

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

MUNICIPAL DOCKET
REGULAR MEETING OF FEBRUARY 4, 2025
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. PUBLIC HEARINGS
- V. PUBLIC COMMENTS
- VI. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
- VII. AMENDMENTS TO THE MUNICIPAL DOCKET
- VIII. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. January 21, 2025 Regular
 - b. January 23, 2025 Recess
 - b. January 28, 2025 Work Session
- IX. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 020425
- X. UNFINISHED BUSINESS
 - 1. Basketball Courts – Alderman McCaffrey
- XI. NEW BUSINESS
 - 1. Special Event Application – City of Long Beach & Chamber of Commerce; Sea Santa Sail-a-Braton
 - 2. Special Event Application – City of Long Beach; Night Out Against Crime
 - 3. Special Event Application – Long Beach Chamber; Touch a Truck
 - 4. Special Event Application – Gazebo Gazette; Long Beach Political Debate
 - 5. Appoint Long Beach School Board Trustee
 - 6. Ordinance – Adopt 2024 International Building Codes
 - 7. Shooting Facility Guidelines & Regulations
 - 8. Tree Board Resignations & Appointment – Victor Chapman & Karen Price
 - 9. Petty Cash Increase Request – Library
 - 10. Asphalt & Drainage Discussion – Alderman Brown
 - 11. Advertising Requirements – Alderman Frazer
 - 12. MOA – MDOIT; Cleveland Avenue Widening
 - 13. Sponsorship Request – Jeepin the Coast
 - 14. Service Agreement – Sparklight; Filtering & Firewall Services at Library
 - 15. Award 2025 Newspaper Publications
 - 16. Resolution – Opposing SB2381 and IIB1480; Harbor Control; Alderman Frazer
- XII. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. PERSONNEL
 - a. Police Dept – Education Pay (2); Step Increase (10); Re-Hire (1)
 - b. Recreation – Step Increase (1)
 - c. Senior Citizens – Step Increase (2)
 - 3. CITY CLERK
 - a. Revenue/Expense Report December 2024
 - b. Third at Town Green, LLC Tax Abatement – 2024 Property Taxes
 - c. Agreement with City of Long Beach Republican Executive Committee & Election Commission & City Clerk – Spread in Minutes
 - 4. FIRE DEPARTMENT
 - 5. POLICE DEPARTMENT
 - a. Contract – Power DMS; Policy Management
 - 6. ENGINEERING
 - a. Pavement Markings Jeff Davis Ave
 - b. Pavement Markings Pineville Rd (Espy to Beatline)
 - c. 2023 Paving Plan Budget & Status
 - d. Drainage Concerns – 295 Lynwood Circle
 - 7. PUBLIC WORKS
 - 8. RECREATION
 - 9. BUILDING OFFICE
 - 10. MUNICIPAL COURT
 - 11. HARBOR
 - 12. COMMUNITY AFFAIRS
 - 13. DERELICT PROPERTIES
- XIII. REPORT FROM CITY ATTORNEY
- XIV. ADJOURN (OR) RECESS

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

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 February, 2025, 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, Bernie Parker, Angie Johnson, Timothy McCaffrey, Jr., Mike Brown, Pete L. McGoey, Deputy City Clerk Kini Gonsoulin, and City Attorney Stephen B. Simpson, Esq.

Absent the meeting was Alderman Patrick Bennett.

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

No Public Comments were made.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to suspend the rules and add item #17 Amendment to Public Trust Tidelands Lease – Spread in Minutes under New Business.

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

- January 21, 2025 Regular
- January 23, 2025 Recess
- January 28, 2025 Work Session

Alderman McGoey made motion seconded by Alderman Parker and unanimously carried to approve payment of invoices listed in Docket of Claims number 020425, as submitted.

There came on for discussion Basketball Courts, whereupon Alderman McCaffrey removed this item from the agenda until further information pertaining to available recreation funding after the construction of pickleball/tennis courts.

