891 Work Home --- During event ---

Agent's Address: _____

Agent's E-Mail Address: _____

Event Name: Sea Santa Sail-a-bration

Please give a brief description of the proposed special event: parade &
festivities (snow globe, snow, music, Santa)

Event Day(s) & Date(s): Dec 5, 2020 Event Time(s): 5:30 - 9:00

Set-Up Date & Time: Dec 5, 2020 3:00-9:00 Tear-Down Date & Time: Dec 5, 2020 8:00

Event Location: Harper McCaughan Town Green

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

How many years has this event occurred? 6

ADOPTED: 11.15.11-BOARD ACTION

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

STREET CLOSURES: Start Date/ Time: Dec 5, 2020 5:30 through Date/ Time Dec 5, 2020 6:30

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:

boat parking, volunteer parking

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

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

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

If yes, what time? _____ Until _____

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

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

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

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.)

Police, Fire Dept, street closures, electricity
on Laura Green

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:

Justification

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.

Oct, 1, 2020
Date

Shelley Jones
Signature of Sponsoring Organization's Agent

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

ADOPTED: 11.15.11-BOARD ACTION

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Event Title: Sailgation 12/5/2020 5:30-9 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.: W Recommend Approval: YES NO Est. Economic Impact: \$ _____

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

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

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

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

Have businesses been notified for street closures?: YES NO

Reason for disapproval _____

Any special requirements/conditions _____

Insurance / Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

Approval/ Denial Mailed: _____

ADOPTED: 11.15.11-BOARD ACTION

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Alderman Robertson made motion seconded by Alderman Johnson and unanimously carried to approve the following Special Event Application for Christmas on the Avenue submitted by the Long Beach Concert Choir Association:



**P.O. Box 518
Long Beach, MS 39560**

Kim Strebeck
LBCCA President
P.O. Box 518
Long Beach, MS 39560

October 15, 2020

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

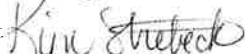
Dear Mayor Bass and Board of Alderman:

Attached is the Long Beach Concert Choir Association's application to use the Harper McCaughan Town Green, Saturday, December 12, 2020 for its annual Christmas On the Avenue fundraiser. This event provides a majority of funds for the Concert Choir to represent the city and school at state contest, honor choir events, and provide assistance to students for choir expenses.

Since this event is a fundraiser, we request that the fees associated with using the Harper McCaughan Town Green be waived. Please contact me with any questions.

Your consideration is greatly appreciated.

Sincerely,



Kim Strebeck
LBCCA President
(228) 596-5086

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**CITY OF LONG BEACH
SPECIAL EVENT APPLICATION**

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

Date Received By Clerk's Office: 10/19/20 Time: 9:15 By: CS

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

Sponsoring Organization's Legal Name: Long Beach Concert Choir Association
Organization Address: P.O. Box 518 Long Beach MS 39560 / 300 Old East Pass Long Beach MS 39

Organization Agent: Kim Strebeck Title: President

Phone: _____ Home _____ Cell (228) 596-5086 During Event

Agent's Address: 220 McGuire Dr. Long Beach, MS 39560

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

Event Name: Santa Breakfast / Christmas On the Avenue

Please give a brief description of the proposed special event:

Arts and crafts vendors, food vendors, school and community choirs and groups as a fundraiser for the LBHS choir

Event Day (s) & Date (s): 12/12/2020 Event Time (s): 7:00 am - 6:00 pm

Set-Up Date & Time: 12/11/2020 12:00 pm Tear-Down Date & Time: 12/12/2020 6:00 pm

Event Location: Harper McCaughan Town Green

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

How many years has this event occurred? 10+ years

ADOPTED: 08.18.20-BOARD ACTION

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

STREET CLOSURES: Start Date/Time: N/A Through Date/Time: _____

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

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

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

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

If yes, what time? _____ Until _____

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

If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule. School choirs, Community and Church groups (singers, dancers)
9:00am - 4:00pm

ATTENDANCE: What is expected (estimated) attendance for this event? 250

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

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

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

If yes, how many?

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

ADOPTED: 08.18.20-BOARD ACTION

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

electricity, bathroom facilities, trash cans

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

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

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

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

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

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

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

10/16/2020
Date

Kim Stuebeck
Signature of Sponsoring Organization's Agent

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

ADOPTED: 08.18.20-BOARD ACTION

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Event Title: Christmas on the Avenue 12/12/20

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

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

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

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

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

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

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

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

ADOPTED: 08.18.20-BOARD ACTION

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CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

Bob Paul
228-669-7601

TOWN GREEN

Group / Individual Name (Permit tee):

Long Beach Concert Choir Association / Kim Strebeck

Telephone Number: (228) 596-5086

Street Address: P.O. Box 518 (LBCCA) 300 East Old Pass Rd (Long Beach High School)

City Long Beach State MS Zip 39560

Type of Event: Christmas On the Avenue

Start Time: 7:00am 12/12/2020 12:00pm on 12/11/2020

Closing Time: 6:00pm 12/12/2020 for set up

It is agreed between the City of Long Beach and the permit tee that the named facility is reserved on
12/11 & 12/12/2020
(Date)

The person(s) requesting this permit

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

Signature Kim Strebeck

Date: 10/15/2020

Rental Fee \$ _____ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

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STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I Kim Strebeck /LRCCA, 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 15th day of October, 20 20.

Authorized Signature Kim Strebeck

Witness [Signature]

~ 2 ~

Alderman Frazer made motion seconded by Alderman Robertson and unanimously carried to approve the following request for the City to purchase 5 cemetery plots submitted by Billie Jean Chesnut:

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October 22, 2020

Mayor and Board of Aldermen,

Please accept this letter as my formal request to "sell" my (5) cemetery plots back to the City of Long Beach.

Attached is my Deed #529

Please forward my proceeds for the selling of plots back to the city in the amount of \$1250.00 to:

Billie Jean Chesnut
105 Driftwood Drive
Long Beach, MS 39560
(228) 596-1906

Thanking you in advance for your consideration in this matter.

Sincerely,

Billie Jean Chesnut
Billie Jean Chesnut

DEED **No. 529**

IN CONSIDERATION of \$1,250.00 to us paid, the receipt of which is acknowledged, the undersigned grantor, a municipal corporation hereby sells and conveys unto Billie Jean Chesnut and Billie Jean Chesnut Lot 260 of the extension of Long Beach Cemetery, as per plat thereof.

Witness the signature of the undersigned grantor, by the Mayor, with Corporate seal affixed on this 3rd day of Feb, 1994.

CITY OF LONG BEACH, MISSISSIPPI
By Stewart Mitchell, Mayor.

Attest: Rebecca E. Schuff Clerk

AFFIDAVIT

State of Mississippi }
Harrison County }

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

Witness my signature and official seal on this the 4th day of Feb, 1994.

Stewart Mitchell, Notary Public

DIEMONT-MERIDIAN 36-4051

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

Certified true and correct copy as the same appears of record, Deed Book Number 7, Extension of Long Beach Cemetery. Given under my hand and the official seal of my office this the 13th day of September, 2006.

-SEAL-

Rebecca E. Schuff
Rebecca E. Schuff, City Clerk

5 BURIAL PLOTS @ \$250 = EA.

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There came on for discussion Police Department Fencing/Public Safety.

Alderman Frazer apprised the Board that there was a great need to enclose the property at the Police Station for the protection of the Officers, Staff, and equipment. After further discussion, Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to authorize advertisement to begin the bidding process to fence in the property surrounding the Police Station.

There came on for discussion the Library Air Conditioner. The Mayor apprised the Board that the air conditioning system in the main portion of the library was "ancient" and is no longer able to be repaired due to lack of availability of parts. It was the consensus of the Board to ask Mr. Richard Scott, who has previously been servicing the unit, to come to the Mayor and Board of Aldermen meeting on 11/17/2020 to give a more in depth explanation of the situation and approximate cost.

