

Minutes of March 1, 2022
Mayor and Board of Aldermen

MUNICIPAL DOCKET
REGULAR MEETING OF MARCH 1, 2022
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. PUBLIC HEARINGS
 - 1. 0 Lang Ave; assessed to William Stanley & Paula J Ross
 - 2. 0 Lang Ave; assessed to Mark Burns
 - 3. 106 Lang Ave; assessed to Celestial International Holdings, LLC
 - 4. 106 N. Lang Ave; assessed to Lloyd S. Bullard
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET
- VII. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. February 1, 2022 Recessed
 - b. February 15, 2022 Regular
 - c. February 15, 2022 Executive Session
 - d. February 21, 2022 Work Session
 - 2. PLANNING AND DEVELOPMENT COMMISSION
 - a. February 24, 2022 Regular
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 030122
- IX. UNFINISHED BUSINESS
 - 1. Planning Commissioner Appointment – At Large
 - 2. Softball Field Lease Discussion
 - 3. Ordinance #598 Amendment; Sec. 131 Short Term Rentals
- X. NEW BUSINESS
 - 1. Special Event App & Waiver of Fees -Ribbon Walk/Run; Pink Heart Funds
 - 2. Addendum to Plat - Winter Garden Estates; Joseph Gauci
 - 3. Equipment Agreement – Credit Card Terminal; Building Office
 - 4. Maintenance Agreement – RJ Young, Multiple Printers
 - 5. Swings at Town Green – Jeff Savarese
 - 6. NRCS Trautman Bayou @ Magnolia Project
 - 7. Harbor Update
- XI. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. PERSONNEL
 - a. Library – Step Increase (2)
 - 3. CITY CLERK
 - a. Budget Amendment FY22; Recreation
 - 4. FIRE DEPARTMENT
 - 5. POLICE DEPARTMENT
 - 6. ENGINEERING
 - a. Contract – Gulf Coast Solutions; St. Charles Ave Drainage Improvements
 - b. Authorize Advertisement – Mitchell Rd Widening – Phase I
 - c. Authorize Advertisement – Long Beach Cemetery Improvements – Phase I
 - d. Authorize Advertisement – Replace Public Works Roof
 - e. Authorize Advertisement – Lynwood Circle Water System Improvements
 - f. S. Harvest Lane Drainage Easement
 - g. Amendment to Master Services Agreement – Overstreet & Assoc.
 - 7. PUBLIC WORKS
 - 8. RECREATION
 - 9. BUILDING OFFICE
 - 10. HARBOR
 - 11. DERELICT PROPERTIES
 - a. Schedule Public Hearing – 18132 Allen Rd; Intl. Sangha Bhiksu Buddhist Assoc.
- XII. REPORT FROM CITY ATTORNEY
- XIII. ADJOURN (OR) RECESS

**Minutes of March 1, 2022
Mayor and Board of Aldermen**

Be it remembered that four public hearings before the Mayor and Board of Aldermen, Long Beach, Mississippi, were begun and held, at 5:00 o'clock p.m., Tuesday, the 1st day of March, 2022, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed by order of the Mayor and Board of Aldermen for holding said public hearings.

There were present and in attendance on said board and at the public hearings the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Patrick Bennett, Timothy McCaffrey, Jr., Mike Brown, Pete L. McGoey and Deputy City Clerk Kini Gonsoulin.

Absent the public hearings were Aldermen Bernie Parker, Angie Johnson and City Attorney Stephen B. Simpson, Esq.

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

The first public hearing was called to order to determine whether or not a parcel of property situated in the City of Long Beach, located at 0 Lange Ave. and assessed to William Stanley & Paula J Ross, Map Parcel #0512H-01-009.000, is in such a state of uncleanness as to constitute a menace to the public health and safety of the community.

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

- The Clerk reported that, the Mayor and Board of Aldermen at a regular meeting duly held on February 1, 2022, she did cause to be sent, via certified mail, electronic receipt requested, Notice of Hearing, to William Stanley & Paula J Ross, 213 W. 1st Street, San Dimas, CA 91773, as the same appears of record on the Harrison County 2021 Official Real Property Tax Rolls. The Notice of Hearing was returned to sender on February 10, 2022.

Minutes of March 1, 2022
Mayor and Board of Aldermen

5

City of Long Beach



MAILED
Date: 2/2/22

February 2, 2022

91 7199 9991 7037 6360 4262

William Stanley & Paula J Ross
213 W. 1st Street
San Dimas, CA 91773

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of The City of Long Beach, Mississippi, will, in accordance with motion duly made, seconded and adopted at its regular meeting February 1, 2022, hold a public hearing at 5:00 p.m., Tuesday, March 1, 2022, at the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not a parcel of land owned by and/or assessed to William Stanley & Paula J Ross, and situated in the City of Long Beach, Mississippi, at 0 Lang Avenue, is in such a state of uncleanliness as to be a menace to the public health and safety of the community, all in accordance with Section 21-19-11 of the Mississippi Code of 1972, as amended. Said property is more particularly described, as follows:

Address: 0 Lang Avenue
Parcel Number: 0512H-01-009.000
Legal Description: LOTS 11 & 12 BLK 10 HARBOR VIEW

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

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

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

Done by order of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, this the 1st day of February, 2022.



Kini Gonsoulin
Deputy City Clerk

Minutes of March 1, 2022
Mayor and Board of Aldermen

2/25/22, 2:35 PM

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Minutes of March 1, 2022 Mayor and Board of Aldermen

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February 4, 2022, 8:34 am
Arrived at USPS Regional Facility
JACKSON MS DISTRIBUTION CENTER

February 2, 2022, 6:52 pm
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2/2

- The Clerk further reported that the Notice of Hearing was posted on the subject property, 0 Lang Ave., Long Beach, Mississippi, on February 3, 2022, by Zoning Enforcement Officer Dale Stogner; the bulletin boards at City Hall, the Water Department, and the Building Office, 201 Jeff Davis Avenue, Long Beach, Mississippi; and the Long Beach Public Library, 209 Jeff Davis Avenue, Long Beach, Mississippi.

**Minutes of March 1, 2022
Mayor and Board of Aldermen**

- The Clerk submitted a photograph of 0 Lang Ave., Long Beach, Mississippi taken by Zoning Enforcement Officer Dale Stogner on March 1, 2022, depicting subject property in its present condition; said photograph is as follows:

0 LANG AVE MOSS 3/01/2022



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Mayor and Board of Aldermen

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

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

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

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

3. That on February 3, 2022, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 0 Lang Ave. (Tax Map Parcel 0512H-01-009.000). Long Beach, Mississippi, assessed to William Stanley & Paul J Ross, and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on March 1, 2022, the Zoning Enforcement Officer, Dale Stogner, did take and cause to be processed photographs depicting said property in its then condition, to be submitted as exhibits at the public hearing scheduled for March 1, 2022.

This the 1st day of March, 2022.


KINI GONSOULIN, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 1st day of March, 2022.

-My Commission Expires-


NOTARY PUBLIC



AFFIDAVIT-PHOTOS;POST NOTICE

The Mayor opened the floor for comments from the property owner or their representative and no one came forward.

Minutes of March 1, 2022
Mayor and Board of Aldermen

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There being no further discussion, Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to close the public hearing and take official action as follows:

The Mayor and Board of Aldermen took up the matter of the public hearing on the property located at 0 Lang Avenue, Long Beach, Mississippi, to determine and consider the condition of said property. After conducting the hearing and considering all matters produced there at and after hearing all persons interested and appearing, the Board of Aldermen declared the hearing finally closed. After a discussion of the subject, Alderman Frazer offered and moved the adoption of the following Resolution and Order:

RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI ADJUDICATING THE PROPERTY LOCATED AT 0 LANG AVENUE, LONG BEACH, MISSISSIPPI, TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY AND REQUIRING OWNER OF SUCH PROPERTY TO CLEAN SAID PROPERTY.

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

1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 0 Lang Avenue, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of February 1, 2022, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be March 1, 2022, and directed notice of said hearing be served on the owner of said property in the manner as provided by said MCA Section 21-19-11;

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

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Mayor and Board of Aldermen

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

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

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 0 Lang Avenue, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0512H-01-009.000, and according to said tax records is owned by William Stanley & Paula J Ross, is at present in such a state of uncleanliness as to be a menace to the public health and safety of the community and/or an attractive nuisance.
2. That the aforesaid owner is hereby ordered to clean said parcel of land within **ten (10) days** from the entry of this Resolution and Order, and that such cleaning shall include:

Removal of all discarded materials, dangerous items, and such other rubbish and/or debris as described in any notice or as appearing on said property contributing to the property constituting a nuisance and menace overall to the public health and safety, and abate or cause to be abated the conditions otherwise existing and constituting a menace to public safety and health as testified and/or described in general at the hearing, and as contained in the report letter from Zoning Enforcement Officer Dale Stogner dated December 16, 2021, and attached hereto.

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

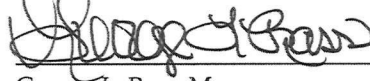
**Minutes of March 1, 2022
Mayor and Board of Aldermen**

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

Alderman Patrick Bennett	voted	Aye
Alderman Pete McGoey	voted	Aye
Alderman Donald Frazer	voted	Aye
Alderman Mike Brown	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Angie Johnson	voted	Absent, not voting
Alderman Bernie Parker	voted	Absent, not voting


The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this the 1st day of March, 2022.

APPROVED:



George L. Bass, Mayor

ATTEST:


Stacey Dahl, City Clerk

The second public hearing was called to order to determine whether or not a parcel of property situated in the City of Long Beach, located at 0 Lang Ave. and assessed to Mark Burns, Map Parcel #0512H-01-010.000, is in such a state of uncleanliness as to constitute a menace to the public health and safety of the community.

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

- The Clerk reported that, the Mayor and Board of Aldermen at a regular meeting duly held on February 1, 2022, she did cause to be sent, via certified mail, electronic receipt requested, Notice of Hearing, to Mark Burns, 131 Fern Road, Southampton, PA 18966, as the same appears of record on the Harrison County 2021 Official Real Property Tax Rolls.

Minutes of March 1, 2022
Mayor and Board of Aldermen

City of Long Beach



MAILED
Date: 2/2/22

91 7199 9991 7037 6360 4255

February 2, 2022

Mark Burns
131 Fern Road
Southampton, PA 18966

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of The City of Long Beach, Mississippi, will, in accordance with motion duly made, seconded and adopted at its regular meeting February 1, 2022, hold a public hearing at 5:00 p.m., Tuesday, March 1, 2022, at the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not a parcel of land owned by and/or assessed to Mark Burns, and situated in the City of Long Beach, Mississippi, at 0 Lang Avenue, is in such a state of uncleanness as to be a menace to the public health and safety of the community, all in accordance with Section 21-19-11 of the Mississippi Code of 1972, as amended. Said property is more particularly described, as follows:

Address: 0 Lang Avenue
Parcel Number: 0512H-01-010.000
Legal Description: LOT 13 BLK 10 HARBOR VIEW

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

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

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

Done by order of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, this the 1st day of February, 2022.


Kini Gonsoulin
Deputy City Clerk

Minutes of March 1, 2022 Mayor and Board of Aldermen

2/25/22, 2:44 PM

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February 24, 2022 at 4:49 pm
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February 24, 2022, 4:49 pm

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SOUTHAMPTON, PA 18966

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Minutes of March 1, 2022
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2/25/22, 2:44 PM

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February 7, 2022, 3:42 pm
Return to Sender
SOUTHAMPTON, PA 18966

February 7, 2022, 7:04 am
Out for Delivery
SOUTHAMPTON, PA 18966

February 7, 2022, 6:53 am
Arrived at Post Office
SOUTHAMPTON, PA 18966

February 6, 2022
In Transit to Next Facility

February 5, 2022, 1:15 pm
Arrived at USPS Regional Facility
PHILADELPHIA PA DISTRIBUTION CENTER

February 2, 2022, 6:52 pm
Arrived at USPS Regional Facility
GULFPORT MS DISTRIBUTION CENTER

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- The Clerk further reported that the Notice of Hearing was posted on the subject property, 0 Lang Ave., Long Beach, Mississippi, on February 3, 2022, by Zoning Enforcement Officer Dale Stogner; the bulletin boards at City Hall, the Water Department, and the Building Office, 201 Jeff Davis Avenue, Long Beach, Mississippi; and the Long Beach Public Library, 209 Jeff Davis Avenue, Long Beach, Mississippi.
- The Clerk submitted a photograph of 0 Lang Ave., Long Beach, Mississippi taken by Zoning Enforcement Officer Dale Stogner on March 1, 2022, depicting subject property in its present condition; said photograph is as follows:

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Mayor and Board of Aldermen

O LANG AVE BURNS 3/01/2022



Minutes of March 1, 2022
Mayor and Board of Aldermen

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

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

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

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

3. That on February 3, 2022, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 0 Lang Ave. (Tax Map Parcel 0512H-01-010.000). Long Beach, Mississippi, assessed to Mark Burns, and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on March 1, 2022, the Zoning Enforcement Officer, Dale Stogner, did take and cause to be processed photographs depicting said property in its then condition, to be submitted as exhibits at the public hearing scheduled for March 1, 2022.