Minutes of February 4, 2025
Mayor and Board of Aldermen

Alderman Johnson made motion seconded by Alderman Brown and unanimously carried to approve the following Special Event Application submitted by City of Long Beach and Long Beach Chamber for the Sea Santa Sail-a-Bration:



SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: _____ Time: _____ 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.

SUMMARY OF EVENT

Event Title: Sea Santa Sail A Bration Parade

Please give a brief description of the proposed event:

boat parade with different activities at town green

Event Day Date (s): Dec 6th 2025 Event Time (s): 5:45 pm

Set-Up Date & Time: Dec 6th 9:00 am Tear-Down Date & Time: Dec 13th 10:00 pm

Event Location: Town Green Downtown Other – Public Park or Right of Way

Event Location Description: town green & parade route

Sponsoring Organization's Legal Name: Courtney Cuevas

Organization Agent: City of Long Beach & Long Beach Chamber

Phone: _____ Home: _____ Cell: 228 297 2191 During Event

Agent's Address: 201 Jeff Davis Ave Long Beach, MS 39560

Agent's E-mail Address: Courtney.cuevas@cityoflongbeachms.com

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

How many years has this event occurred? 11

Minutes of February 4, 2025 Mayor and Board of Aldermen

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

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

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

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

*Applicant/Event Organizer is responsible for appropriate Vendor permitting through the Long Beach Building Office.

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

ATTENDANCE: What is expected (estimated) attendance for this event? 200

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

*Applicant/Event Organizer is responsible for appropriate Amusement permitting through the Long Beach Building Office.

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

If yes, how many? _____

GARBAGE RECEPTABLES: Are you planning to provide additional garbage cans at the event? YES NO If yes, how many? _____

As an event organizer, you must consider the availability of restroom facilities and garbage receptacles 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 and garbage receptacles in the immediate area of the event venue and then identify the

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

potential need for portable facilities or extra garbage cans. Remember to identify accessible facilities for ADA requirements as well.

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

*police assistance road closures, fire department pdr in parade,
public works trash cans,*

INSURANCE: All sponsors of special events must carry liability insurance with minimum coverage of \$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.

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 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.

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

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

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

12/30/24
Date

[Signature]
Signature of Sponsoring Organization's Agent

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

Minutes of February 4, 2025
Mayor and Board of Aldermen

Event Title: Sea Santa Sail - A. Bratton

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 departments has been met.

Police Dept: BC Recommended Approval: YES NO Est. Economic Impact: \$ _____

Fire Dept: JD Recommended Approval: YES NO Est. Economic Impact: \$ _____

Public Works: MG Recommended Approval: YES NO Est. Economic Impact: \$ _____

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

Parks/Rec: RJP Recommended Approval: YES NO Est. Economic Impact: \$ ~~_____~~

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: _____

Minutes of February 4, 2025
Mayor and Board of Aldermen

December 6, 2025
Saturday
Sea Santa Sail-a-bration

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

Group / Individual Name (Permit tee):
City of Long Beach & Long Beach Chamber of Commerce

Telephone Number: 2282972191
Home Work Cell

Street Address: _____

City _____ State _____ Zip _____

Type of Event: Sea Santa Sail A Bration Parade

Start Time: 5:45 pm

Closing Time: 8:45 pm

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on
Dec 6th 2025
(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: 12/30/24

Rental Fee \$ _____ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

~ 1 ~

Minutes of February 4, 2025
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 Courtney Cuevas 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 30th day of December, 2024.

Authorized Signature [Signature]

Witness _____

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

LONG BEACH TOWN GREEN RULES AND REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

Minutes of February 4, 2025
Mayor and Board of Aldermen

FEES:

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

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

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

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

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

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

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

~ 4 ~

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Special Event Application submitted by the City of Long Beach for Night Out Against Crime:



SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: 1/15/25 Time: _____ 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.