Alderman Robertson made motion seconded by Alderman Frazer and unanimously carried to ratify the following contract with Thompson Consulting Services for Debris Monitoring Services that was previously approved at the November 1, 2020 Recessed Special Meeting:

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Exigent and Emergency Circumstances Limited Services Agreement General Terms and Conditions

This **Exigent and Emergency Circumstances Limited Services Agreement** ("Agreement") is by and between **Thompson Consulting Services, LLC** ("Consultant"), with offices at 1135 Townpark Avenue, Suite 2101, Lake Mary, FL 32746 and the **City of Long Beach, Mississippi** ("Client");

Whereas, Hurricane Zeta impacted Client and immediate action is required to address the public exigency and emergency;

Now therefore, in consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

1. TERM & APPLICABILITY

To comply with **Exhibit A, FEMA Fact Sheet on Procurement Under Grants: Under Exigent or Emergency Circumstances**, the term of this Agreement shall commence upon issuance of Notice to Proceed from Client to Consultant and shall expire forty-five (45) days from the Notice to Proceed date. At the sole discretion of Client, this Agreement may be renewed for an additional forty-five (45) days. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

2. SCOPE OF WORK

Consultant shall perform such Work following the issuance of a Notice to Proceed in accordance with **Exhibit B, Scope of Work**.

3. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and is not an employee of Client. Services performed by Consultant under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.

4. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

5. CHANGES/AMENDMENTS

This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties.

6. FEE FOR SERVICES

The fee for the Work under this Agreement will be based on the actual hours of services furnished, plus direct project and travel expenses, in accordance with **Exhibit C, Bill Rates**.

7. PAYMENT

Client shall pay Consultant for services furnished under this Agreement upon submission of invoices. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to litigation as provided herein. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law) on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, without incurring any liability or waiving any right established hereunder or by law.

8. INSURANCE

Consultant shall maintain insurance with the following required coverage and minimum limits and upon request, will provide insurance certificates to Client:

Worker's Compensation:	Statutory
Employer's Liability:	\$1,000,000
Commercial General Liability:	\$1,000,000 per occurrence \$1,000,000 aggregate
Comprehensive General Automobile:	\$1,000,000 combined single limit
Professional Liability:	\$1,000,000 per claim and in the aggregate

9. WORK PRODUCT

Consultant shall retain ownership of its trade secrets, and other proprietary and confidential information, including the Thompson Data Management System "TDMS System" and all Work Products (hereinafter defined) Client agrees to preserve the confidentiality of any trade secrets, confidential or propriety information; however, Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("Work Products"); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse of any of the Work Products.

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Exigent and Emergency Circumstances Limited Services Agreement General Terms and Conditions

10. LIMITATION OF LIABILITY

No employee of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant, its officers, directors, shareholders, employees and sub-consultants for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract, contribution or indemnity claims based on third party claims or any other case, shall not exceed the lesser of: 1.) the amount of insurance coverage identified in paragraph 9 which provides coverage and pays Client for a claim related to this Agreement; 2.) fee received by Consultant under this Agreement; or 3.) one hundred fifty thousand dollars (U.S. \$150,000.00).

11. NO CONSEQUENTIAL DAMAGES

In no event and under no circumstances shall Consultant be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

12. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

13. SAFETY AND SECURITY

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety and safety of persons other than Consultant's employees. Consultant shall not provide any such services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.

14. TERMINATION

Either party may terminate this Agreement upon fifteen (15) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement. Upon termination, the terms and conditions found in this Agreement shall survive its termination, including but not limited to the language in sections 4, 7, 9, 10, 11, 12, 15, 16

15. GOVERNING LAW AND CHOICE OF FORUM

This Agreement shall be governed by the laws of the State of Delaware and any suit brought by either party shall be brought in a court of competent jurisdiction in the State where the Work is performed.

16. DISPUTE RESOLUTION

Consultant and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either requests mediation, the matter will be litigated as provided in the previous paragraph 15.

17. ASSIGNMENT

This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

18. NOTICES

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client: _____
Attention: _____
Address: _____

Consultant: Thompson Consulting Services, LLC
Attention: Jon Hoyle, President
Address: 1135 Townpark Avenue
Suite 2101
Lake Mary, FL 32746

With a copy to:
Attention: Chad Brown, Chief Legal Officer
Address: 2970 Cottage Hill Road
Suite 190
Mobile, AL 36606

19. MISCELLANEOUS

A. Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for services would otherwise be greater and/or Consultant would not have entered into the Agreement.

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**Exigent and Emergency Circumstances Limited Services Agreement
General Terms and Conditions**

B. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

C. Consultant shall maintain adequate records of all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Client's place of business for purposes of inspection, reproduction and audit without restriction.

D. Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within two (2) years from the time the party knew or should have known of the fact giving rise to its action, and shall not in any case be initiated later than five (5) years after Consultant completes its Scope of Services under this Agreement, or such shorter period for filing action in accordance with the governing law.

E. **Exhibit D, Federal Uniform Guidance Requirements** is incorporated into this Agreement.

F. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

G. In the event of a conflict between the terms and conditions contained in this Agreement and the Attachments hereto, this Agreement shall control.

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Thompson

Exigent and Emergency Circumstances Limited Services Agreement General Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.



City of Long Beach, Mississippi



Thompson Consulting Services, LLC

Name: George L. Bass

Name: Jon Hoyle

Title: Mayor

Title: President

Date: 11/3/20

Date: 11/03/20

Please return executed copy of these terms and conditions to the attention of:
Lydia Pena
lpna@thompsoncs.net
(407) 792-0018 - Phone

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FACT SHEET

Procurement Under Grants: Under Exigent or Emergency Circumstances

The Federal Emergency Management Agency (FEMA) provides financial assistance to states, territories, tribes, local governments, nonprofits, institutions of higher education, and other non-Federal entities. All FEMA grant programs are subject to the Federal procurement standards found at 2 C.F.R. §§ 200.317 – 200.326. Recognizing that FEMA's recipients and subrecipients may face exigencies or emergencies when carrying out a FEMA award, this Fact Sheet provides key information to consider when utilizing contracted resources under exigent or emergency circumstances.

What Rules Apply to State Entities?

States are required to follow their own procurement procedures as well as the Federal requirements for procurement of recovered materials and inclusion of required contract provisions per 2 C.F.R. §§ 200.317, 200.322, and 200.326.

For purposes of the Federal procurement requirements, states are defined as the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Northern Mariana Islands, and any agency or instrumentality thereof except for local governments. Tribal governments are not considered to be states when applying Federal procurement standards required by 2 C.F.R. Part 200.

What Rules Apply to Non-State Entities?

For all other types of entities, referred to as "non-state entities" in this Fact Sheet, Federal regulations (2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) establish requirements for the exigency or emergency exception that permits the use of noncompetitive procurements, frequently referred to as "sole-source contracting." This exception and associated procurement requirements are discussed further below. In general, it will be fact-specific and entity-specific as to when exigent or emergency circumstances necessitate the use of noncompetitive procurements. The answers to the frequently asked questions below provide additional guidance on the acceptable use of noncompetitive proposals under exigent or emergency circumstances, which is described in regulation at 2 C.F.R. § 200.320(f)(2).

**FEMA**

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It is essential that all non-state entities understand that both FEMA and the U.S. Department of Homeland Security's Office of Inspector General (OIG) closely review procurement actions and contract selections, with a particular emphasis on noncompetitive procurement actions, to evaluate compliance with Federal requirements. **Failure to follow Federal contracting and procurement requirements puts non-state entities at risk of not receiving reimbursement or not being able to use FEMA grant funds for otherwise eligible costs.**

What is the exigency or emergency exception?

Non-state entities must follow the procurement requirements found at 2 C.F.R. §§ 200.317 – 200.326. However, Federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation. This represents an exception to requirements for full and open competition. FEMA approval is not required for use of noncompetitive procurements under the emergency or exigency exception; however, the non-state entity must document its justification for using noncompetitive procurements and must still comply with other procurement requirements and ensure that costs are reasonable.