This the 1st day of March, 2022.

Kini Gonsoulin
KINI GONSOULIN, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 1st day of March, 2022.

Stacey Dahl
NOTARY PUBLIC

-My Commission Expires-



AFFIDAVIT-PHOTOS;POST NOTICE

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Minutes of March 1, 2022
Mayor and Board of Aldermen

The Mayor opened the floor for comments from the property owner or their representative and no one came forward.

There being no further discussion, Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to close the public hearing and take official action as follows:

The Mayor and Board of Aldermen took up the matter of the public hearing on the property located at 0 Lang Avenue, Long Beach, Mississippi, to determine and consider the condition of said property. After conducting the hearing and considering all matters produced there at and after hearing all persons interested and appearing, the Board of Aldermen declared the hearing finally closed. After a discussion of the subject, Alderman Frazer offered and moved the adoption of the following Resolution and Order:

**RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF LONG BEACH, MISSISSIPPI ADJUDICATING THE PROPERTY
LOCATED AT 0 LANG AVENUE, LONG BEACH, MISSISSIPPI, TO BE A MENACE
TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY AND
REQUIRING OWNER OF SUCH PROPERTY TO CLEAN SAID PROPERTY.**

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

1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 0 Lang Avenue, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of February 1, 2022, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be March 1, 2022, and directed notice of said hearing be served on the owner of said property in the manner as provided by said MCA Section 21-19-11;
2. That, having served the owner of said property, either by registered mail as is evidenced by the return receipt included in the materials produced at said hearing, or by personal service by police officer as evidenced by the return of service of such police officer, or by posting and publication of same, such service being in accordance with said MCA Section 21-19-11, and proof of same being spread upon the minutes of the Governing Authorities taken of such hearing, hereby made a part of the record of these proceedings;

Minutes of March 1, 2022
Mayor and Board of Aldermen

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

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

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 0 Lang Avenue, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0512H-01-010.000, and according to said tax records is owned by Mark Burns, is at present in such a state of uncleanliness as to be a menace to the public health and safety of the community and/or an attractive nuisance.

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

Removal of all discarded materials, dangerous items, and such other rubbish and/or debris as described in any notice or as appearing on said property contributing to the property constituting a nuisance and menace overall to the public health and safety, and abate or cause to be abated the conditions otherwise existing and constituting a menace to public safety and health as testified and/or described in general at the hearing, and as contained in the report letter from Zoning Enforcement Officer Dale Stogner dated December 16, 2021, and attached hereto.

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

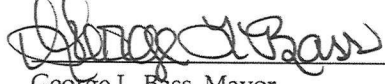
Minutes of March 1, 2022
Mayor and Board of Aldermen

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

Alderman Patrick Bennett	voted	Aye
Alderman Pete McGoey	voted	Aye
Alderman Donald Frazer	voted	Aye
Alderman Mike Brown	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Angie Johnson	voted	Absent, not voting
Alderman Bernie Parker	voted	Absent, not voting

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this the 1st day of March, 2022.

APPROVED:


George L. Bass, Mayor

ATTEST:


Stacey Dahl, City Clerk

The third public hearing was called to order to determine whether or not a parcel of property situated in the City of Long Beach, located at 106 Lang Ave. and assessed to Celestial International Holdings, LLC, Map Parcel #0512H-01-011.001, is in such a state of uncleanness as to constitute a menace to the public health and safety of the community.

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

- The Clerk reported that, the Mayor and Board of Aldermen at a regular meeting duly held on February 1, 2022, she did cause to be sent, via certified mail, electronic receipt requested, Notice of Hearing, to Celestial International Holdings, LLC, P.O. Box 602, Mableton, GA 30126, as the same appears of record on the Harrison County 2021 Official Real Property Tax Rolls. The Notice of Hearing was delivered February 25, 2022.

Minutes of March 1, 2022
Mayor and Board of Aldermen

23

City of Long Beach



MAILED
Date: 2/2/22

91 7199 9991 7037 6360 4248

February 2, 2022

Celestial International Holdings, LLC
P.O. Box 602
Mableton, GA 30126

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of The City of Long Beach, Mississippi, will, in accordance with motion duly made, seconded and adopted at its regular meeting February 1, 2022, hold a public hearing at 5:00 p.m., Tuesday, March 1, 2022, at the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not a parcel of land owned by and/or assessed to Celestial International Holdings, LLC, and situated in the City of Long Beach, Mississippi, at 106 Lang Avenue, is in such a state of uncleanliness as to be a menace to the public health and safety of the community, all in accordance with Section 21-19-11 of the Mississippi Code of 1972, as amended. Said property is more particularly described, as follows:

Address: 106 Lang Avenue
Parcel Number: 0512H-01-011.001
Legal Description: LOT 15 BLK 10 HARBOR VIEW

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

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Minutes of March 1, 2022
Mayor and Board of Aldermen

Page 2 of 2

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

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

Done by order of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, this the 1st day of February, 2022.



Kini Gonsoulin
Deputy City Clerk

2/25/22, 2:50 PM

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USPS Tracking Plus® Available [v](#)

 **Delivered, Individual Picked Up at Post Office**

February 25, 2022 at 2:22 pm
MABLETON, GA 30126

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Tracking History

[^](#)

February 25, 2022, 2:22 pm

Delivered, Individual Picked Up at Post Office
MABLETON, GA 30126

Your item was picked up at the post office at 2:22 pm on February 25, 2022 in MABLETON, GA 30126.

Reminder to Schedule Redelivery of your item

February 7, 2022

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<https://tools.usps.com/go/TrackConfirmAction?tRef=fullpage&tLc=2&text28777=&tLabels=9171999991703763604248%2C>

1/3

Minutes of March 1, 2022 Mayor and Board of Aldermen

2/25/22, 2:50 PM

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February 7, 2022, 1:27 pm
Available for Redelivery or Pickup
MABLETON, GA 30126

February 7, 2022, 6:57 am
Available for Pickup
MABLETON, GA 30126

February 7, 2022, 6:48 am
Arrived at Post Office
MABLETON, GA 30126

February 6, 2022, 12:10 am
Departed USPS Regional Facility
ATLANTA GA DISTRIBUTION CENTER

February 4, 2022, 2:37 pm
Arrived at USPS Regional Facility
ATLANTA GA DISTRIBUTION CENTER

February 2, 2022, 6:52 pm
Arrived at USPS Regional Facility
GULFPORT MS DISTRIBUTION CENTER

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2/3

- The Clerk further reported that the Notice of Hearing was posted on the subject property, 106 Lang Ave., Long Beach, Mississippi, on February 3, 2022, by Zoning Enforcement Officer Dale Stogner; the bulletin boards at City Hall, the Water Department, and the Building Office, 201 Jeff Davis Avenue, Long Beach, Mississippi; and the Long Beach Public Library, 209 Jeff Davis Avenue, Long Beach, Mississippi.
- The Clerk submitted a photograph of 106 Lang Ave., Long Beach, Mississippi taken by Zoning Enforcement Officer Dale Stogner on March 1, 2022, depicting subject property in its present condition; said photograph is as follows:



Minutes of March 1, 2022
Mayor and Board of Aldermen

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

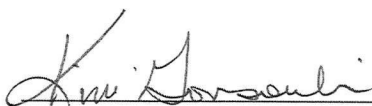
BEFORE ME, the under signed legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared DALE STOGNER, known to me to be the Zoning Enforcement Officer of the City of Long Beach, Mississippi, who being by me first duly sworn, deposes and says on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

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

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

3. That on February 3, 2022, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 106 Lang Ave. (Tax Map Parcel 0512H-01-011.001). Long Beach, Mississippi, assessed to Celestial International Holdings, LLC, and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on March 1, 2022, the Zoning Enforcement Officer, Dale Stogner, did take and cause to be processed photographs depicting said property in its then condition, to be submitted as exhibits at the public hearing scheduled for March 1, 2022.

This the 1st day of March, 2022.


KINI GONSOULIN, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 1st day of March, 2022.

-My Commission Expires-


NOTARY PUBLIC



AFFIDAVIT-PHOTOS;POST NOTICE

The Mayor opened the floor for comments from the property owner or their representative and no one came forward.

Minutes of March 1, 2022
Mayor and Board of Aldermen

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There being no further discussion, Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to close the public hearing and take official action as follows:

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

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

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

1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 106 Lang Avenue, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of February 1, 2022, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be March 1, 2022, and directed notice of said hearing be served on the owner of said property in the manner as provided by said MCA Section 21-19-11;

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

Minutes of March 1, 2022
Mayor and Board of Aldermen

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

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

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 106 Lang Avenue, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0512H-01-011.001, and according to said tax records is owned by Celestial International Holdings, LLC, is at present in such a state of uncleanliness as to be a menace to the public health and safety of the community and/or an attractive nuisance.
2. That the aforesaid owner is hereby ordered to clean said parcel of land within **ten (10) days** from the entry of this Resolution and Order, and that such cleaning shall include:

Removal of all discarded materials, dangerous items, and such other rubbish and/or debris as described in any notice or as appearing on said property contributing to the property constituting a nuisance and menace overall to the public health and safety, and abate or cause to be abated the conditions otherwise existing and constituting a menace to public safety and health as testified and/or described in general at the hearing, and as contained in the report letter from Zoning Enforcement Officer Dale Stogner dated December 16, 2021, and attached hereto.

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

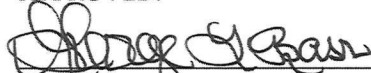
**Minutes of March 1, 2022
Mayor and Board of Aldermen**

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

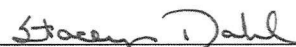
Alderman Patrick Bennett	voted	Aye
Alderman Pete McGoey	voted	Aye
Alderman Donald Frazer	voted	Aye
Alderman Mike Brown	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Angie Johnson	voted	Absent, not voting
Alderman Bernie Parker	voted	Absent, not voting

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this the 1st day of March, 2022.

APPROVED:


George L. Bass, Mayor

ATTEST:


Stacey Dahl, City Clerk

The fourth and final public hearing was called to order to determine whether or not a parcel of property situated in the City of Long Beach, located at 106 N Lang Ave. and assessed to Lloyd S. Bullard, Jr., Map Parcel #0512H-01-011.000, is in such a state of uncleanliness as to constitute a menace to the public health and safety of the community.

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

- The Clerk reported that, the Mayor and Board of Aldermen at a regular meeting duly held on February 1, 2022, she did cause to be sent, via certified mail, electronic receipt requested, Notice of Hearing, to Lloyd S. Bullard, Jr., 645 Amberwood Drive, Villa Rica, GA 30180, as the same appears of record on the Harrison County 2021 Official Real Property Tax Rolls. The Notice of Hearing was delivered February 7, 2022.

Minutes of March 1, 2022
Mayor and Board of Aldermen

City of Long Beach



MAILED

Date: 2/2/22

91 7199 9991 7037 6360 4231

February 2, 2022

Lloyd S. Bullard, Jr.
 645 Amberwood Drive
 Villarica, GA 30180

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of The City of Long Beach, Mississippi, will, in accordance with motion duly made, seconded and adopted at its regular meeting February 1, 2022, hold a public hearing at 5:00 p.m., Tuesday, March 1, 2022, at the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not a parcel of land owned by and/or assessed to Lloyd S. Bullard, Jr., and situated in the City of Long Beach, Mississippi, at 106N Lang Avenue, is in such a state of uncleanliness as to be a menace to the public health and safety of the community, all in accordance with Section 21-19-11 of the Mississippi Code of 1972, as amended. Said property is more particularly described, as follows:

Address: 106N Lang Avenue
 Parcel Number: 0512H-01-011.000
 Legal Description: LOT 14 BLK 10 HARBOR VIEW

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

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Mayor and Board of Aldermen

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

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

Done by order of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, this the 1st day of February, 2022.