SUMMARY OF EVENT

Event Title: Long Beach Police Dept's Night Out Against Crime

Please give a brief description of the proposed event:

Free to the public. Various agencies, organizations + businesses setting up booths + displays

Event Day Date (s): Saturday, 10/25/25 Event Time (s): 5:00 - 7:00 pm

Set-Up Date & Time: 3:00 pm 10/25/25 Tear-Down Date & Time: 7:00 pm 10/25/25

Event Location: Town Green Downtown Other -- Public Park or Right of Way

Event Location Description: Long Beach Town Green

Sponsoring Organization's Legal Name: Long Beach Police Department

Organization Agent: Chief Billy Seal

Phone: 228 865 1981 ^{Dispatch} Home: 228-863-7292 Cell: _____ During Event

Agent's Address: 201 Alexander Rd, Long Beach

Agent's E-mail Address: chief@longbeachms.gov

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

How many years has this event occurred? Several

Minutes of February 4, 2025 Mayor and Board of Aldermen

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

STREET CLOSURES: Start Date/Time: n/a Through Date/Time: _____

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

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

*Applicant/Event Organizer is responsible for appropriate Vendor permitting through the Long Beach Building Office.

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

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

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

*Applicant/Event Organizer is responsible for appropriate Amusement permitting through the Long Beach Building Office.

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

If yes, how many? _____

GARBAGE RECEPTABLES: Are you planning to provide additional garbage cans at the event? YES NO If yes, how many? _____

As an event organizer, you must consider the availability of restroom facilities and garbage receptacles 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 and garbage receptacles in the immediate area of the event venue and then identify the

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

potential need for portable facilities or extra garbage cans. Remember to identify accessible facilities for ADA requirements as well.

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

N/A

INSURANCE: All sponsors of special events must carry liability insurance with minimum coverage of \$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.

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 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.

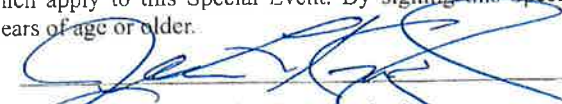
The approval of this Special Event may include additional requirements or limitations, based on the City's review of this application.

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.

1-16-25

Date


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

Minutes of February 4, 2025
Mayor and Board of Aldermen

Event Title: LSPD Night Out Against Crime

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 departments has been met.

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

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

Public Works: ML Recommended Approval: YES NO Est. Economic Impact: \$ _____

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

Parks/Rec: RA 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: _____

Minutes of February 4, 2025
Mayor and Board of Aldermen

October 25, 2025
Saturday
Night out Against
Crime
5:00pm - 7:00pm
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):
Long Beach Police Department
Telephone Number: 228-865-1981, 228 863-7292
Street Address: 201 Alexander Rd
City: Long Beach State: MS Zip: 39560
Type of Event: Night Out Against Crime, Free to the public
Start Time: 5:00 pm
Closing Time: 7:00 pm

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on
Oct 25, 2025 (Saturday)
(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: 1/14/25

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

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Minutes of February 4, 2025
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 _____, do hereby release, acquit and forever discharge the City of Long Beach, Mississippi, and all of its respective agents, servants, employees, elected and non-elected officials, successors, predecessors, insurers, attorneys, and any and all other legal entities and persons, of and from any and all claims, demands, actions, damages, liability, or legal recourse of any type, and expenses (including attorneys' fees) in connection with or arising from or out of my use of the Town Green.

WHEREFORE, PREMISES CONSIDERED:

The undersigned further agrees that he/she shall indemnify and hold harmless the City against and from all claims, demands, actions, rights of action, liabilities, losses, judgments, costs, expenses, and attorney fees which shall or may rise by virtue of anything done or omitted to be done by us, including through or by its agents, employees, or other representatives, arising out of, claimed on account of, or in any manner predicated upon the use of the above mentioned property. The undersigned further agrees to protect and save and keep the City harmless and indemnify the City against and from any and all claims, demands, actions, liabilities, judgments, losses, costs, damages or expenses (including attorneys' fees) arising out of, claimed on account of, or in any manner predicated upon any accident or other occurrence arising from the use of the above mentioned property causing injury to person(s) (including death) or property to whomsoever or whatever in law and equity.