When referring to procurement activity, FEMA defines both exigency and emergency as situations that demand immediate aid or action. The difference between the two is that:

- In the case of an **exigency**, there is a need to avoid, prevent, or alleviate serious harm or injury, financial or otherwise, to the non-state entity, and use of competitive procurement proposals would prevent the urgent action required to address the situation. Thus, a noncompetitive procurement may be appropriate.
- In the case of an **emergency**, a threat to life, public health or safety, or improved property requires immediate action to alleviate the threat.

While emergency conditions generally are short-lived, exigent circumstances can exist for a period of weeks or months.

- **Exigency Example:** A tornado impacts a city in June and causes widespread and catastrophic damage, including damage to a city school. The city wants to repair the school and have it ready for use by the beginning of the school year in September. The city estimates, based on past experience, that awarding a contract using a sealed bidding process would require at least 90 days, and the city's engineer estimates that the repair work would last another 60 days. This would extend the project beyond the beginning of the school year. Rather than conducting a sealed bidding process, the city—in compliance with state and local law—wants to sole source with a contractor it has contracted with previously. The city can demonstrate that this constitutes an "exigent circumstance" because use of a sealed bidding process would cause an unacceptable delay and thus procurement by noncompetitive methods was necessary based on the particular situation.
- **Emergency Example #1 (Disaster Grants):** Severe weather impacts a city and causes widespread and catastrophic damage, including loss of life, widespread flooding, loss of power, damage to public and private structures, and millions of cubic yards of debris across the city, leaving almost the entire jurisdiction inaccessible. The city needs to begin debris removal activities immediately to restore access to the community, support search and rescue operations, power restoration, and address health and safety concerns. Under these circumstances, the city may find it necessary to award noncompetitive contracts to address threats to life, property, and public health.

Learn more at [fema.gov/procurement-disaster-assistance-team](https://www.fema.gov/procurement-disaster-assistance-team)

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- **Emergency Example #2 (Non-Disaster Grants):** The weather in a city has been below freezing for the past 2 weeks, causing a pipe in the city's emergency operations center to burst and flood the first floor. This flood destroyed half of the city's radios that its emergency workers use to communicate with police and fire personnel. The city documented and demonstrated that it needed to replace these radios right away to avert an immediate threat to life, safety, or property as the city needed a full supply of radios in order to respond to emergencies. Under these circumstances, the city may find it necessary to award noncompetitive contracts to address threats to life, property, and public health.

When does the exigency or emergency exception apply and for how long?

Use of the public exigency or emergency exception *is only permissible during the actual exigent or emergency circumstances*. Exigency or emergency circumstances will vary for each incident, making it difficult to determine in advance or assign a particular time frame when noncompetitive procurements may be warranted. Exigent or emergency circumstances may exist for two days, two weeks, two months, or even longer in some cases. Non-state entities must ensure that work performed under the noncompetitively procured contracts is specifically related to the exigent or emergency circumstance in effect at the time of procurement. Importantly, because the exception to competitive procurement is available only while the exigent or emergency circumstances exist, non-state entities should, upon awarding a noncompetitive contract, immediately begin the process of competitively procuring similar goods and services in order to transition to the competitively procured contracts as soon as the exigent or emergency circumstances cease to exist.

FEMA may review a non-state entity's justification that exigent or emergency circumstances warrant an exception to competitive procurement. If the agency determines that exigent or emergency circumstances did not exist or did not preclude a non-state entity from adhering to competitive procurement requirements, FEMA may disallow all or part of the non-state entity's cost related to the contract or take other actions permitted by statute and regulation. (See 2 C.F.R. § 200.338).

What documentation is required to support the use of the exigency or emergency exception?

While FEMA approval is not required for a non-state entity to use noncompetitive procurement proposals under the emergency or exigency exception, non-state entities must document and provide justification for the use of the exigent or emergency exception. A list of elements that non-state entities may wish to include as part of their written justifications can be found at the end of this Fact Sheet. The justification must be included in the non-state entity's records for each FEMA award, subaward, or project.

Do any Federal procurement requirements apply if a non-state entity is sole-sourcing a contract under exigent or emergency circumstances?

Yes, non-state entities must comply with the following requirements even when exigent or emergency circumstances exist:

- Contracts must include the required contract clauses (2 C.F.R. § 200.326 & Appendix II) (also applicable to states).
- Contracts exceeding the Federal simplified acquisition threshold must include the Federal bonding requirements if the contract is for construction or facility improvement (2 C.F.R. § 200.325).

Learn more at [fema.gov/procurement-disaster-assistance-team](https://www.fema.gov/procurement-disaster-assistance-team)

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- Contracts must be awarded to a responsible contractor (2 C.F.R. § 200.318(h)).
- The non-state entity must complete a cost or price analysis to determine that the cost or price of the contract is fair and reasonable if the contract exceeds or is expected to exceed the Federal simplified acquisition threshold (2 C.F.R. § 200.323(a) and (b)).
- The use of cost-plus-percentage-of-cost contracting is prohibited (2 C.F.R. § 200.323(c)).
- Use of time and materials contracts must comply with 2 C.F.R. § 200.318(j).
- The non-state entity must follow documentation, oversight, and conflict of interest requirements among other general procurement requirements in 2 C.F.R. § 200.318. If a conflict of interest is unavoidable due to the exigent/emergency circumstances, the non-state entity must explain that in the procurement documentation.

What if the non-state entity wants to use a pre-awarded or pre-existing contract in an exigency or emergency and that contract does not comply with the Federal procurement requirements?

If a pre-awarded or pre-existing contract is not in compliance with the Federal procurement requirements (e.g., the contract was not fully and openly competed (see 2 C.F.R. §§ 200.319, 200.320), the six affirmative socioeconomic contracting steps were not completed (2 C.F.R. § 200.321), there is a conflict of interest involved (2 C.F.R. § 200.318)), it may still be possible to use the contract for the duration of the exigency or emergency. FEMA recommends that non-state entities review the list of procurement requirements above and take actions to modify pre-awarded or pre-existing contracts where applicable. In addition, non-state entities must prepare the appropriate documentation to justify the use of a noncompetitively procured contract.

Can non-state entities use time and materials (T&M) contracts in an exigency or emergency?

Yes, but only under certain circumstances. FEMA advises against the use of T&M contracts and generally limits the use of these contracts to a short time period where the scope or duration of the work is unclear. T&M contracts do not incentivize contractors to control costs or maximize labor efficiency. FEMA may reimburse costs incurred under a T&M contract only if all of the following apply:

- No other contract was suitable;
- The contract has a ceiling price that the contractor exceeds at its own risk; and
- The non-state entity can demonstrate it provided a high degree of oversight to obtain reasonable assurance that the contractor used efficient methods and effective cost controls.

Can a non-state entity award cost-plus-a-percentage-of-cost contracts or contracts with a percentage-of construction-cost method in an exigency or emergency?

No. This prohibition applies to all work, regardless of the circumstances (2 C.F.R. § 200.323(d)).

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Can non-state entities use *piggyback* contracts in an exigency or emergency?

Piggyback contracting occurs when one entity with an existing contract assigns some or all of its contractual rights to another entity that was not previously party to the contract. Generally, FEMA discourages piggyback contracts because the original contract pertains to the needs of the original entity with a specific scope of work for that entity. While there may be circumstances when piggybacking is permissible, in almost all instances, the scope of work would need to be changed to include the needs of a non-state entity, and changes to the scope of work are generally not permitted as there is not likely to be full and open competition for the expanded scope of work. However, during emergency and exigency circumstances, non-state entities may be able to piggyback another entity's contract and expand the scope of a contract for the period of the emergency or exigency circumstance.

Note that a non-state entity may choose to enter into a separate contract with the same contractor as another entity, using the same terms and conditions as in that other entity's contract, with only a change in the scope of work and the associated costs. However, this is sole-source contracting rather than piggyback contracting, and it must meet the requirements for noncompetitive procurement under exigency or emergency circumstances as described elsewhere in this Fact Sheet.