Kini Gonsoulin
Deputy City Clerk

Minutes of March 1, 2022 Mayor and Board of Aldermen

2/25/22, 2:59 PM

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VILLA RICA, GA 30180

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February 7, 2022, 8:33 am

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VILLA RICA, GA 30180

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Minutes of March 1, 2022 Mayor and Board of Aldermen

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February 7, 2022, 8:22 am
Arrived at Post Office
VILLA RICA, GA 30180

February 6, 2022, 12:08 pm
Departed USPS Regional Facility
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February 4, 2022, 2:37 pm
Arrived at USPS Regional Facility
ATLANTA GA DISTRIBUTION CENTER

February 3, 2022
In Transit to Next Facility

February 2, 2022, 6:52 pm
Arrived at USPS Regional Facility
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2/2

- The Clerk further reported that the Notice of Hearing was posted on the subject property, 106 N Lang Ave., Long Beach, Mississippi, on February 3, 2022, by Zoning Enforcement Officer Dale Stogner; the bulletin boards at City Hall, the Water Department, and the Building Office, 201 Jeff Davis Avenue, Long Beach, Mississippi; and the Long Beach Public Library, 209 Jeff Davis Avenue, Long Beach, Mississippi.
- The Clerk submitted a photograph of 106 N Lang Ave., Long Beach, Mississippi taken by Zoning Enforcement Officer Dale Stogner on March 1, 2022, depicting subject property in its present condition; said photograph is as follows:

Minutes of March 1, 2022
Mayor and Board of Aldermen

106N LANGAVE BULLARD 3/01/2022



Minutes of March 1, 2022
Mayor and Board of Aldermen

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

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

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

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

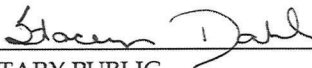
3. That on February 3, 2022, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 106 N Lang Ave. (Tax Map Parcel 0512H-01-011.00). Long Beach, Mississippi, assessed to Lloyd S. Bullard, Jr., and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on March 1, 2022, the Zoning Enforcement Officer, Dale Stogner, did take and cause to be processed photographs depicting said property in its then condition, to be submitted as exhibits at the public hearing scheduled for March 1, 2022.

This the 1st day of March, 2022.


KINI GONSOULIN, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 1st day of March, 2022.

-My Commission Expires-


NOTARY PUBLIC



AFFIDAVIT-PHOTOS;POST NOTICE

The Mayor opened the floor for comments and property owner Lloyd S. Bullard, Jr. came forward. Mr. Bullard explained that his brother had been squatting on the

**Minutes of March 1, 2022
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property, he had gone through the eviction process over a year ago, and his brother was still living on the property.

*

*

After continued discussion, Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to close the public hearing and take official action as follows:

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

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

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

1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 106 N Lang Avenue, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of February 1, 2022, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be March 1, 2022, and directed notice of said hearing be served on the owner of said property in the manner as provided by said MCA Section 21-19-11;

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

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

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

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 106 N Lang Avenue, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0512H-01-011.000, and according to said tax records is owned by Lloyd S. Bullard Jr., is at present in such a state of uncleanliness as to be a menace to the public health and safety of the community and/or an attractive nuisance.

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

Removal of all discarded materials, dangerous items, and such other rubbish and/or debris as described in any notice or as appearing on said property contributing to the property constituting a nuisance and menace overall to the public health and safety, and abate or cause to be abated the conditions otherwise existing and constituting a menace to public safety and health as testified and/or described in general at the hearing, and as contained in the report letter from Zoning Enforcement Officer Dale Stogner dated December 16, 2021, and attached hereto.

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

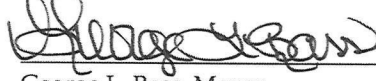
Minutes of March 1, 2022
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Alderman McGoey seconded the motion to adopt the foregoing resolution and order, and the question being put to a roll call vote by the Mayor, the result was as follows:

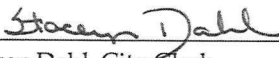
Alderman Patrick Bennett	voted	Aye
Alderman Pete McGoey	voted	Aye
Alderman Donald Frazer	voted	Aye
Alderman Mike Brown	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Angie Johnson	voted	Absent, not voting
Alderman Bernie Parker	voted	Absent, not voting

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this the 1st day of March, 2022.

APPROVED:


George L. Bass, Mayor

ATTEST:


Stacey Dahl, City Clerk

Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to move forward with the adjudication but delay cleaning the property until Deputy Chief Carver could talk to Constable Allen Weatherford regarding the status of the eviction.

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 March, 2022, 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, Patrick Bennett, Timothy McCaffrey, Jr., Mike Brown, Pete L. McGoey and Deputy City Clerk Kini Gonsoulin.

Absent the meeting were Aldermen Bernie Parker, Angie Johnson and City Attorney Stephen B. Simpson, Esq.

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

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to suspend the rules and add item #8 Emergency Bulk Mail Postage Request under X. New Business.

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

- February 1, 2022 Recessed until February 15, 2022
- February 15, 2022 Regular
- February 15, 2022 Executive Session
- February 21, 2022 Work Session

Alderman McGoey made motion seconded by Alderman Frazer and unanimously carried to approve the Regular Minutes of the Planning & Development Commission dated February 24, 2022, as submitted.

Alderman McGoey made motion seconded by Alderman McCaffrey and unanimously carried to approve payment of invoices listed in Docket of Claims number 030122.

Alderman Brown made motion seconded by Alderman Bennett and unanimously carried to appoint William Suthoff as the At-Large Planning & Development Commissioner. Mr. Suthoff will fill the un-expired term of Jeff Hansen, term ending July 2023.

It came on for discussion Softball Field Lease, whereupon Recreation Director Bob Paul provided the following rental proposal:

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\$600.00 a day for the complex plus a set fee for the concession stand

A \$500.00 refundable clean up fee if the complex is clean at the end of the event

The tournament organizer or the league will be responsible for the field upkeep during the weekend tournament

Any materials that have been purchased by the city or acquire from the county are not to be used for the weekend tournaments these products have been provided for the LBYGSBL

No alcohol Beverages on the City Property at any time

A Request for hosting a tournament should be in writing to the City of Long Beach Recreation Dept for approval and the use of City fields

A general contract will be filled out by the tournament organizer and the fees will be paid directly to the city of Long beach prior to hosting any tournaments

Any upgrades or changes that the league would like to make to the softball complex/fields/concession stand etc. should be submitted in writing to the Recreation department for approval

There will be no travel ball use of the fields during the Long beach youth recreation season unless it is rented for a weekend tournament, after the LBYSB season has concluded travel ball teams may book the fields through the recreational dept they must provide a copy of there insurance before practicing

Rental Agreement

Date _____

Organization name _____

Address _____

Phone # _____

Complex usage 1 day \$600.00 / 2days \$1200.00 / 3 Days \$1800,00

Concession Flat rate or Percentage ??

Clean up deposit \$500.00 (Refundable) at the completion of the tournament and the facility is cleaned up

Complex usage _____

Concession _____

Clean up deposit _____

Total _____

Renters Signature _____

Date _____

Mr. Paul apprised the Board that after discussions with the City Clerk, the Rental Agreement form would be incorporated into the Special Event Application that is currently being used.

Alderman Brown made motion seconded by Alderman McCaffrey to approve the aforementioned rental policy. After further discussion, Alderman Brown made

substitute motion seconded by Alderman McGoey and unanimously carried to approve the policy with the removal of the concession stand fee.

There came on for discussion Ordinance #598 Amendment, Sec 131 Short Term Rentals, whereupon Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to approve the following amendments to Ordinance #598 Section 131:

Section 131: Short Term Rentals-Residential

(a) Definition

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section:

- (1) Short Term Rental: Short Term Rental means any dwelling or condominium or portion thereof that is available for use or is used for accommodations or lodging of guests, paying a fee or the compensation for a period of less than thirty (30) consecutive days. For the purpose of House Bill No. 1836 (1998) regarding a tax levy on lodging rentals, short-term rental "means any establishment engaged in the business of furnishing or providing rooms intended or designed for dwelling, lodging or sleeping purposes to transient guests and which are known in the trade as such". The term "Short-Term Rental does not include any hospital, convalescent or nursing home, shell houses, group homes, or sanitarium or any facility associated with a hospital providing rooms for medical patients and their families. The term "Short Term rental" shall also not include mobile homes, manufactured homes, group homes, travel trailers, tents, recreational vehicles, campers or other similar vehicles or structures nor does the term include a bed and breakfast permitted by City ordinances .
- (2) Local Property Manager: The person specifically named on the application and permits who is responsible for the day-to-day operation of the short term rental unit, and who may be contacted and available twenty-four (24) hours a day if there is a problem with the unit. The local property manager may be the owner or agent of the owner. The local property manager and owner shall be responsible for the management and upkeep of the rental unit in compliance with the provisions set forth herein. The name, address and telephone number of the owner and the local property manager shall be submitted at the time that the application is filed and said information shall be made available to the public. The owner shall be responsible for providing written notice of any change with respect to the name, address and telephone number of the local property manager to the City within five (5) days of any such change.

(b) Permit Required

It Is Unlawful To Conduct Or Operate A Short-Term Rental Without Having Obtained A Permit. Therefore:

- (1) A short-term rental permit and occupancy tax registration is required for each short-term rental unit.
- (2) The Planning Commission must review all permit requirements and grant Planning Commission Approval prior to a permit being issued. This part did require a public hearing and notification but not now.
- (3) The permit process requires an application completed in accordance with the following, which may be obtained at the City Building Department.
 - (A) Application shall contain such information as the Building Official shall from time to time require, including, but not limited to , the location/address of the short term rental, number of rooms therein contained, the number of persons the short term rental proposes to accommodate , the name of the property owner, the name of the local property manager, sales tax collection, and the name, address and telephone number of the local contact person who is available for contact, copy of the rental agreement, proposed parking plan (reviewed and determined upon signing and inspection by Building Official rules, and a plan for trash management, and a copy of the proposed rental agreement.
 - (B) It shall be the duty of the applicant to notify the City Building Department of any

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Homeowners Association, which may have jurisdiction over the applicant's property. It shall be the further duty of the applicant to notify the affected Homeowner's Association of the application process and to provide the City Building Department with a written statement of support from the Homeowner's Association which approves the request of the applicant for use of the owner's property as a short term rental. Failure to notify the City Building Department of the existence of a Homeowner's Association shall result in the suspension or revocation of the permit.

- (C) It shall be the duty of the applicant to produce proof to the City Building Department of homeowner's liability insurance coverage, which does not exclude short-term rentals from coverage. Further, the applicant shall provide proof that the insurer has been notified of the insured's intent to use the property as a short-term rental.
 - (D) It shall be the duty of the applicant to produce proof of any mortgage or deed of trust, which may encumber the property and submit proof that the mortgage or deed of trust does not prohibit the use of the property as a short-term rental. ~~Removed~~
 - (E) The application shall include a statement from the applicant affirming that the applicant is in compliance with all applicable zoning requirements, building codes, deed restrictions and/or covenants, and has paid all applicable taxes, fees and other charges.
 - (F) The applicant shall execute a written statement acknowledging that a violation of the ordinances of the City of Long Beach shall result in the suspension or revocation of the permit.
- ~~Removed G - K and replaced with the following~~
- (G) A non-refundable application fee of two hundred fifty dollars (\$250.00), plus mailing costs or the most recent fee established by the Board of Alderman shall be paid by the applicant at the time of filing the application. Said application fee is to offset the costs associated with the processing of the application. ~~The fee was \$200.~~
 - (H) Upon the filing of an application in accordance with Subsections b (3), the Planning Commission shall consider the application for approval. ~~Changed to Subsection (b)~~
 - (1) Copy of the application shall be available at City Hall;
 - (I) The Planning Commission shall approve or disapprove the application and send its decision, along with the reason for its decision, to the Board of Aldermen.
 - (J) Any party aggrieved by the decision of Planning Commission may appeal the decision to the Board of Aldermen within ten (10) days from the time of the decision. Any aggrieved party shall file a written notice of appeal with the City Clerk. The City shall hold a hearing to hear the appeal as set forth in the code.
 - (K) In the event no appeal is filed, the decision of the Planning Commission shall be final and the permit shall be issued or denied based upon such after approval by the Mayor and Board of Aldermen. If an appeal is filed, the Board of Aldermen shall consider the appeal and render its decision with respect to the issuance or denial of the permit, setting forth its reasons for such.
- (4) The short-term rental unit is in accordance with all applicable fire and health codes as would apply if the unit was located within a commercial zone and designated as a commercial venture therein.
 - (5) Each short-term rental permit shall expire one (1) year from the date of issuance of the permit. If permit is not renewed by the expiration date on the permit, said permit shall be declared terminated. A grace period of 30 days from the termination date shall be allowed with a penalty of \$250.00. Any failure to renew the permit prior to the expiration date of the grace period shall require the applicant to apply for a new permit in accordance with this Section. ~~Added a grace period and penalty for failing to renew.~~
 - (6) Upon approval of a short-term rental permit, the annual permit fee shall be five hundred (\$500) dollars or an amount designated by the Board of Aldermen, payable through the City Building Department. ~~Changed annual fee to \$500 instead of one nights rent.~~ Permit renewal process will include staff review of City records and other documentation

pertaining to complaints, if any, that have been received about the specific short-term rental unit under consideration. Filed complaints that are in violation of the zoning codes, building codes, property maintenance, codes and/or applicable laws or regulations will be considered as part of the renewal process. Applicable local, State and Federal laws or regulations may be a basis for denying a permit renewal. If permit renewal is denied, the City Building Department shall provide notice as to the reason for denial and the landowner shall be allowed ten (10) days to correct any deficiencies itemized. At the expiration of ten (10) days, a landowner may appeal the denial of permit renewal to the Board of Aldermen. The appeal must be in writing and must be filed within ten (10) days following the expiration of the ten (10) day period within which to file correct deficiencies.