Furthermore, as part of the consideration for using the abovementioned property, the undersigned agree to assume full responsibility and liability for any and all risk of loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group or members thereof while in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said organization or group agrees to indemnify and hold the City of Long Beach, its agents and servants, and employees harmless from and against all claims and expenses for same, including attorneys fees.

This, the 15th day of January, 20 25.

Authorized Signature [Signature]

Witness [Signature]

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

LONG BEACH TOWN GREEN RULES AND REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

Minutes of February 4, 2025
Mayor and Board of Aldermen

FEES:

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

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

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

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

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

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

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

~ 4 ~

Minutes of February 4, 2025
Mayor and Board of Aldermen

Alderman Johnson made motion seconded by Alderman Brown and unanimously carried to approve the following Special Event Application submitted by Long Beach Chamber for Touch a Truck:

March 15, 2025
Saturday
Touch-A-Truck
10:00am - 1:00pm
(7:00am - 5:00pm)
Harbor



SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: _____ Time: _____ By: _____

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.

SUMMARY OF EVENT

Event Title: Long Beach Chamber Touch-A-Truck

Please give a brief description of the proposed event:

Educational event that allows children and their families to interact with local companies, trucks, and the community heroes that drive them.

Event Day Date (s): March 15th 2025 Event Time (s): 10:00am - 1:00pm
March 15th, 2025 March 15th, 2025
Set-Up Date & Time: 7:00 am Tear-Down Date & Time: 1-5pm

Event Location: Town Green Downtown Other - Public Park or Right of Way

Event Location Description: Long Beach Harbor - West Side

Sponsoring Organization's Legal Name: Mississippi Gulf Coast Chamber of Commerce

Organization Agent: Anna Claire Perrone

Phone: (601) 278-2683 Home: " " Cell: " " During Event

Agent's Address: 11975 Seaway Rd., Suite B120, Gulfport, MS 39503

Agent's E-mail Address: annaclaire@mssc coastchamber.com

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

How many years has this event occurred? 8

Adopted by MBOA 03/13/24

Minutes of February 4, 2025 Mayor and Board of Aldermen

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

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

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

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

*Applicant/Event Organizer is responsible for appropriate Vendor permitting through the Long Beach Building Office.

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

ATTENDANCE: What is expected (estimated) attendance for this event? 2,000

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

*Applicant/Event Organizer is responsible for appropriate Amusement permitting through the Long Beach Building Office.

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

If yes, how many? _____

GARBAGE RECEPTABLES: Are you planning to provide additional garbage cans at the event? YES NO If yes, how many? _____

As an event organizer, you must consider the availability of restroom facilities and garbage receptacles 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 and garbage receptables in the immediate area of the event venue and then identify the

Adopted by MBOA 03/19/24

Minutes of February 4, 2025
Mayor and Board of Aldermen

potential need for portable facilities or extra garbage cans. Remember to identify accessible facilities for ADA requirements as well.

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

INSURANCE: All sponsors of special events must carry liability insurance with minimum coverage of \$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.

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 and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

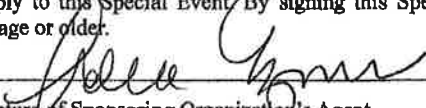
All food vendors must be approved by the Harrison County Health Department.

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.

1/17/24
Date


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 by MBOA 03/19/24

Minutes of February 4, 2025
Mayor and Board of Aldermen

Event Title: Touch-A-Truck. (March 15, 2025)

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 departments has been met.