If a non-state entity is contemplating the use of piggyback contracting, it should contact its state or territory liaison, or the applicable FEMA Program Office to request FEMA assistance with contract review. For assistance with FEMA contact information, the entity should contact the Centralized Scheduling and Information Desk (CSID) help line at (800) 368-6498 or askcsid@fema.dhs.gov. CSID hours of operation are from 9 a.m. to 5 p.m. ET, Monday through Friday.

Can states use time and materials (T&M) or cost-plus-percentage-of-cost (CPPC) contracts in an exigency or emergency?

While the Federal procurement rules do not prohibit the use of T&M contracts and CPPC contracts by states, FEMA discourages states from using these contracts because they generally lack provisions that control costs and maximize efficiency in performing work. FEMA and the OIG closely scrutinize these types of contracts for cost reasonableness.

Although T&M contracts are discouraged, there may be instances where T&M contracts are appropriate in the short term for activities such as debris removal, emergency power restoration, or other immediate actions required to address emergency health and safety threats under a Public Assistance award. States entering into T&M contracts are encouraged to include language in the contract that specifies a ceiling price and limits the duration of the contract to a short time period, thus providing the state time to develop a scope of work and transition to the more competitive procurement procedures.

As a reminder, 2 C.F.R. § 200.317 requires states to follow: (1) the same policies and procedures they use for procurements using non-Federal funds; (2) 2 C.F.R. § 200.322 (procurement of recovered materials); and (3) 2 C.F.R. § 200.326 (required contract provisions). These requirements apply regardless of whether exigency or emergency circumstances exist. States must ensure that they are also in compliance with the cost principles in 2 C.F.R. §§ 200.400 – 200.474, including ensuring that costs are reasonable, as defined in 2 C.F.R. § 200.404.

Learn more at [fema.gov/procurement-disaster-assistance-team](https://www.fema.gov/procurement-disaster-assistance-team)

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Additional Information and Resources

Non-state entities should consult as soon as possible with all appropriate parties, including their own legal counsel, to review their procurement policies, actions, and contracts and compare them to the Federal procurement requirements. Non-state entities also should contact their state or territory liaisons, or applicable FEMA Program Office to request assistance with any procurement activity concerns. For assistance with FEMA contact information, the entity should contact the Centralized Scheduling and Information Desk (CSID) help line at (800) 368-6498 or askcsid@fema.dhs.gov. CSID hours of operation are from 9 a.m. to 5 p.m. ET, Monday through Friday.

Detailed procurement and contracting information is available on the FEMA website at www.fema.gov/procurement-disaster-assistance-team. While the guidance available at that website is specifically applicable to FEMA's Public Assistance Program, it is a useful resource for FEMA's other grant programs as the procurement requirements in 2 C.F.R. Part 200 apply to all of FEMA's grant programs. The current Code of Federal Regulations referenced in this guidance can be accessed at www.eCFR.gov. The annual Code of Federal Regulations is available at <https://www.govinfo.gov/app/collection/cfr>, and the applicable regulations will be the ones in place at the time FEMA issued the declaration or made the award.

Suggested Elements for Noncompetitive Procurement Justification

1. Identify which of the four circumstances listed in 2 C.F.R. § 200.320(f) justify a noncompetitive procurement:
 - The item is available only from a single source;
 - The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
 - After solicitation of a number of sources, competition is determined inadequate.
2. Provide a brief description of the product or service being procured, including the expected amount of the procurement.
3. Explain why a noncompetitive procurement is necessary. If utilizing the exigency/emergency exception, the justification should explain the nature of the public exigency or emergency, including specific conditions and circumstances that clearly illustrate why procurement other than through noncompetitive proposals would cause unacceptable delay in addressing the public exigency or emergency. (Failure to plan for transition to competitive procurement cannot be the basis for continued use of noncompetitive procurement based on public exigency or emergency).
4. State how long the noncompetitively procured contract will be used for the defined scope of work and the impact on that scope of work should the noncompetitively procured contract not be available for that amount of time (e.g., how long do you anticipate the exigency or emergency circumstances will continue; how long will it take to identify your requirements and award a contract that complies with all procurement requirements; or how long would it take another contractor to reach the same level of competence).

Learn more at fema.gov/procurement-disaster-assistance-team

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5. Describe the specific steps taken to determine that full and open competition could not have been used, or was not used, for the scope of work (e.g., research conducted to determine that there were limited qualified resources available that could meet the contract provisions).
6. Describe any known conflicts of interest and any efforts that were made to identify possible conflicts of interest before the noncompetitive procurement occurred. If no efforts were made, explain why. If a conflict of interest is unavoidable, such as due to exigent/emergency circumstances, explain how it was unavoidable and any steps taken to address the impact of that conflict of interest.
7. Include any other information justifying the use of noncompetitive procurement in the specific instance.

NOTE: A separate justification is required for each instance of noncompetitive procurement.

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EXHIBIT B

APPROACH TO THE SCOPE OF WORK

Thompson’s approach to providing disaster response and recovery services to the City maintains a primary focus on the efficient and effective utilization of available resources while assisting the City in navigating the funding and compliance channels of the Mississippi Emergency Management Agency (MEMA) and the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program. Thompson will closely adhere to the project execution strategy and task response times outlined below to meet or exceed the City’s expectations.

Resource and Budget Estimates

The total amount of debris generated by any particular disaster will depend on the location and type of event experienced, as well as its severity, duration, and intensity. Following a disaster event that impacts the City, Thompson will work with the City and the City’s debris removal contractor to develop a debris estimate based on the event, scope of work necessary to clean-up the debris, and budget to monitor the actual quantity of equipment that the contractor has pledged to execute the scope of work. Thompson’s Automated Debris Management System (ADMS), the Thompson Data Management Suite (TDMS), will allow the City access to near real time financial encumbrances and project progress that can be tracked via the internet. *To date, we have observed cost savings to our clients ranging from 20-30 percent with the use of our ADMS solution.*

Project Execution Utilizing Automated Debris Management System

Thompson will execute the proposed tasks described below with our best-in-class ADMS hardware and software system, Thompson Data Management Suite (TDMS). Thompson’s ADMS was developed in-house and is proprietary. We do not rely on licensing for the use of an ADMS. TDMS has been successfully deployed over the past seven (7) years and utilized by county / parish, and municipal clients in Alabama, Georgia, Florida, Louisiana, Texas, South Carolina, North Carolina, Tennessee, New York and Puerto Rico to electronically document debris removal, hazardous tree work, vehicle recovery, and private property debris removal. The TDMS collection of hardware, software and communications infrastructure is detailed in the table below.

Table 1: Thompson Data Management Suite (TDMS)

TDMS Component	Description
TDMSmobile	ADMS hardware solution that provides clients the option to manage and monitor debris recovery missions electronically. TDMSmobile can be utilized for a variety of programs and operations including truck certification, right-of-way (ROW) collection, tree work (leaners/hangers/stumps), private property debris removal (PPDR), demolitions, haul out/disposal, and monitor management. TDMSmobile has a disconnected architecture and is fully operational in a post storm environment where cellular networks are destroyed or compromised.
TDMSweb	TDMSweb is a web based application that serves as the backbone of the TDMS for storage and data management. TDMSweb provides access to viewing, querying, sorting, reporting, mapping and managing project related data and documents including electronic tickets, contractor invoices, text message updates, reports, and FEMA data and image exports.
TDMSmaps	TDMSmaps is a web based GIS application that integrates geospatial and relational data to enhance management and public information capabilities. The City will have full access to live maps, progress



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APPROACH TO THE SCOPE OF WORK

TDMS Component	Description
	maps and query maps which will allow the City and project managers to evaluate progress, assign or re-assign crews, and make general debris management decisions.
TDMS <i>Client</i>	TDMS <i>Client</i> is a web based portal that serves as the client and contractor information center for project costs, electronic tickets, accounting transactions and invoices. TDMS <i>Client</i> provides access to viewing, querying, sorting, reporting, mapping and managing project related data and documents

Technical Approach by Task

Thompson's project understanding and approach to assisting the City in disaster debris monitoring operations and the associated management and accounting requirements is detailed in the table below:

Table 2: Project Approach and Deliverables

Task / Mobilization Time	Description
1. Emergency Management Planning and Training	
Annually prior to hurricane season	Thompson can provide a variety of planning services, training programs, and tools and templates that can be utilized by the City in future disasters, or participate in exercises related to the City's disaster preparedness, response, and recovery.
2. Debris Program Implementation	
12-24 hours following notice to proceed (NTP)	Thompson will implement a program based on the specific needs of the City, feedback from debris removal contractors, and debris estimates developed through the preliminary damage assessment.
3. Onboarding and Training of Employees	
12-24 hours following NTP	Thompson will identify local residents to onboard and train to be debris monitors. This effort will help skilled residents participate in the recovery efforts with a meaningful impact and earn a competitive hourly wage. Thompson performs Motor Vehicle Reports (MVR's) and drug testing on all field staff.
4. Health and Safety Plan Implementation	
12-24 hours following NTP	Health and Safety Plan will be periodically reviewed and updated to address any disaster specific hazards including working near traffic. Thompson's safety program is focused on the safety of Thompson monitors and field personnel. Thompson will deploy a quality assurance team to each of its projects to ensure that certain quality standards are being upheld, regardless of the operating conditions and climate.
5. Measure and Certify Trucks by FEMA PAPPG Standards	
12-24 hours following NTP	Peak truck certification occurs during the first week of debris removal operations. Thompson will perform "spot field audits" and recertify trucks throughout the debris removal operation. Thompson will assign a unique identification number to each truck and a placard with the truck number will be affixed to the side of each debris removal truck.
6. Deploy Loading Site Collection Monitors	
24-48 hours following NTP	Thompson will deploy collection monitors based on the debris removal contractor's mobilization and certification of trucks. The Collection Monitor's primary responsibility is to observe, document, and substantiate the removal of eligible storm debris from City ROW and other collection zones identified and approved by the City. The collection monitor will perform all duties outlined in the SOW and directed by City debris management personnel.
7. Deploy Debris Management Site Monitors	
24-48 hours following NTP	Thompson will ensure that the City Debris Management Sites (DMS) meet all MDEQ requirements. DMS Monitors are responsible for completing the load transactions and recording debris volumes for loads that have been transported to the DMS for processing and storage or final disposal. Thompson will work with Debris Removal Contractor(s) to obtain copies of all DMS permits.



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APPROACH TO THE SCOPE OF WORK

Task / Mobilization Time	Description
8. Deploy Field Supervisors / Field Supervisors	
24-48 hours following NTP	Thompson will deploy one (1) Field Supervisor for every ten (10) collection monitors to appropriately supervise collection operations. The 1:10 supervisor to monitor ratio is encouraged by FEMA.
9. FEMA Consultation	
Scheduled after applicant kickoff	Thompson has recent experience with FEMA's new delivery model using Grants Portal and, at the direction of the City, is prepared to participate in project scoping meetings with FEMA.
10. Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps	
24-48 hours following NTP	Thompson is prepared to expedite the program based on availability of specialized tree equipment. GPS coordinates, measurements, and photos will be taken for tree work. All hazardous stumps must be approved by FEMA prior to removal.
11. Ordinance Review to Determine Best Method to Perform Private Property Debris Removal (PPDR)	
Once debris operations begin (subject to need)	Thompson management staff has experience analyzing and designing PPDR programs based on Voluntary/Right-of Entry, Imminent Danger of Collapse, and Public Nuisance Programs. Thompson will work with the City to identify an ordinance that clearly grants the City with the authority to enter private property to remove and dispose of debris, establish a multi-step process to ensure all proper notifications are made to property owners and develop a public outreach plan to ensure that City residents in need are able to participate in the program
12. Private Property Debris Removal Monitoring	
TBD, based on input from MEMA and FEMA	PPDR programs may include vegetative and C&D debris, as well as leaners, hangers, stumps, and structural demolitions. Each property will have a "PPDR" packet with all documentation necessary for regulatory requirements and FEMA reimbursement including City ordinance, notifications, executed ROE, FEMA/MEMA approval, FEMA HP review and approval, asbestos abatement approval, utility disconnect documentations, site survey, photographs, and close-out documentation.
13. Specialized Debris Removal Monitoring	
TBD, based on input from MEMA and FEMA	Thompson management staff has experience with the operational methods to properly document special debris removal programs such as removal of debris from waterways and lakes, debris removal from parks and trails, beach debris removal and the removal of vehicles and vessels.
14. Accumulate Daily Field Data	
48 hours following NTP	Thompson will maintain field data for all debris recovery programs monitored. Debris removal data will be organized by debris type, road type, and program. Thompson's reporting tool is flexible and can be tailored to report debris removal by any number of parameters.
15. Timekeeping QA/QC	
1 week after removal operations begin	Every night, Thompson will perform QA/QC on all clock in/clock out times to ensure that electronic time stamps are captured in TDMS. Time entries will be finalized on a nightly basis. Following each work week, individual monitor time logs are distributed in the field for employee review and approval. Any discrepancies in time are reviewed and reconciled by management before the monitor signs their timesheet.
16. Reconcile Contractor Invoices	
1 week after removal operations begin	Thompson will perform a thorough review and reconciliation of contractor invoices submitted to the City and comply with the invoicing and payment term in the debris removal contract. All approved invoices will be "audit ready" packages that are organized and formatted to upload into FEMA's Grants Portal.
17. Develop FEMA Project Worksheets	
On-going throughout recovery operation	Thompson will prioritize Category A and B Project Worksheets and provide support to the City with Permanent Work (Categories C-G) Project Worksheets upon request.

thompson
ENGINEERING

B - 3

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EXHIBIT C
BILL RATES

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs, including but not limited to, lodging, per diem, supplies, rental equipment, and other direct project expenses, will be billed to the client at cost without markup.

<u>Position</u>	<u>Hourly Rate</u>
Automated Debris Management System (ADMS)	3.50
Administrative Support	23.25
Data Manager	61.25
Data Support	45.00
Debris Monitor ¹	32.25
Field Supervisor	48.00
GIS Analyst	50.00
Operations Manager	62.50
Project Manager	65.00

¹ An ADMS charge applies to the positions that require the use of an ADMS handheld device and hip printer.

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Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to ratify the following contract with Necaise Bros. Construction Co, Inc. for Debris Removal and Disposal Services that was previously approved at the November 1, 2020 Recessed Special Meeting:

**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 Necaise Bros. Construction Co., Inc. 21040 Coastal Parkway, Gulfport, MS 39503

(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:

**CITY OF LONG BEACH
HURRICANE ZETA – DEBRIS REMOVAL AND DISPOSAL SERVICES**

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.

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 2.02 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 4.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.~~

A. The Contractor will assemble, direct, and manage a work force that will complete the debris management operations in a maximum of 30 days from 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.~~

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, Owner and Contractor agree that as liquidated damages (but not as a penalty) for failure to diligently prosecute the work, Contractor shall pay Owner \$500.00 for each day wherein work is not appropriately prosecuted.

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 Million, Four Hundred Thirty Four Thousand, Five Hundred dollars and 00/100----(\$1,434,500.00)

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 **first or 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

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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.

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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 3, inclusive).
 7. Special Conditions (pages 1 to 2, inclusive).
 8. Specifications as listed in the table of contents of the Project Manual.
 9. Addenda (numbers 1 to 2, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 5 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

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Other Provisions

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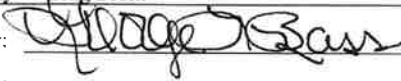
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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their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

This Agreement will be effective on 11/4, 2020 (which is the Effective Date of the Agreement).

OWNER:

City of Long Beach

By: 

Title: Mayor

[CORPORATE SEAL]

Attest: 

Title: City Clerk

Address for giving notices:

P. O. Box 929

Long Beach, MS 39560

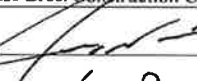
228-863-1556



(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.)

CONTRACTOR:

Necaise Bros. Construction Co., Inc.