- (7) Approval of short-term permit does not legalize any non-permitted use or structure. Short-term rental units are not to be used to distribute retail products or personal services to invitees for marketing or similar purposes. The outdoor display of goods and merchandise for sale is prohibited.
 - (8) Short-term rental permits are not transferable. Upon sale or any type of transfer of the property, any permit issued pursuant to the terms set forth herein, shall automatically expire. Any new owner(s) or transferee(s) shall be required to apply for a new permit in accordance with this article, except no hearing is required, only planning commission approval. The new permit shall be for a period of one year from date approved.
 - (9) Any structure or unit that is deed restricted for affordable housing shall not be used as a short-term rental.
- (c) Occupancy
The maximum occupancy of each short-term rental shall be as determined by the Building Official and/or Fire Marshall based on the inspection of the premises and applicable laws, regulations and codes. Each permit shall specify the maximum number of occupants, which may be limited due to building or parking constraints.
- (d) Number of Vehicles
The maximum number of vehicles will be determined upon site inspection by the Building Department and should be compatible with the zoning. This number will be based on off street parking availability and on-street conditions. It will be preferred that the applicant/owner provide off-street parking. In certain circumstances where no off-street parking exists and on-street constraints exist, the Building Official may require that an off- street parking space to be constructed or secured.
- (e) Registry of Guests
Each person granted a short-term rental permit shall keep or cause to be kept a registry of guests. Such registration or list shall be available for inspection upon ten (10) days written notice by the Building Official or his designee.
- (f) Noise
Property owners and local property managers shall insure that the occupants of the short-term rental are aware of City noise ordinances and State laws regarding disturbing the peace.
- (g) Premises and Garbage Management
It shall be the duty of every local property manager and/or owner to keep all of the rooms in connection with the short term rental provided for the use of guests, in clean and sanitary condition; and to provide each guest with affective protection against flies mosquitoes and other vermin. Garbage shall be disposed of in covered containers and placed in the scheduled pick-up location.
- (h) Posting of Rules
Short-term rental unit rules shall be posted inside the rental unit in a location readily visible to all tenants. The rules shall include: occupancy; parking limits; noise, rules and garbage management. A written copy of this Ordinance shall be posted within the unit and displayed at all times.
- (i) Local Contact Person

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All short-term rentals shall designate a local property manager who will respond to the questions or concerns of the City twenty-four (24) hours a day. The name, address and telephone number of the local contact person shall be submitted to the Planning Department, Building Department and City Police Department during the permitting process. The name, address and telephone number of the local contact person shall be posted permanently inside the short-term rental unit. The local contact person, property manager and/or property owner shall be considered the responsible person for violations of the Short Term Rental Ordinance.

(j) Complaints and Dispute Resolutions

Complaints regarding violation of this Ordinance must first be directed to the local contact person. If the local contact person is unable to resolve the issue and/or the issue relates to public safety, then the concerned party should contact the Building Department. The Long Beach Police Department shall have an updated list provided by the Building Department of all local contact persons for short-term rentals in case complaints are received after hours. Verified complaints concerning non-compliance with the terms of this Ordinance may be considered in determining whether or not a permit should be revoked.

(k) Denial or Revocation of a License

Conditions for denial of permit or revocation of permit to operate a Short Term Rental unit shall include but in no way limited to the following:

- (1) Property within a subdivision with an active homeowner's association with adopted covenants that do not allow short-term rentals will not be considered for a permit. A letter of acknowledgment and support will be required from the Homeowner's Association in order to continue in the pursuit of a permit. Failure of the applicant to notify the City that his/her property is a part of a Homeowner's Association shall result in denial of a permit or revocation of a permit.
- (2) The applicant failed to conform to the conditions set forth herein for the current or previous year.
- (3) Guests and/or users of the property were issued noise ordinance and/or disturbing the peace citations during the previous or current year.
- (4) Any other reasonable or rational factors or combination of factors, including, but not limited to inadequate lot size, inadequate street parking, lack of response from local property manager or contact person, filed complaints of violation of the zoning code, building code, property maintenance code and/or applicable laws or regulations (may be a basis for denying permit).
- (5) The Building Official is authorized to revoke permits. A permitted owner shall be provided with written notice of the reason(s) the permit is subject to revocation. The applicant shall be allowed ten (10) days from the date written notice is issued to correct defective conditions. If the condition is not corrected within ten (10) days to the satisfaction of the Building Official, permit shall be revoked by issuing such order. Upon receipt of such order by the owner or local property manager, the unit shall cease operation as a short-term rental. The owner may appeal the order revoking the permit. The owner's appeal must be in writing and filed with the Building Department within ten (10) days of entry of the order. The revocation shall remain in full force and effect during the pendency of the appeal. The appeal should be presented to the Mayor and Board of Aldermen at the next scheduled meeting following the filing of the appeal. The owner should be afforded notice and the opportunity to be heard.

(l) Violations

Any persons or users who allow such use of a residential property in violation of this Ordinance shall be guilty of a misdemeanor.

For purposes of prosecution of violations of this chapter, each day that any violation occurs (*rental without a permit*) is deemed to constitute a separate violation.

(m) Constitutionality

Should any portion, provision or section of this Ordinance be held void, unconstitutional or invalid, the remaining portion of the ordinance shall remain in full force and effect?

(n) Conflicts

It is hereby provided that the provisions of these regulations shall not be construed as being in conflict with the provisions of any of the regulations of Long Beach, Mississippi. In any case where the provisions in these regulations and the provisions of other regulations both apply, the provisions of this Ordinance shall govern for the purpose of short-term rentals of residential dwellings or condominiums.

(o) Review

The City shall review the Ordinance annually to evaluate the benefits recognized by the use of Short Term Rentals, as well as, any adverse impact the use of Short Term Rentals may have.

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Alderman McCaffrey made motion seconded by Alderman McGoey and unanimously carried to approve the following Special Event Application for Ribbon Walk/Run submitted by Pink Heart Funds and waive any applicable fees:

Pink Heart Funds

5095 Beatline Rd.
Long Beach, MS 39560
228-575-9299
pinkheartfunds@gmail.com

February 10, 2022

Mayor Bass & Long Beach Aldermen
201 Jeff Davis Avenue
Long Beach, MS 39560

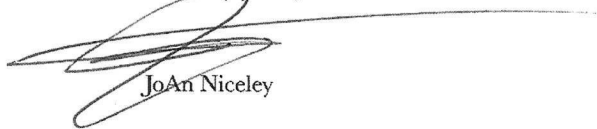
Dear Mayor Bass and Long Beach Aldermen,

Pink Heart Funds will be hosting it's annual charity fundraiser on Saturday, April 30, 2022. It begins at 7am and ends at noon. We need this fundraiser to continue to provide free wigs and breast prosthetics to local children and women with cancer.

I am requesting permission to have deposit, rental, security and any other fees waived for Pink Heart Funds upcoming fundraiser at Town Green. We are a 501 (c)3. We do not get paid at Pink Heart Funds, we are volunteers.

I thank you for all you do for the city of Long Beach and for Pink Heart Funds.

Sincerely yours,



JoAn Niceley

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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: 2/9/22 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: Pink Heart Funds
Organization Address: 5095 Beatline Rd, LB, 39560
Organization Agent: JoAn Niceley Title: Founder/CEO
Phone: 228-860-1978 Home 6 Cell 228-860-1978 During Event
Agent's Address: 7544 Red Creek Rd, LB 39560
Agent's E-Mail Address: Pinkheartfunds@gmail.com
Event Name: Ribbon Walk/Run

Please give a brief description of the proposed special event:

Walkers & Runners will have a 5K (3 mile)
Free giveaways. Water Stations.

Event Day (s) & Date (s): 4/30/22 Event Time (s): 8-Noon

Set-Up Date & Time: 4/30/22 5:30am Tear-Down Date & Time: Noon

Event Location: Town Green

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

How many years has this event occurred? 14

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.

Sepp Davis Ave.

STREET CLOSURES: Start Date/Time: 7:50 am Through Date/Time: 8:15

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:

6

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 *DJ only*

If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule. *Unknown at this time*

ATTENDANCE: What is expected (estimated) attendance for this event? 300-400

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.

Can Restrooms open @ 6am?

ADOPTED: 08.18.20-BOARD ACTION

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

Jeff Davis No 750-8115

PA System Podium
Rest Rooms opened at 6:00 AM

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.

Date 2/7/22 Signature of Sponsoring Organization's Agent

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

ADOPTED: 08.18.20-BOARD ACTION

Minutes of March 1, 2022
Mayor and Board of Aldermen

Event Title: Pink Heart walk/Run 4/30/22 7:00-noon

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: JM Recommended Approval: (YES) NO Est. Economic Impact: \$ 0

Fire Dept: WJ Recommended Approval: (YES) NO Est. Economic Impact: \$ 0

Public Works: JL Recommended Approval: (YES) NO Est. Economic Impact: \$ 0

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

Parks/Rec: RP 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

Minutes of March 1, 2022
Mayor and Board of Aldermen

April 30, 2022
Saturday
Pink Heart Walk/Run
7:00 am - 12:00
Town Green

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

Group / Individual Name (Permit tee):
Pink Heart Funds / JoAnn Niceley
Telephone Number: 228-575-8299 #228-860-1978
Street Address: 5095 Beatline Rd
City Long Beach State MS Zip 39560
Type of Event: Walk/Run
Start Time: 7am we arrive at 5:30am for set up
Closing Time: Noon

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on
April 30, 2022
(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 [Signature] Date: 2/17/22

Rental Fee \$ _____ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of March 1, 2022
Mayor and Board of Aldermen

STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I JoAn Wiceley @ PHE, 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.

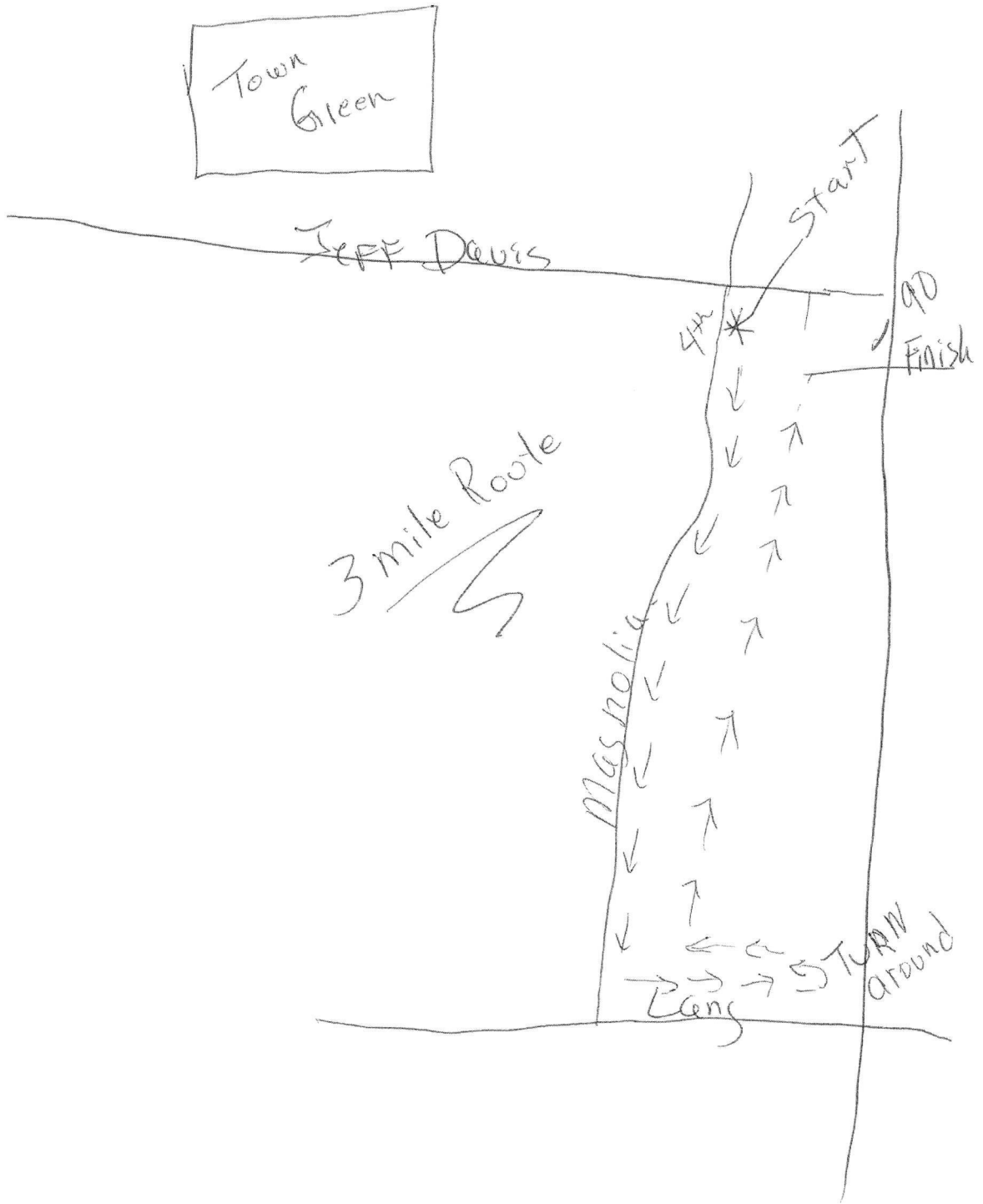
Furthermore, as part of the consideration for using the abovementioned property, the undersigned agree to assume full responsibility and liability for any and all risk of loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group 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 7th day of February, 2022.

Authorized Signature _____

Witness _____

Minutes of March 1, 2022
Mayor and Board of Aldermen



Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the following Equipment Agreement for purchase of a credit card terminal for the Building Office, and authorize the Mayor to execute same:

DocuSign Envelope ID: 81F1D357-679E-4034-8361-F83D5C171F5B
FOR OFFICE USE ONLY
 Merchant #: 936164530888 Sales Rep Name: Jenna Stottlemeyer 301-766-3416 Sales Rep ID#: KSRU

EQUIPMENT AGREEMENT

MERCHANT INFORMATION

DBA Name: CITY OF LONG BEACH-WATER
 Address: P O BOX 929 City: LONG BEACH State: MS Zip: 39560
 Contact Name: Kini Gonsoulin Contact Phone #: (228) 863-1556

SERVICE FEE & DEPOSIT TERMS

DESCRIPTION (MANUFACTURER, MODEL)	QUANTITY	# OF PAYMENTS	PURCHASE/MONTHLY PAYMENT	DEPOSIT PER PIECE
FD150	1	1	\$ 1091.35	\$
			\$	\$
			\$	\$
			TOTAL \$ 1091.35	TOTAL \$

PAYMENT TYPE

ACH (Funds to be automatically debited from your designated Direct Deposit/Settlement Account)
 One payment of \$ 1091.35 (plus tax) _____ monthly rental payments of \$ _____ (plus tax)

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

By signing below you:

Acknowledge that you have executed this Agreement/Addendum using an electronic signature process and that signature reflects your agreement to be bound to the General Terms and Conditions set forth in this Agreement/Addendum.

Client's Business Principal:

Signature (Please sign here):
 X  GEORGE L. BASS Mayor 3-2-22
 Name (please print or type) Title Date

PROCESSOR:
 Signature:
 X _____
 Name (please print or type) Title Date

Bank Name: HANCOCK/WHITNEY

This Equipment Agreement ("Agreement") is being entered into by and between PROCESSOR and the CLIENT identified on the signature page of this Agreement. This Equipment Agreement will remain in effect until all of your obligations and all of our obligations under this Equipment Agreement have been satisfied. We will deliver the Equipment to the site designated by you. You shall be deemed to have accepted each piece of Equipment at the earlier of: (a) your actual acceptance after installation, (b) delivery to you if your site is not prepared and ready for installation or (c) for Equipment that we have not agreed to install for you, seven (7) days after shipment of each such piece of Equipment. The rental period with respect to each piece of Rental Equipment shall commence on the date such Equipment is deemed accepted and shall terminate at the scheduled termination date (but not upon any early termination) of your Merchant Agreement and/or any other agreement then in effect with us for card services. The provisions of this Agreement shall survive the termination or expiration of the Merchant Agreement and continue until all equipment rented from us is returned or paid for.

YOU ACKNOWLEDGE THAT THE EQUIPMENT AND/OR SOFTWARE YOU PURCHASE OR RENT FROM US MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS. WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH SOFTWARE AND/OR EQUIPMENT COMPATIBLE WITH ANY OTHER PROCESSING SYSTEMS IN THE EVENT THAT YOU ELECT TO USE ANOTHER PROCESSING SERVICE PROVIDER UPON THE TERMINATION OF THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT AND/OR SOFTWARE RENTED OR PURCHASED UNDER THIS AGREEMENT.

1. Purchased Equipment; Supplies. We will sell to you, and you will buy from us the Equipment identified in the Merchant Agreement as being purchased by you (the "Purchased Equipment"), free and clear of all liens and encumbrances (subject to Section 7), except that any "Software" (as defined in Section 8) will not be sold to you outright but instead will be provided to you pursuant to, and subject to the conditions of Section 8 of this Agreement. You shall pay the purchase price specified for the Purchased Equipment and the related software license(s), including all applicable tax, prior to the effective date of the Equipment Agreement or at our option, such amounts will be collected by us by debits or deductions pursuant to Section 5. We will provide you supplies as requested by you from time to time. You shall pay the purchase price for such supplies, plus shipping and handling charges, including all applicable tax, prior to delivery of the supplies or upon invoice, as specified by us, or at our option, such amounts will be collected by us by debits or deductions pursuant to Section 5. Maintenance and repair of customer-owned equipment is your responsibility. Should your terminal become inoperable we can provide you with equipment at a monthly rental fee. There will also be a nominal shipping and handling fee. For such rental equipment contact the POS Help Desk.

2. Rental Equipment. We agree to rent to you and you agree to accept and rent from us the Equipment identified in the Merchant Agreement as being rented to you (the "Rental Equipment"), according to the terms and conditions of this Agreement. In addition, any rental equipment ordered by you during the term of this agreement shall also be governed by the terms of this Equipment Agreement.

3. Effective Date and Term of Agreement. This Equipment Agreement shall become effective on the first date you receive any piece of Equipment covered. This Equipment Agreement will remain in effect until all of your obligations and all of our obligations under this Equipment Agreement have been satisfied. We will deliver the Equipment to the site designated by you. You shall be deemed to have accepted each piece of Equipment at the earlier of: (a) your actual acceptance after installation, (b) delivery to you if your site is not prepared and ready for installation or (c) for Equipment that we have not agreed to install for you, seven (7) days after shipment of each such piece of Equipment. The rental period with respect to each piece of Rental Equipment shall commence on the date such Equipment is deemed accepted and shall terminate at the scheduled termination date (but not upon any early termination) of your Merchant Agreement and/or any other agreement then in effect with us for card services. The provisions of this Agreement shall survive the termination or expiration of the Merchant Agreement and continue until all equipment rented from us is returned or paid for.

4. Site Preparation, Installation & Maintenance. You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

- Upon request, you must allow us (or our agents) reasonable access to the premises where authorization terminals or other communications equipment (e.g., printers) are or will be located.
- Any alterations required for installation of authorization terminal(s) or other communications equipment will be done at your expense.
- Only we or our agents can alter or modify authorization terminal(s) or other communications equipment owned by us.
- If a terminal or printer appears to be defective, you must immediately call the POS Help Desk.
- You are responsible for safeguarding authorization terminals or other equipment from loss, damage, unauthorized use, misuse or theft. We should be notified immediately regarding any damage to or loss of communications equipment.
- If necessary, we will assist you in obtaining replacement equipment. If you fail to return any defective equipment, you may be responsible for its replacement value and for any legal and/or collection costs incurred by the equipment owner in connection with recovering equipment.
- You are responsible for keeping all communications equipment free of any claims, liens and legal processes initiated by creditors.
- Equipment may not be subleased at any time. The cost of comparable new equipment, as well as any associated legal and/or collection costs incurred by us or the owner of the equipment will be assessed to you for each piece of equipment not returned upon termination of the Agreement by either party, or upon request for the return of the equipment for any reason.
- You may not relocate, remove, disconnect, modify or in any way alter any equipment used in connection with the services we are providing to you without first obtaining our permission.

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Minutes of March 1, 2022
Mayor and Board of Aldermen

DocuSign Envelope ID: 81F1D357-679E-4034-8361-F83D5C171F5B

• You must provide us with thirty (30) days prior written notice to request the relocation of any equipment.

• Should you require additional equipment, you must contact Relationship Management or Customer Service (there may be additional costs or fees charged to you in connection with any new equipment ordered, including download fees).

5. Payment of Amounts Due.

(a) The monthly rental charge specified in the Merchant Agreement shall be due and payable on the first day of each month of the rental period for each piece of Rental Equipment, except that the first payment of the monthly rental charge for each piece of Rental Equipment shall be due and payable upon acceptance of such Equipment by you at the location designated in the Merchant Agreement or, upon delivery if the site is not prepared for installation (as provided in Section 3). The monthly rental charge for fractions of a calendar month shall be prorated based on a thirty (30) day month.

(b) You hereby authorize us to collect all amounts due from you under this Equipment Agreement by initiating debit entries for such amounts to your account designated pursuant to the Merchant Agreement to be debited and credited for amounts due from and to you under the Merchant Agreement (the "Settlement Account") or by deducting such amounts from TeleCheck or Services due to you. All authorizations and other provisions in your Merchant Agreement regarding the debiting and crediting of your Settlement Account apply with equal force with respect to amounts due to or from you under this Equipment Agreement. This authority will remain in full force and effect until we have given written notice to your bank where your Settlement Account is maintained that all monies due from you under this Agreement have been paid in full.

(c) In addition to the purchase price or monthly rental charge due hereunder, you shall pay, or reimburse us for, amounts equal to any taxes, levies, duties or assessments, however designated, levied or based on such charges, or on this Equipment Agreement or the Equipment and related supplies or any services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise taxes, exclusive, however, of taxes based on our net income.

(d) As indicated in the Merchant Agreement, separate charges will apply for supplies; they are not included in monthly rental charges.

6. Use and Return of Equipment; Insurance.

(a) You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer and in connection with the services provided under your Merchant Agreement. You shall not use the Equipment, or permit the Equipment to be used, in any manner or for any purpose for which the Equipment is not designed or reasonably suited.

(b) You shall not permit any physical alteration or modification of the Equipment without our prior written consent.

(c) You shall not change the installation site of the Equipment without our prior written consent, which consent we will not unreasonably withhold.

(d) You shall not assign your rights or obligations under this Equipment Agreement, or pledge, lend, create a security interest in, directly or indirectly create, incur, assume or allow to exist any other consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment to any other person, firm or organization without our prior written consent. Any such assignment, delegation, sublease, pledge, security interest or lien in the absence of such consent shall be void.

(e) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all legally required permits for the Equipment.

(f) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.