By: 

Title: Vice President

[CORPORATE SEAL]

Attest: 

Title: Project Manager

Address for giving notices:

21040 Coastal Parkway

Gulfport, MS 39503

License No.: 05004-MC
(Where applicable)

Agent for service or process: _____

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

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CITY OF LONG BEACH

ATTACHMENT 2 - BID PROPOSAL
(Issued by Addendum 1)

Proposal of Vecaise Bros Const Co Inc
(hereinafter called "Bidder"), organized and existing under the laws of the State of
MS doing business as Corp

To the City of Long Beach, Mississippi, (hereinafter called "Owner").
Ladies and Gentlemen:

The Bidder, in compliance with your invitation for bids for:

HURRICANE ZETA
DEBRIS REMOVAL AND DISPOSAL SERVICES

having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the performance of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to perform the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this is a part.

Bidder hereby agrees to commence work under this contract as stated hereafter in this proposal within 24 hours of "Notice to Proceed" of the Owner and to prosecute the work for the specified Contract Time thereafter. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day wherein Contractor fails to appropriately prosecute the work.

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 dated 10/31/2020
Addendum No. _____ dated _____
Addendum No. _____ dated _____
Addendum No. _____ dated _____

*Insert corporation, partnership or individual as applies

Complete unit price in words and figures under Item Description and the Extension (Unit Price x Quantity) in figures.

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Quantities included herein are for comparison of bids/proposals only. No guarantee is implied regarding the quantities of work to be performed.

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following unit prices:

NO.	ITEM DESCRIPTION	QUANTITY	EXTENSION
1-A	VEGETATIVE DEBRIS COLLECTION (HAUL 0-15 MILES)	60000 C.Y.	
	<u>Twelve</u> <small>(UNIT PRICE IN WORDS)</small>		<u>\$ 720,000.00</u> <i>fr</i> <small>(EXTENSION IN FIGURES)</small>
		<u>(\$ 12.00)</u> <small>(UNIT PRICE IN FIGURES)</small>	
1-B	VEGETATIVE DEBRIS COLLECTION (HAUL 16-30 MILES)	10000 C.Y.	
	<u>Twelve</u>		<u>\$ 120,000.00</u>
		<u>(\$ 12.00)</u>	
1-C	VEGETATIVE DEBRIS COLLECTION (HAUL 30+ MILES)	5000 C.Y.	
	<u>Twelve</u>		<u>\$ 60,000.00</u>
		<u>(\$ 12.00)</u>	
2-A	CONSTRUCTION & DEMOLITION DEBRIS COLLECTION (HAUL 0-15 MILES)	15000 EA.	
	<u>Sixteen</u>		<u>\$ 240,000.00</u>
		<u>(\$ 16.00)</u>	
2-B	CONSTRUCTION & DEMOLITION DEBRIS COLLECTION (HAUL 16-30 MILES)	5000 EA.	
	<u>Sixteen</u>		<u>\$ 80,000.00</u>
		<u>(\$ 16.00)</u>	
2-C	CONSTRUCTION & DEMOLITION DEBRIS COLLECTION (HAUL 30+ MILES)	5000 EA.	
	<u>Sixteen</u>		<u>\$ 80,000.00</u>
		<u>(\$ 16.00)</u>	

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3-A	CUTTING PARTIALLY UPROOTED (LEANERS), LESS THAN 24" DIA. @ 2 FT. ABOVE BASE	40 EA.	<u>One hundred fifty</u> (\$ 150. ⁰⁰)	\$ <u>6,000.⁰⁰</u>
3-B	CUTTING PARTIALLY UPROOTED (LEANERS), 24"+ TO 36" DIA. @ 2 FT. ABOVE BASE	40 EA.	<u>One hundred fifty</u> (\$ 150. ⁰⁰)	\$ <u>6,000.⁰⁰</u>
3-C	CUTTING PARTIALLY UPROOTED (LEANERS), 36"+ DIA. @ 2 FT. ABOVE BASE	40 EA.	<u>Two hundred fifty</u> (\$ 250. ⁰⁰)	\$ <u>10,000.⁰⁰</u>
3-D	CUTTING SPLIT LEANER (LEANERS), LESS THAN 24" DIA. @ 2 FT. ABOVE BASE	40 EA.	<u>Two hundred</u> (\$ 200. ⁰⁰)	\$ <u>8,000.⁰⁰</u>
3-E	CUTTING SPLIT LEANER (LEANERS), 24"+ TO 36" DIA. @ 2 FT. ABOVE BASE	40 EA.	<u>Two hundred</u> (\$ 200. ⁰⁰)	\$ <u>8,000.⁰⁰</u>
3-F	CUTTING SPLIT LEANER (LEANERS), 36"+ DIA. @ 2 FT. ABOVE BASE	40 EA.	<u>Three hundred fifty</u> (\$ 350. ⁰⁰)	\$ <u>14,000.⁰⁰</u>
3-G	REMOVING DANGEROUS HANGING LIMBS (HANGERS)	200 EA.	<u>One hundred fifteen</u> (\$ 115. ⁰⁰)	\$ <u>23,000.⁰⁰</u>

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4-A	HAZARDOUS STUMP REMOVAL & COLLECTION, LESS THAN 24" DIA. @ 2 FT. ABOVE BASE	40	EA.	
	<u>Two hundred fifty</u>			\$ <u>10,000.⁰⁰</u>
				(\$ <u>250.⁰⁰</u>)
4-B	HAZARDOUS STUMP REMOVAL & COLLECTION, 24"+ TO 36" DIA. @ 2 FT. ABOVE BASE	30	EA.	
	<u>Three hundred fifty</u>			\$ <u>10,500.⁰⁰</u>
				(\$ <u>350.⁰⁰</u>)
4-C	HAZARDOUS STUMP REMOVAL & COLLECTION, 36"+ TO 48" DIA. @ 2 FT. ABOVE BASE	20	EA.	
	<u>Six hundred</u>			\$ <u>12,000.⁰⁰</u>
				(\$ <u>600.⁰⁰</u>)
4-D	HAZARDOUS STUMP REMOVAL & COLLECTION, 48"+ DIA. @ 2 FT. ABOVE BASE	10	EA.	
	<u>Seven hundred</u>			\$ <u>7,000.⁰⁰</u>
				(\$ <u>700.⁰⁰</u>)
5-A	STUMP REMOVAL & COLLECTION	1000	C.Y.	
	<u>Twenty</u>			\$ <u>20,000.⁰⁰</u>
				(\$ <u>20.⁰⁰</u>)

TOTAL BID: One million four hundred thirty four thousand five
(TOTAL IN WORDS)
hundred + ⁰⁰/100 -
(TOTAL IN FIGURES)
 (\$ 1,434,500.⁰⁰)

(AMOUNTS ARE TO BE IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.)

9-

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The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time

Respectfully submitted:

Name of Company:

(SEAL - if bid is by corporation)

Necansa Bras coast Co Inc

[Signature]

Title: Vice President

Address: 21040 Coastal Parkway

Street: _____

P.O. Box: _____

City: Gulfport

State: MS

Telephone: (228) 328-4274

Cert. of Resp. No. 05004-MC

Addendum 1

5 of 5

There came on for discussion the Emergency 72-hour push contract that was issued post disaster to clear the streets of debris. Alderman McCaffrey stated that he had been contacted by multiple contractors that were disappointed that they were not able to submit a bid for this contract. After further discussion, it was the consensus of the Board to go out for bids in January 2021 to issue an annual contingent contract for the 72-hour push contract to be triggered after the next storm.

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There came on for discussion the storage of the electrical pedestals removed from the Harbor due to Hurricane Zeta. Harbor Master Bill Angley apprised the Board that currently the City pays approximately \$2,500.00 per month to store the pedestals until they can be re-installed on the piers. Due to the devastation at the Harbor, it is not yet known if, or how many of these will be returned to the Harbor. Harbor Master Angley reported that he has received a quote of \$3,500.00 for an enclosed trailer that would accommodate all of the pedestals and also serve as the Harbor's tool shed. After further discussion, Alderman Parker made motion, seconded by Alderman Robertson and unanimously carried to authorize purchase of the trailer in order to save further storage costs.

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

Fire Department:

- Step Increase, Firefighter 1st Class Tony Barnett, FS 9-I, effective November 16, 2020
- Step Increase, Firefighter 1st Class Phillip Price, FS 9-1, effective November 16, 2020

Alderman Robertson made motion seconded by Alderman Frazer and unanimously carried to approve the following Budget Amendments for FY 2021:

**City of Long Beach
Budget Amendment Request**

Fund Name	<u>Water/Sewer</u>	Date	<u>11/3/2020</u>
Department #	<u>815</u>	Budget Entry #	<u> </u>
Department Name	<u>Water Operations</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Capital Outlay 815-630100	50,000	-	7,500	57,500
Fund Balance			(7,500)	

Amendment for additional funds to purchase the 2 vehicles approved during the budget process.

Amendment #3

**Minutes of November 3, 2020
Mayor and Board of Aldermen**



MEMO

TO: Kini Gonsoulin
 FROM: Joe Culpepper, Director of Public Works
 DATE: October 21, 2020
 RE: Amendment to Budget

Kini, this is a request to amend this year's budget – 815-6301 – Water – Capital Outlay – from \$50,000 to \$57,500.

The reason for this increase is that we were going to purchase one regular cab Ford pickup truck and one crew cab pickup truck through State contract. However, prices have gone up more than we originally anticipated, and the regular cab is no longer available. Therefore, we have to upgrade our purchases to extended-cab trucks, which are more expensive.

I am requesting that this go before the Board at its next meeting for approval.

Thank you.

**City of Long Beach
Budget Amendment Request**

Fund Name	<u>General</u>	Date	<u>11/3/2020</u>
Department #	<u>311</u>	Budget Entry #	<u> </u>
Department Name	<u>Streets & Drainage</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Operating Supplies 311-610700	50,500	-	4,040	54,540
Insurance Proceeds			(4,040)	(4,040)
				-

Amendment to budget insurance proceeds to repair damage to Commission Road Bridge

Amendment #4



MEMO

TO: Kini Gonsoulin
 FROM: Joe Culpepper, Director of Public Works
 DATE: October 23, 2020
 RE: Amendment to Budget

Kini, this is a request to amend this year's budget for \$4,039.09, for costs of parts/materials to repair Commission Road Bridge. Parts are being purchased from Gulf Coast Pre-Stress Partners, LTD, PO#21090. See attached PO and Invoice. As you recall, this was related to the citizen's USAA insurance payments that were sent to the City.

This amount should be reimbursed to 311-610700.

I am requesting that this go before the Board at its next meeting for approval.

Thank you.

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The Mayor recognized the City Attorney for his report, whereupon he rendered his official opinion regarding funding for the Harbor expenses, including payroll, being funded by the General Fund, per most recent statute regarding same, post Hurricane Zeta.

* *

Also under the City Attorney's Report, Mr. Simpson apprised the Board that he had prepared an Ordinance to amend the City's Chart of Uses as proposed by the Planning & Development Commission, said Ordinance was adopted as follows:

ORDINANCE NO. 654

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AMENDING ARTICLE 10 OF THE CHART OF USES, SECTION 105 OF THE CITY TO AMEND CERTAIN SECTIONS OF THE CHART OF USES AND FOR RELATED PURPOSES

WHEREAS, the Mayor and Board of Aldermen (the "Governing Body") of the City of Long Beach, Mississippi (the "Municipality"), having made due investigation and consideration and in order to promote the general health, welfare, safety and convenience of the citizens of The City of Long Beach therefore, do now find, determine, adjudicate and declare as follows:

Article 10 Section 105 of Ordinance No. 598 of the City, entitled "AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AMENDING ORDINANCE NO. 344 OF THE CITY, THE ZONING ORDINANCE OF THE CITY OF LONG BEACH, MISSISSIPPI, BY ADOPTION OF A NEW COMPREHENSIVE LAND USE, AND FOR RELATED PURPOSES" is hereby amended to read as follows:

SECTION 105: CHART OF USES

Table with 3 columns: Residential, R2, R3. Rows include Townhouse, Condominium, Special Care Homes, Nursing Care, Intermediate Care Home.

As more fully shown on the attached Chart of Uses as adopted and incorporated herein.

The above and foregoing Ordinance No. 654 was introduced in writing by Alderman Robertson who moved its adoption. Alderman Frazer seconded the motion to adopt the Ordinance, and after discussion, no member of the Board of Aldermen having requested the Ordinance be read by the City Clerk, and the question being put to a roll call vote, the result was as follows:

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

The question having received the affirmative vote of all of the Aldermen present and voting, the Mayor declared the motion carried, and said Ordinance No. 654 adopted and approved, this the 3rd date of November, 2020.

APPROVED: George L. Bass, Mayor

ATTEST: Stacey Dahl, City Clerk

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CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

I, the undersigned, Stacey Dahl, City Clerk within and for the City of Long Beach, Mississippi, do hereby certify that the above and foregoing is a true and correct copy of that certain Ordinance #654 of the City of Long Beach, Mississippi, adopted by the Mayor and Board of Aldermen at a regular meeting duly held and convened on the 3rd day of November, 2020, as the same appears of record in Ordinance Book #9, pages _____, inclusive, in my office at the City Hall in said City.

Given under my hand and the official seal of my office this the 4th day of November, 2020.

(SEAL)



Stacey Dahl
Stacey Dahl, City Clerk

Chart of Use	R1	R2	R3	R4	RO	C1	CIHD	C2	C2B	C3	I-1	I-2	WD
Agricultural													
Greenhouse Commercial				R						S	S	S	
Crops / Forestry				R									
Riding Stable				X							S	S	
Livestock				X							S	S	
Wildlife Refuge				X							S	S	
Forest Preserve				R									
	R1	R2	R3	R4	RO	C1	CIHD	C2	C2B	C3	I-1	I-2	WD
Residential													
Single Family	R	R	R	R	R	X		X	X	X			
Accessory Unit	X	X	X	X	X	X		X	X	X	X	X	
Duplex / 2 Family Dwelling	R	R		X									
Townhouse		X	R			X	X	X	X	X			
Condominium		X	R			X	R	X	X	X			
Apartment Building <i>Low Rise</i>			R			X	X	X	X	X			
Apartment Building <i>High Rise</i>			X			X	X	X	X	X			
Live-Work Unit					R	S	S	X	S	X			
Mobile Home Park				S									
	R1	R2	R3	R4	RO	C1	CIHD	C2	C2B	C3	I-1	I-2	WD
Special Care Homes													
Homes for Handicapped or Infirm			X	X	X			R		X			
Nursing Care, Intermediate Care Homes			X	X	X	X	X	R		X			
Halfway Houses								S					
	R1	R2	R3	R4	RO	C1	CIHD	C2	C2B	C3	I-1	I-2	WFD
Lodging													
Hotel / Motel (12+ rooms)			S			X	R	X	R	X			
Inn (up to 12 rooms)						X	X	X	R	X			
Bed and Breakfast (1-5 rooms)		X	X			X		X	R	X			
Tourist Homes (renting by the day or week)	X	X	X	X	X	X		X	X	X			
	R1	R2	R3	R4	RO	C1	CIHD	C2	C2B	C3	I-1	I-2	WFD
Office, Clerical, Research and Services (Not primarily related to goods and merchandise)													
Home Occupation (No customer/ client traffic generation)	R	R	R	R	R	R	R	R	R	R			
Operations designed to attract and serve customers or clients on the premises					X	R		R	R	R	R	R	X
Operations designed to attract little or no customers or client traffic other than employees of the entity					R	R		R	R	R			
Office building (multiple offices)						X	R	R	R	X	R	R	
Operations with drive up window						X	X	R	X	X			X
Work / Live Unit					R	R		R	R	R			
	R1	R2	R3	R4	RO	C1	CIHD	C2	C2B	C3	I-1	I-2	WFD
Services and Enterprises Relating to Animals													
Veterinarian (small animals only)					X	X		R	X	X			
Veterinarian (small / large animals)				S	X			X		X	X		
Boarding Kennel				S	X			X	S	X	X		