(g) Promptly upon termination of all applicable rental periods or promptly following any action by us pursuant to Section 11(b), you shall deliver possession of the Rental Equipment (including all attachments and parts) to us at your cost in the same operating order, repair, condition and appearance that the Rental Equipment had at the time of its delivery to you, reasonable wear and tear excepted.

(h) For each item of Rental Equipment that you fail to return to us at your cost in the same operating order, repair, condition and appearance that it had at the time of delivery to you, reasonable wear and tear excepted, by the 10th business day after (i) termination of the applicable rental period or (ii) any action by us pursuant to Section 11(b), you agree to pay us the greater of \$250.00 or the fair market value of such item of Equipment if it were in the condition described above, as determined by us. We may collect such amounts in the manner provided in Section 5 and to the extent we are unable to do so, you agree to pay us the amounts owed promptly.

(i) Except for Purchased Equipment that has been paid for in full, the Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment indicating our ownership.

(j) You shall keep the Equipment adequately insured against loss by fire, theft and all other hazards (comprehensive coverage). The loss, destruction, theft of or damage to the Equipment shall not relieve you from your obligation to pay the full purchase price or rent payable hereunder.

(k) Except for Purchased Equipment that has been paid in full, the Equipment shall be kept at your address indicated in the Merchant Agreement and shall not be removed therefrom without our prior written consent (except where normal use of the Equipment requires temporary removal).

- (l) In order to return equipment, you should:
- Call Customer Service for the address of the location to send the equipment.
 - The following information must be included within the shipping box:
 1. Company name, complete address and phone number.
 2. Name of person to contact if there are any questions.
 3. Your Merchant Account Number.
 4. Serial number of the terminal (found on the underside of the terminal).
 - Please maintain proof of delivery documents for your records, and the serial number from the bottom of the terminal.
 - Rental fees may be continued until equipment is returned.

7. Security Interest; Financing Statements. You hereby grant to us a security interest in (a) all Purchased Equipment and the related Software to secure payment of the purchase price, and (b) all Rental Equipment and the related Software to secure payment of the monthly payments therefor and authorize us to file financing statements with respect to the Equipment and the Software in accordance with the Uniform Commercial Code, signed only by us or signed by us as your attorney-in-fact.

8. Software License. Anything in this Equipment Agreement to the contrary notwithstanding, we retain all ownership and copyright interest in and to all software, computer programs, related documentation, technology, know-how and processes embodied in or provided in connection with the Equipment (collectively "Software"), and you shall have only a nonexclusive license to use the Software in your operation of the Equipment. You shall not reverse engineer, disassemble or decompile the Software. You shall not give any third party access to the Software without our prior written consent. Your obligations under this Section 8 shall survive the termination of this Equipment Agreement.

9. Limitation on Liability. Our liability arising out of or in any way connected with the Equipment shall not exceed the purchase price or prior twelve months rent, as applicable, paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Equipment Agreement will be your sole and exclusive remedies.

10. Indemnification. You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses resulting from (a) the purchase, delivery, installation, acceptance, rejection, ownership, leasing, possession, use, operation, condition, liens against, or return of the Equipment, or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

11. Default; Remedies.

(a) If any debit of your Settlement Account initiated by us for rent and/or other charges due hereunder is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision in this Equipment Agreement, or if any other default occurs under the Merchant Agreement, any such event shall be a default hereunder.

(b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either: (i) terminate the period of rental and our future obligations under this Equipment Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, in which case this Equipment Agreement shall terminate as soon as your obligations to us are satisfied, or (ii) accelerate and declare immediately due and payable all monthly rental charges for the remainder of the applicable rental period and proceed in any lawful manner to obtain satisfaction of the same.

12. Assignment. Subject to the following provisions, this Equipment Agreement shall be binding upon successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns. You may not assign or transfer this Equipment Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Equipment Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Equipment Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of a party's assets or business, shall have any right to continue or to assume or to assign this Equipment Agreement.

13. Governing Law; Miscellaneous. This Equipment Agreement is being entered into in connection with the Merchant Agreement and shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles), except that Section 14 shall be governed by the Federal Arbitration Act. If any part of this Equipment Agreement is not enforceable, the remaining provisions will remain valid and enforceable. In performing their obligations under this Equipment Agreement, each party agrees to comply with all laws and regulations applicable to it.

14. Dispute Resolution and Arbitration. If the parties disagree as to any matter governed by this Equipment Agreement, the parties shall promptly consult with one another in an effort to resolve the disagreement. If such effort is unsuccessful, any controversy or claim arising out of or relating to this Equipment Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall have the right to render equitable, as well as other, awards and relief. The parties agree that the underlying agreement between the parties involves interstate commerce, and that, notwithstanding any choice of law provision in Section 13 of this Equipment Agreement, any arbitration hereunder shall be governed by the Federal Arbitration Act.

15. Notices. All notices must be in writing, and shall be given (a) if sent by mail, when received, and (b) if sent by courier, when delivered: if to you at the address appearing in your Merchant Agreement, and if to us at 3975 N.W. 120th Avenue, Coral Springs, FL 33065 to the attention of Marketing.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties.

RSADSEqAgr1711(a)

**Minutes of March 1, 2022
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to approve the following Supply Maintenance Plan Agreement with RJ Young for printers in the City Clerk's Office and Water Department, and authorize the Mayor to execute same:

RJ Young Company - Nashville		(615)255-8551	Page 1 of 2			
P.O. Box 40623 Nashville, TN 37204		(800)347-1955	Order # H8DC00			
Supply Maintenance Plan Agreement		Customer Purchase Order	Sales Rep #			
<i>Billing Location</i>		<i>Install Location</i>				
Full Customer Name -- Include Inc., Corp., LLC etc. City Of Long Beach		Customer Name City Of Long Beach				
Street Address PO Box 929		Street Address 201 Jefferson Davis Ave				
City Long Beach	State MS	Zip+4 39560	City Long Beach			
State MS	Zip+4 39560	City Long Beach	State MS			
Zip+4 39560	City Long Beach	State MS	Zip+4 39560			
Contact Name Kini Gonsoulin	Phone # 2288631556	Fax #	Metar Contact Kini Gonsoulin			
Email kini@cityoflongbeachms.com	Phone # 2288631556	Fax #	Email kini@cityoflongbeachms.com			
Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Lexmark	AAA33046	M5270 (existing)	4064821010N6L		
1	HP	953BN	P3015 (Micr) (existing)	VNB3Y51813		
Trade-In/Buyout (Items to be picked up)						Total This Page
						Total From Add'l Equipment List
						Sales Tax
						Total
						Tax Exempt <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Attach Exemption Certificate
1) The equipment specified above will be provided at the following rates:						
Commencement Date 3/6/2022	SMP/Maintenance SMP	Total Minimum Payment \$256.40	Minimum Billing Frequency Monthly	Overage Billing Frequency Semi Annual		
Monthly Minimum Number of B&W Copies 16000	Overage Rate per B&W Copy 0.013700	Monthly Minimum Number of Color Copies	Overage Rate per Color Copy	Agreement Includes <input type="checkbox"/> Yes <input type="checkbox"/> No Master Unit <input type="checkbox"/> Yes <input type="checkbox"/> No Color Supplies <input type="checkbox"/> Yes <input type="checkbox"/> No Drum/Photo Conductor <input type="checkbox"/> Yes <input type="checkbox"/> No Imaging Units <input type="checkbox"/> Yes <input type="checkbox"/> No Parts/Labor <input type="checkbox"/> Yes <input type="checkbox"/> No Toner/Dispersant <input type="checkbox"/> Yes <input type="checkbox"/> No Developer <input type="checkbox"/> Yes <input type="checkbox"/> No Other		
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot	Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot	<input type="checkbox"/> New Account <input type="checkbox"/> New Equipment <input type="checkbox"/> Upgrade <input type="checkbox"/> Remanufactured Equipment <input type="checkbox"/> Additional Unit <input type="checkbox"/> Used <input type="checkbox"/> MAM <input type="checkbox"/> Used		
Monthly Minimum Number of B&W Prints	Overage Rate per B&W Print	Monthly Minimum Number of Color Prints	Overage Rate per Color Print	<input type="checkbox"/> Yes <input type="checkbox"/> No MICR Toner		
Monthly Minimum Number of Misc	Overage Rate per Misc	Monthly Minimum Number of Misc 2	Overage Rate per Misc 2			
Remarks: Order replaces GYY900. SMP agreement for devices listed above. MICR toner for HP 3015n. Original toner for Lexmark. The supplies for this agreement will be fulfilled with genuine OEM consumables. Exceptions permitted if the OEM does not offer or provide original supplies or long life consumables for any product listed on agreement. In the event of product allocation or long term inventory constraints, exceptions also permitted and the OEM authorizes the use of non-OEM original supplies or long life consumables until the OEM is available						
Signature: <i>George L. Bass</i> Print Name: <u>George L. Bass</u> Title: <u>Mayor</u>		Date: <u>3/1/22</u>		Sales Rep: <i>[Signature]</i> Date: _____		Sales Manager: _____ Date: _____



Minutes of March 1, 2022

Mayor and Board of Aldermen

Order # H8DC00 Page 2 of 2

- INT*
2. The title to any and all products listed on the Sales Order remain with RJ Young Company (RJY) until full payment is received from you. Invoices are payable upon receipt unless prior written approval is received from the RJY corporate offices.
 3. Without prior written approval of RJY you may not assign any of your rights or obligations under this Agreement or allow a lien or encumbrance of any kind to be placed upon any products for which you have not received title free and clear.
 4. If payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.
 5. If payment is not paid when due, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under the law: (a) cancel this agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts, plus all our reasonable legal costs, including but not limited to reasonable attorneys' fees, reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages; (c) repossess the Equipment or apply to a court for an order allowing repossession for any Equipment for which you have not received title free and clear.
 6. This Agreement, and other terms and conditions that you have acknowledged receipt of by signing this Sales Order, constitute the entire Agreement.
 7. As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

SMP AND/OR MAINTENANCE AGREEMENT

The following terms and conditions are in addition to the General Terms and Conditions above.

8. Service includes both labor and material for adjustments, repairs and replacement of parts as necessitated by normal equipment usage. Also included are regularly scheduled preventive maintenance and emergency service subject to provisions. The charge is based on the original geographic installation location of the machine and RJY must be notified whenever the geographical location of the equipment is changed. If the equipment has been moved to a new RJY service zone, a new agreement must be reached. For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. This agreement does not cover overhauls on the machine.
9. Service calls will be made during normal business hours at the specified installation address. (Business hours are 8:00 a.m. to 5:00 p.m., Monday to Friday). Travel and labor time on calls made other than during normal business hours will be charged to Customer at established overtime rates.
10. Meter cards or fax forms will be provided to the Customer for monthly or quarterly billings. If forms are not received by the required date, an estimated meter will be used for billing purposes.
11. Customer agrees to make available a Meter Contact for training purposes in the use of the equipment and agrees to notify RJY of any change in the Meter Contact assignment.
12. Service will not be provided on equipment upon which there has been used unauthorized parts or supplies or that has been modified or used by unauthorized personnel to repair or change said equipment. Master or drums will not be replaced under this agreement when damage is caused by operator abuse or error. An initial master or drum charge may be required on older equipment.
13. This agreement shall be effective on the date of delivery of equipment if new equipment, otherwise on the commencement date listed on the contract and shall continue for a period of 12 months from the date and will automatically renew for consecutive 12 month periods unless written cancellation notice is given by either party 30 days prior to the end of the then current term. In the event of cancellation of this agreement for any reason, unused supplies shall be the property of RJY, although Customer may purchase the supplies at the then prevailing retail rates. Customer agrees to pay the periodic charges and upon failure to do so RJY may (1) terminate the agreement, (2) refuse to service the equipment or furnish supplies, (3) recover damages as a result thereof.
14. At the end of each contract anniversary date, the rate charge can increase without written notice to allow for cost increases.
15. This agreement is not refundable or transferrable to a third party. If the equipment is traded in on new equipment, any unused portion of the contract period charge shall be prorated and credited to the Customer.
16. This agreement may not be assigned by Customer without the written consent of RJY. This instrument contains the entire agreement between the parties and cannot be altered or amended except by an instrument in writing signed by the parties hereto. Any agreement containing variations from the printed terms set forth herein must be accepted and counter-signed by an officer of RJY at its offices in Nashville, Tennessee.
17. Sales or use tax shall be added where applicable.