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	R1	R2	R3	R4	RO	C1	C1HD	C2	C2B	C3	I-1	I-2	WFD
Sales and Rental of Goods, Merchandise and Equipment													
No storage or display of goods outside fully enclosed building													
High volume traffic generation (more than 2,500 sq ft)						R	R	R	R	R			X
Low volume traffic generation (up to 2,500 sq ft)						R	R	R	R	R			X
Wholesale sale								R			R	R	
Storage and display of goods outside fully enclosed building allowed													
High volume traffic generation (more than 2,500 sq ft)							X	R	X	X	R	R	
Low volume traffic generation (up to 2,500 sq ft)							X	R	X	X	R	R	
Wholesale sale								R	X	X	R	R	
	R1	R2	R3	R4	RO	C1	C1HD	C2	C2B	C3	I-1	I-2	WFD
Manufacturing, Processing, Creating, Repairing, Painting, Renovation, Cleaning and Assembling of Goods													
All operations conducted entirely within fully enclosed building													
Majority of dollar volume of business done with walk-in trade						X		X	X	X	R	R	
Majority of dollar volume of business not done with walk-in trade								X	X	X	R	R	
Operations conducted within or outside fully enclosed building													
Majority of dollar volume of business done with walk-in trade								X			R	R	
Majority of dollar volume of business not done with walk-in trade								X			R	R	
	R1	R2	R3	R4	RO	C1	C1HD	C2	C2B	C3	I-1	I-2	WFD
Regulated Businesses													
Check cashing, title loan or pawn								R			X		
Escort services											S		
Lingerie modeling studio											S		
Sex oriented cabaret, cinema, media, or sex shop with sale or rental of sex oriented merchandise											S		
Tattoo and body piercing parlor								R			X		
	R1	R2	R3	R4	RO	C1	C1HD	C2	C2B	C3	I-1	I-2	WFD
Motor Vehicle Related Sales and Service													
Motor vehicle sales or rental								R			X		
Sales with installation of parts or accessories (tires, mufflers, etc.)								R		S	R		
Motor vehicle repair and maintenance including substantial body work								R			R		
Motor vehicle repair and maintenance not including substantial body work								R			R	R	

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Gas Sales								X	R	X	X	R	R	X
Gas Sales with repair and maintenance services									R	S	S	R	R	
Car Wash									R		X	R	R	
Scrap materials, salvage or junk yards and vehicle graveyards												X	R	
Automobile parking garages or parking lots (commercial)						X	X	X	X	X	X	R	R	
	R1	R2	R3	R4	RO	C1	C1HD	C2	C2B	C3	I-1	I-2	WFD	
Storage														
Storage rental units									X		X	R	R	
	R1	R2	R3	R4	RO	C1	C1HD	C2	C2B	C3	I-1	I-2	WFD	
Entertainment, Recreation, Amusement														
Activity conducted entirely within building or structure														
Bowling alleys, skating rinks, billiard halls , indoor athletic facilities and similar uses						X	X	R	X	X				
Movie theaters						X	X	R	X	X				
Coliseums, stadiums and similar uses				S				R	R	R				
Performing arts auditorium						R	R	R	R	X				
Activity conducted primarily outside enclosed building														
Privately owned outdoor recreational facilities				S				X	X	X				
Drive- in movies										X				
Publicly owned and operated outdoors recreation facilities	X	X	X	X				X	X	X	X	X	X	X
Golf course				S						X				
Golf driving ranges (not accessory to golf courses)				S					R	X				
Horseback riding or stables				X										
Automobile and motorcycle racetracks				S										
RV Park				S						X				
	R1	R2	R3	R4	RO	C1	C1HD	C2	C2B	C3	I-1	I-2	WFD	
Food Service, Restaurants, Lounge														
No substantial carry-out or delivery services, no drive-in service or primary consumption outside fully enclosed building						R	R	R	R	R				R
Restaurants with alcohol as accessory use						R	R	R	R	R				R
Lounge for consumption of alcoholic beverages on premises						R	R	R	R	X				R
Carry-out, delivery and drive-in services, primary consumption outside fully enclosed building						X	X	R	X	X				X
	R1	R2	R3	R4	RO	C1	C1HD	C2	C2B	C3	I-1	I-2	WFD	
Marine Related Facility														
Marina stores and supplies (up to 2,500 sq ft.)						R	R	R	R	R				R
Live bait stores														R
Boat storage (indoor)									R			R	R	X
Boat storage (indoor and outdoor)									R			R	R	X
Boat maintenance and repair									R			R	R	X
	R1	R2	R3	R4	RO	C1	C1HD	C2	C2B	C3	I-1	I-2	WFD	
Civic and Emergency Services														
Community Facility	X	X	X	X	X	X	X	R	X	X	R	R	X	X
Police Stations	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Fire Station	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Rescue and ambulance									R			R	R	
Infrastructure / Utilities	X	X	X	X	X	X	X	X	X	X	X	X	X	X
	R1	R2	R3	R4	RO	C1	C1HD	C2	C2B	C3	I-1	I-2	WFD	
Miscellaneous public and														

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semi-public uses														
Post office	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Airport		S												
Sanitary landfill		S		S										
Transit Facility							X	R	X					X
Military reserve centers		S					S	S	S	S	S			
	R1	R2	R3	R4	RO	C1	C1HD	C2	C2B	C3	I-1	I-2	WFD	
Funeral Home, Cemetery, Crematorium														
Funeral Home with embalming on site								R		X				
Funeral Home (visitation / services only)								R		X				
Crematorium												R	R	
Cemetery				S										
	R1	R2	R3	R4	RO	C1	C1HD	C2	C2B	C3	I-1	I-2	WFD	
Educational, Cultural, Religious, Philanthropic, Social, Fraternal, Child Care														
Child care facility (3 or fewer)	X	X	X	R	X			R	X	R				
Child care facility (4 or more)				X				R		R				
Elementary School	X	X	X	X				X	X	X	X	X		
Middle / High School	X	X	X	X				X	X	X	X	X		
College / University (including dormitory)	X	X	X	X				X	X	X	X	X		
Learning Center				S				R				R	R	X
Special training / Vocational				S				R				R	R	
Research facility				S		X	X	R	X	X	R	R	R	X
Libraries, museums, art centers and similar uses				S		X	X	R	X	X	R	R	R	X
Social, fraternal clubs and similar uses	X	X	X	X	X			R	X	X				
Churches, synagogues and temples	S	S	S	S	S	S	S	X	X	X				
	R1	R2	R3	R4	RO	C1	C1HD	C2	C2B	C3	I-1	I-2	WFD	
Towers and Related Structures														
Towers or antennas for individual residential use (limited to district height limit)	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Towers or antennas for community or regional use								X	X	X	X	R	R	
	R1	R2	R3	R4	RO	C1	C1HD	C2	C2B	C3	I-1	I-2	WFD	
Open air markets and horticultural sales														
Open air markets (farm, craft, and produce)				S		X	X	R	X	R				X
Open air flea markets				S				X		X				
Horticultural sales with outdoor display				X				R	X	X				
	R1	R2	R3	R4	RO	C1	C1HD	C2	C2B	C3	I-1	I-2	WFD	
Industrial														
Auto related industrial								X				R	R	
Communication / Transportation								X				R	R	
Manufacturing / Processing								X				R	R	
Marine related facility								X				R	R	
Products and Services								X				R	R	
Storage and Distribution								X				R	R	

Note: R = permitted by right
 X = permitted with Planning Commission Approval
 S = permitted as Special-use (hearing)

At the request of City Attorney Steve Simpson, Alderman McCaffrey made motion seconded by Alderman Robertson and unanimously carried to declare an Executive Session for the transaction of public business, to wit: To discuss with and seek legal advice and counsel of the City Attorney regarding potential litigation.

The question having received the affirmative voice vote of all of the Aldermen present and voting, the Mayor declared the motion carried, whereupon the Board entered into Executive Session

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The meeting resumed in Open Session, whereupon no action was taken.

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

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Ronald Robertson, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Angie Johnson, 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