RJ Young Company, Inc.
730A Freeland Station Rd.
Nashville, TN 37228

ADDITIONAL REMARKS TO CONTRACT # _____

Privacy and Non-Disclosure

We agree not to disclose your personal or business information to third parties. We will not sell or lease your personal or business information to any third party. You understand and agree that we may disclose aggregate demographic and statistical information with our business partners; this information shall not be specific to the identification of you as an individual or company.



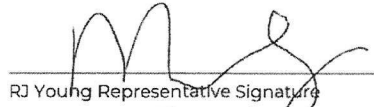
Customer Signature

George L. Bass

Customer Print Name

3/1/22

Date



RJ Young Representative Signature

Michelle Gipson

RJ Young Representative Print Name

Date

Minutes of March 1, 2022
Mayor and Board of Aldermen

There came on for discussion the following request from Jeff Savarese to place swings at the Town Green:

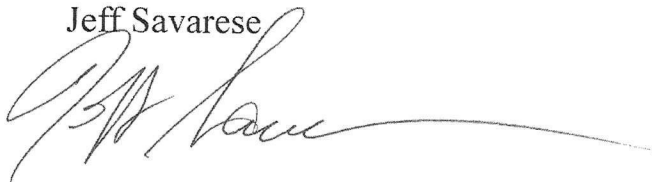
February 24, 2022

To: Mayor Bass and Board of Aldermen

Last year a group of over 70 Long Beach graduates, present and former residents proposed to give back to the city they love. On the beach at the end of Jeff Davis Avenue there was at one time a large swing set enjoyed by both young and old. The swing was washed away by hurricane Camille in 1969. This group, from here in town and across the United States and Canada, decided to raise money to replace a part of their childhood. Through their generous donations over \$4,400 were raised to replace the swings. The reason we are here today is to find a home for the swings. We originally wanted to have the swings placed back at the end of Jeff Davis Avenue on the beach where they were before Camille, but Harrison County who controls the beach denied our request.

We now hope they can find a home at the Town Green. After talking to Bob Paul, recreational director, we were informed the city only controls the areas that are built upon. The green areas not built on, where the swings would go, are still owned and controlled by the Long Beach School District. We met with representatives of the school district and they were receptive to the idea, but since they did not own any structures on the site, their liability insurance would not cover the swings. We come here today asking the City of Long Beach to include the swings in their insurance coverage so they can have a home where not only the 70+ who donated to make this happen can enjoyed them, but their children and grandchildren and all of Long Beach can also. Thank you for you time.

Jeff Savarese



After continued discussion, Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the placement of the swings at the Town Green contingent upon confirmation from the city's insurance carrier that the city has appropriate insurance.

Minutes of March 1, 2022
Mayor and Board of Aldermen

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There came on for discussion the NRCS Trautman @ Magnolia project, whereupon Cara Wagner of Pickering Firm provided the following:



Thursday, February 24, 2022

Kini A. Gonsoulin
Finance Officer
Deputy City Clerk
City of Long Beach
Via email to: kini@cityoflongbeachms.com

Re: NRCE EWP Improvements for Trautman Bayou @ Magnolia
NR204423XXXXC085
Pickering Firm, Inc. Project No. 25664.02

Kini –

We regretfully inform you that NRCS will NOT approve another extension on the grant funding for the referenced project. The easement / access issues encountered from the additional pipe work caused delays from meeting any milestones in the grant agreement. The funding is set to expire on April 18, 2022. With the bid opening currently set for March 22, 2022 and time needed for award and construction there is no hope of completing this project before the grant agreement expires.

The options moving forward for this project are below:

1. Pull the bid advertisement and stop the project here.
2. Continue the project with the City covering the construction cost estimated around \$150,000.00 and construction engineering and inspection costs of \$9,880.

We appreciate the opportunity to serve you on this project. Should you have any questions, please do not hesitate to contact me.

Sincerely,

PICKERING FIRM, INC.

A handwritten signature in black ink, appearing to read "Cara Wagner", is positioned above the typed name and title.

Cara Wagner, PE
Associate Principal Owner
Senior Civil Engineer

Enclosures (1): Letter from NRCS

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

Minutes of March 1, 2022 Mayor and Board of Aldermen



2/22/2022

George Bass, Mayor of Long Beach
City of Long Beach City Hall
201 Jeff Davis Avenue
Long Beach, Mississippi, 39560

Application No: 744423082CQ

Dear Mayor Bass:

This notification is to advise you that your TRAUTMAN BAYOU @ MAGNOLIA DRIVE NR204423XXXXC085 LONG BEACH, MISSISSIP EWP project is set to expire April 18, 2022. According to the terms of the original agreement, the project was expected to be completed in 220 days. As of today, the agreement has been active for 520 of the approved 657 calendar days and construction has not commenced. You have requested and received four NO COST Extensions. However, for the following reasons, we are denying your 5th request.

Reasons for denying extension request:

- No milestones in the original project agreement were accomplished on schedule.
- No significant progress towards completion has been achieved under the 4 prior extensions granted.
- 657 days for completion is considered ample time with respect to the complexity of the project.

The contractual agreement will end on April 18, 2022. Expenses encountered after this date will not be eligible for reimbursement. Remaining funds will be returned to the national office. I fully understand that the city experienced challenges obtaining land rights, however, we cannot allow any more extensions due to the above reasons.

Sincerely,

Digitally signed by JAMIE KEITH
JAMIE KEITH
Date: 2022.02.23 09:13:41 -06'00'

Jamie Keith
Acting Asst. State Conservationist for Programs

cc: Cara Wagner, PE Associate Principal Owner Senior Civil Engineer, Pickering Firm, Inc.,
Dennis Jones, Area Conservationist, Hattiesburg MS
Norman Patterson, Area Engineer, Hattiesburg, MS
Olguay Louis, State Engineer, Jackson MS

USDA, Natural Resources Conservation Service
Suite 1321, Federal Building, 100 West Capitol Street, Jackson, MS 39269
Voice 601.965.5205 Fax 601.965.4940
An Equal Opportunity Provider and Employer

Engineer Cara Wagner of Pickering Firm apprised the Board that since she had submitted the above letter, she had been notified by NRCS that the city could re-apply for this project under new funding. After continued discussion, Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to direct Ms. Wagner to re-apply for funding with NRCS for the Trautman Bayou @ Magnolia project.

Chief Skellie provided an update of Harbor Repairs.

Minutes of March 1, 2022
Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the following emergency request for bulk mail postage for water bills:

City of Long Beach



To Whom It May Concern,

I am requesting an emergency check for the bulk mail out of the water bills for the U.S. Postal Service in the amount of \$2,847.70 from our postage expense account #625700. I unfortunately ran out of postage and was not informed by the post office until after the bills were set to be mailed out. I apologize for the inconvenience this has caused everyone.

Thanks,
Jamie Paige
Jamie Paige
3/01/2022

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

Mayor Bass provided an update on Fire Station #3 potential funding. No action was required or taken.

Minutes of March 1, 2022 Mayor and Board of Aldermen

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

Library:

- Step Increase, Reference Librarian Shannon Bennett, CSA-4-XII, effective March 1, 2022
- Step Increase, Children’s Librarian C. Renee Rayburn, CSA-4-XIX, effective March 1, 2022

Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to approve the following budget amendment for FY 2022 for Recreation:

City of Long Beach Budget Amendment Request

Fund Name	General	Date	3/1/2022
Department #	435	Budget Entry #	
Department Name	Recreation		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Building Maintenance 435-611000	15,500	-	2,150	17,650
Fund Balance			(2,150)	
				-

Amendment to add funds to Recreation budget to update the electrical grid at the girl's softball concession stand.

Amendment #8

2/15/22

From: Long Beach Parks @ Recreation

To: Mayor and Board of Alderman

Request Budget amendment

To upgrade the youth softball field complex concession, stand electrical grid

The request is for \$2,150.00 see attached sheet for more information

Building Maintenance 611000



Robert Paul

Director Long beach parks @ Recreation

Minutes of March 1, 2022
Mayor and Board of Aldermen

Krol Electric Inc.

12090 New Orleans Ave
Gulfport, MS 39503
Harrison

Phone 228-832-9911
Fax 228-832-0608
krolinc@bellsouth.net

February 15, 2022

Attn: Bob Paul
City Of Long Beach
P. O. Box 929
Long Beach, MS 39560

Re: Long Beach Soft Ball Field

Budget price for labor and material to change-out existing 16-circuit 100 amp panel in
concession stand to a 42-circuit 200 amp panel.

Budget price - \$2,150.00

Al Krol
Al Krol
Krol Electric, Inc.

Alderman Brown made motion seconded by Alderman Frazer and unanimously
carried to approve the following contract with Gulf Coast Solutions, LLC for the St.
Charles Avenue Drainage Improvements, and authorize the Mayor to execute same:

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

THIS AGREEMENT is by and between City of Long Beach, P.O. Box 929, Long Beach, MS 39560
(Owner) and Gulf Coast Solutions, LLC.
(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:

ST. CHARLES AVENUE DRAINAGE IMPROVEMENTS

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:

St. Charles Avenue Drainage Improvements

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by: Overstreet & Associates, PLLC.
161 Lameuse Street, 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.

Minutes of March 1, 2022 Mayor and Board of Aldermen

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

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

ARTICLE 5 - CONTRACT PRICE

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

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

_____ (\$ _____)
(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:

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 _____ \$ _____

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**Minutes of March 1, 2022
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(words)

(numerals)

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

Forty-Nine Thousand Nine Hundred Seventy-Seven Dollars and 00/100-----\$49,977.00

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 day 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

- 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.

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Minutes of March 1, 2022 Mayor and Board of Aldermen

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.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance bond (pages 1 to 2, inclusive).
3. Payment bond (pages 1 to 2, inclusive).
4. ~~Other bonds (pages _____ to _____, inclusive).~~
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - e. _____ (pages _____ to _____, inclusive).
5. General Conditions (pages 1 to 68, inclusive).
6. Supplementary Conditions (pages 1 to 9, inclusive).

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**Minutes of March 1, 2022
Mayor and Board of Aldermen**

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7. Special Conditions (pages 1 to 12 inclusive).
 8. Specifications as listed in the table of contents of the Project Manual.
 9. Drawings consisting of 7 sheets with each sheet bearing the following general title: **ST. CHARLES DRAINAGE IMPROVEMENTS**.
 10. Addenda (numbers N/A to N/A, inclusive).
 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 18, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages N/A to N/A, inclusive).
 12. 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

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.

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Minutes of March 1, 2022 Mayor and Board of Aldermen

10.05 Other Provisions

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 _____, 2022 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Long Beach

Gulf Coast Solutions, LLC

By: [Signature]

By: [Signature]

Title: Mayor

Title: Managing Member

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: [Signature]

Attest: _____

Title: City Clerk

Title: _____

Address for giving notices:

Address for giving notices:

P.O. Box 929

12300 Big Creek Road

Long Beach, MS 39560

Gulfport, MS 39503

228-863-1556

228-234-9510



(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.)

License No.: 21981-MC
(Where applicable)

Agent for service or process: _____

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

**Minutes of March 1, 2022
Mayor and Board of Aldermen**



GULFCOA-77

ACREWS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/17/2022

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

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

PRODUCER Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: Ashley Crews PHONE (A/C, No, Ext): (601) 960-8208 FAX (A/C, No): (601) 208-8416 E-MAIL ADDRESS: ACrews@fbbins.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Gulf Coast Solutions, LLC 12300 Big Creek Road Gulfport, MS 39503	INSURER A: Brierfield Insurance Company NAIC # 10993	
	INSURER B: Amfed Casualty Insurance Company NAIC # 11963	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPP10005926501	7/19/2021	7/19/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA100027259	7/19/2021	7/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB100039763	7/19/2021	7/19/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MS) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		WC1206005255	7/19/2021	7/19/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented		CPP10005926501	7/19/2021	7/19/2022	Ded: \$1,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: ST. CHARLES AVENUE DRAINAGE IMPROVEMENTS
 The general liability & auto liability policies contain blanket additional insured wording on a primary/non-contributory basis when required by written contract. General Liability includes ongoing & completed operations when required by written contract. General Liability, Auto Liability & Workers Comp policies include blanket waiver of subrogation when required by written contract. The Umbrella Liability includes additional insureds as per underlying coverage on a primary/non-contributory basis when required by written contract. Additional Insured status only applies as per these forms, which are available for review upon request: AUTO (CAU058 01-15 & CAU082 01-15) GL (CLG084 10/13 & CGL088 10/13). All coverage is subject to policy terms, conditions and exclusions.

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

Minutes of March 1, 2022 Mayor and Board of Aldermen

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):
Gulf Coast Solutions, LLC
12300 Big Creek Road, Gulfport, MS 39503
OWNER (Name and Address):
City of Long Beach
P.O. Box 929, Long Beach, MS 39560

SURETY (Name and Address of Principal Place of Business):
Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

CONTRACT

Date:
Amount: Forty Nine Thousand Nine Hundred Seventy Seven Dollars and 00/100 \$49,977.00
Description (Name and Location):
St. Charles Avenue Drainage Improvements

BOND

Bond Number: 107548568
Date (Not earlier than Contract Date):
Amount: Forty Nine Thousand Nine Hundred Seventy Seven Dollars and 00/100 \$49,977.00
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company: Gulf Coast Solutions, LLC

Signature: [Signature] (Seal)
Name and Title: Yvette R. Brezeale
Managing Member

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)
Name and Title:

SURETY

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

By: [Signature]
Signature and Title: Stephen Wesley Price, Jr., Attorney-In-Fact
(Attach Power of Attorney)

Attest: [Signature]
Signature and Title: Brody Buckley Witness

SURETY

Surety's Name and Corporate Seal (Seal)

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

Attest: _____
Signature and Title:

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

Minutes of March 1, 2022
Mayor and Board of Aldermen

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

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

Fisher Brown Bottrell Insurance, Inc.
P. O. Box 1490
Jackson, MS 39215-1490
601-960-8200

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

Minutes of March 1, 2022
Mayor and Board of Aldermen

PAYMENT BOND

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

CONTRACTOR (Name and Address):
Gulf Coast Solutions, LLC
12300 Big Creek Road, Gulfport, MS 39503
OWNER (Name and Address):
City of Long Beach
P.O. Box 929, Long Beach, MS 39560

SURETY (Name and Address of Principal Place of Business):
Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

CONTRACT
Date:
Amount: Forty Nine Thousand Nine Hundred Seventy Seven Dollars and 00/100 \$49,977.00
Description (Name and Location):
St. Charles Avenue Drainage Improvements

BOND
Bond Number: 107548568
Date (Not earlier than Contract Date):
Amount: Forty Nine Thousand Nine Hundred Seventy Seven Dollars and 00/100 \$49,977.00
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL
Company: Gulf Coast Solutions, LLC
Signature: [Signature] (Seal)
Name and Title: Nvette R. Breazelle
Mayor

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

By: [Signature]
Signature and Title: Stephen Wesley Price, Jr., Attorney-In-Fact
(Attach Power of Attorney)

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

Attest: [Signature]
Signature and Title: Brody Buckley Witness

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

SURETY

Surety's Name and Corporate Seal (Seal)

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

Attest: _____
Signature and Title:

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

Minutes of March 1, 2022
Mayor and Board of Aldermen

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

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

Fisher Brown Bottrell Insurance, Inc.
P. O. Box 1490
Jackson, MS 39215-1490
601-960-8200

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

00615-2

Minutes of March 1, 2022
Mayor and Board of Aldermen

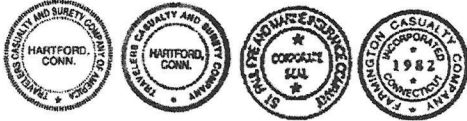
TRAVELERS logo and list of member companies: Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Stephen Wesley Price, Jr. of Jackson, MS, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: 107548568 OR Principal: Gulf Coast Solutions, LLC
Project Description: St. Charles Avenue Drainage Improvements Oblige: City of Long Beach

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: [Signature] Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



[Signature] Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this day of



[Signature] Kevin E. Hughes, Assistant Secretary

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

Minutes of March 1, 2022
Mayor and Board of Aldermen

Alderman McGoey made motion seconded by Alderman Frazer and
unanimously carried to authorize advertisement for Mitchell Road Widening as per the
following schedule:

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



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

February 25, 2022

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

RE: Mitchell Rd. Widening (Phase 1)

Ladies and Gentlemen:

We have completed the Bid Documents for the referenced project, which includes the drainage culverts and drainage boxes necessary to facilitate the widening to be performed in a future phase. We are therefore ready to request competitive bids for the construction of the project. Therefore, we recommend the following advertising schedule:

Authorize Advertisement:	March 1, 2022
First Advertisement:	March 11, 2022
Second Advertisement:	March 18, 2022
Receive Bids:	April 12, 2022

If approved, we hope to have a Bid Tabulation and Recommendation of Award at the April 19, 2022 meeting.

Sincerely,

David Ball, P.E.

DB:1110

Minutes of March 1, 2022
Mayor and Board of Aldermen

Alderman Brown made motion seconded by Alderman McCaffrey and
unanimously carried to authorize advertisement for Long Beach Cemetery
Improvements – Phase I per the following schedule:

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



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

February 25, 2022

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

RE: Long Beach Cemetery Improvements - Phase 1

Ladies and Gentlemen:

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

Authorize Advertisement:	March 1, 2022
First Advertisement:	March 11, 2022
Second Advertisement:	March 18, 2022
Receive Bids:	April 12, 2022

If approved, we hope to have a Bid Tabulation and Recommendation of Award at the April 19,
2022 meeting.

Sincerely,

David Ball, P.E.

DB:1113-1

Minutes of March 1, 2022
Mayor and Board of Aldermen

Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to authorize advertisement of Replace Public Works Roof per the following schedule:

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



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

February 25, 2022

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


RE: Replace Public Works Roof

Ladies and Gentlemen:

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

Authorize Advertisement:	March 1, 2022
First Advertisement:	March 11, 2022
Second Advertisement:	March 18, 2022
Receive Bids:	April 12, 2022

If approved, we hope to have a Bid Tabulation and Recommendation of Award at the April 19, 2022 meeting.

Sincerely,

David Ball, P.E.

DB:1204

Minutes of March 1, 2022
Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to authorize advertisement of Lynwood Circle Water System Improvements per the following schedule:

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



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

February 25, 2022

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

RE: Lynwood Circle Water System Improvements

Ladies and Gentlemen:

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

Authorize Advertisement:	March 1, 2022
First Advertisement:	March 11, 2022
Second Advertisement:	March 18, 2022
Receive Bids:	April 12, 2022

If approved, we hope to have a Bid Tabulation and Recommendation of Award at the April 19, 2022 meeting.

Sincerely,

David Ball, P.E.

DB:1143

Minutes of March 1, 2022
Mayor and Board of Aldermen

Based on the following memo from City Engineer David Ball, Alderman McGoey made motion seconded by Alderman Brown and unanimously carried to approve Overstreet & Associates to perform the survey & layout for S. Harvest Lane Drainage Easement for an estimated fee of \$2,400:

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



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

February 25, 2022

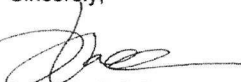
City of Long Beach
P.O. Box 929
Long Beach, MS 39560

RE: S. Harvest Lane Drainage Easement

Ladies and Gentlemen:

The City has prepared an easement for a new ditch to be constructed which will facilitate improved drainage from Commission Rd. south along S. Harvest Ln. and south through the Harper McCaughan school property. That easement has been approved by the LB School Board and Public Works is ready to begin constructing the ditch. In order to do so, the easement must be "laid out" by a surveyor to ensure that it is constructed in the correct location. A fair portion of this easement is through a fairly heavily wooded area, which will require significant effort to clear lines-of-sight for layout of the easement.

If the City desires, we can perform the survey & layout for a fee estimated at \$2,400. If approved, we should be able to complete the needed layout within approximately two weeks.

Sincerely,

David Ball, P.E.

DB:539

**Minutes of March 1, 2022
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to approve the following Amendment to Master Services Agreement with Overstreet & Associates, and authorize the Mayor to execute same:

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



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

February 24, 2022

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

**RE: Amendment 2022-1
Amendment to Master Services Agreement**

Ladies and Gentlemen:

We have attached a proposed amendment to our Master Services Agreement with the City to update our hourly rate schedule. Although we have added new positions during our service with the City, we haven't updated our rates since the original approval of this contract in August 2018. We hereby request your approval of these amended rates.

Sincerely,

David Ball, P.E.

DB:539
Attachment

Minutes of March 1, 2022
Mayor and Board of Aldermen

**AMENDMENT NUMBER 2022-1 TO MASTER AGREEMENT BETWEEN
CITY OF LONG BEACH AND OVERSTREET & ASSOCIATES, PLLC.**

It is agreed to modify the standard rates for Professional Services for City Engineering Services in accordance with the provisions contained in the Master Agreement dated August 7, 2018:

A. BASIS OF COMPENSATION

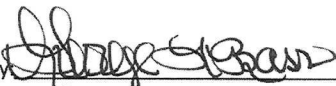
1. Hourly fees as allowed in the Master Agreement will be modified in accordance with the hourly rates recited on the attached EXHIBIT "A".
2. Invoices shall be provided in such format and schedule as needed or requested by the City.

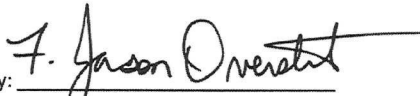
OWNER:

ENGINEER:

CITY OF LONG BEACH, MISSISSIPPI

OVERSTREET & ASSOCIATES, PLLC.

By: 
George Bass
Mayor

By: 
F. Jason Overstreet, P.E.
President
MS PE #18601

Date Signed: 3/1/22

Date Signed: 2/25/22

**Minutes of March 1, 2022
Mayor and Board of Aldermen**

EXHIBIT "A"

**OVERSTREET & ASSOCIATES
STANDARD HOURLY RATES SCHEDULE
EFFECTIVE MARCH 1, 2022**

<u>Position</u>	<u>Billing Rate</u>
Principal	\$170.00
Professional Engineer V.....	\$160.00
Professional Engineer IV.....	\$145.00
Professional Engineer III.....	\$135.00
Professional Engineer II.....	\$125.00
Professional Engineer I.....	\$115.00
Engineer Intern III.....	\$105.00
Engineer Intern II.....	\$95.00
Engineer Intern I.....	\$85.00
Professional Land Surveyor.....	\$105.00
Client Relations Manager II.....	\$150.00
Client Relations Manager I.....	\$120.00
Senior Project Manager.....	\$115.00
Sr. Survey Crew Chief.....	\$90.00
Resident Project Representative III.....	\$85.00
Resident Project Representative II.....	\$75.00
Resident Project Representative I.....	\$65.00
Engineering Technician III.....	\$85.00

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Mayor and Board of Aldermen

Engineering Technician II	\$75.00
Engineering Technician I	\$65.00
CADD Technician III	\$95.00
CADD Technician II	\$85.00
CADD Technician I	\$75.00
GIS Intern	\$55.00
Project Technician	\$75.00
Administrative/Clerical	\$65.00
Surveys with RTK GPS Equipment	\$30.00
Survey Project Manager/Land Surveyor Intern	\$100.00
Survey Technician II	\$75.00
Survey Technician I	\$60.00
Survey Crew III	\$175.00
Survey Crew II	\$130.00
Survey Crew I	\$110.00

Travel Time shall be billed at designated personnel's standard hourly rates.

Minutes of March 1, 2022
Mayor and Board of Aldermen

OVERSTREET & ASSOCIATES, PLLC.
ENGINEER'S CONSULTANTS AND
REIMBURSABLE EXPENSE SCHEDULE

Engineer's Consultants: Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges will be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.20.

Reimbursable Expense Schedule:

Mileage (Outside Harrison County area)	\$0.58/mile
Meals and Lodging (Outside Harrison County area)	At Cost
Overnight Postage	At Cost
Copies	
Letter, Legal or Tabloid Size – Black and White	\$0.20/page
Letter, Legal or Tabloid Size – Color	\$0.50/page
24" x 36"	\$2.00/sheet
30" x 42"	\$3.00/sheet

There came on for discussion 18132 Allen Road, assessed to International Sangha Bhiksu Buddhist Association, whereupon Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to schedule a public hearing, Tuesday, April 5, 2022, at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not this property situated in the City of Long Beach is in such a state of uncleanliness as to constitute a menace to the public health and safety of the community.

**Minutes of March 1, 2022
Mayor and Board of Aldermen**

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

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Patrick Bennett, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Angie Johnson, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Mike Brown, Ward 5

Alderman Pete L. McGoey, Ward 6

Date

ATTEST:

Kini Gonsoulin, Deputy City Clerk