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

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

Public Works: W Recommended Approval: YES NO Est. Economic Impact: \$ _____

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

Parks/Rec: W 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 by MBOA 03/19/24

Minutes of February 4, 2025
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/27/2025

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 Cadence Insurance, A Gallagher Company 2909 13th Street, 4th Floor Gulfport MS 39501 License#: PC-1092395 MISSGUL-01	CONTACT NAME: Morgan Haden PHONE (A/C, No, Ext): 228-863-5362 FAX (A/C, No): 228-863-1957 E-MAIL ADDRESS: MORGAN_HADEN@AJG.com														
INSURED MS Gulf Coast Chamber of Commerce, Inc. 11975 Seaway Road Suite B-120 Gulfport MS 39503	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Indemnity Ins Co.</td> <td>18058</td> </tr> <tr> <td>INSURER B : FFVA Mutual Insurance Co.</td> <td>10385</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Ins Co.	18058	INSURER B : FFVA Mutual Insurance Co.	10385	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: 212248382 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.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INRD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	COMMERCIAL GENERAL LIABILITY <input checked="" 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:		PHPK2671394	5/15/2024	5/15/2025	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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		PHPK2671394	5/15/2024	5/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$								
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC84000283352024A	4/23/2024	4/23/2025	<table border="1"> <tr> <td>PER STATUTE</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	PER STATUTE	OTHER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
PER STATUTE	OTHER													
E.L. EACH ACCIDENT	\$ 1,000,000													
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000													
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000													
A	Liquor Liability		PHPK2671394	5/15/2024	5/15/2025	Aggregate Limit 1,000,000 Each Occurrence 1,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability- Additional Insured & Waiver of Subrogation when required by written contract form; Work Comp Waiver of Subrogation when required by written contract.
 Event: Touch A Truck
 Event Date: March 15, 2026
 Event Location: Long Beach Harbor, West Side, 720 South Cleveland Avenue Long Beach MS 39560

CERTIFICATE HOLDER City of Long Beach 201 Jeff Davis Ave Long Beach MS 39560	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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ACORD 25 (2016/03)

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Minutes of February 4, 2025
Mayor and Board of Aldermen

Alderman McGoey made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Special Event Application submitted by The Gazebo Gazette for Long Beach Political Debate:

March 15, 2025
Saturday
Touch-A-Truck
10:00am - 1:00pm
(7:00am - 5:00pm)
Harbor



SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: _____ Time: _____ By: _____

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.

SUMMARY OF EVENT

Event Title: Long Beach Chamber Touch-A-Truck

Please give a brief description of the proposed event:

Educational event that allows children and their families to interact with local companies, trucks, and the community heroes that drive them.

Event Day Date (s): March 15th, 2025 Event Time (s): 10:00am - 1:00pm
Set-Up Date & Time: March 15th, 2025 7:00 am Tear-Down Date & Time: March 15th, 2025 1-5pm

Event Location: Town Green Downtown Other - Public Park or Right of Way

Event Location Description: Long Beach Harbor - West Side

Sponsoring Organization's Legal Name: Mississippi Gulf Coast Chamber of Commerce

Organization Agent: Anna Claire Perrone

Phone: (601) 278-2683 Home: " " Cell: " " During Event

Agent's Address: 11975 Seaway Rd., Suite B120, Gulfport, MS 39503

Agent's E-mail Address: annaclaire@msscocoastchamber.com

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

How many years has this event occurred? 8

Adopted by MBOA 03/19/24

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

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

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

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

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

*Applicant/Event Organizer is responsible for appropriate Vendor permitting through the Long Beach Building Office.

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

ATTENDANCE: What is expected (estimated) attendance for this event? 2,000

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

*Applicant/Event Organizer is responsible for appropriate Amusement permitting through the Long Beach Building Office.

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

If yes, how many? _____

GARBAGE RECEPTABLES: Are you planning to provide additional garbage cans at the event? YES NO If yes, how many? _____

As an event organizer, you must consider the availability of restroom facilities and garbage receptacles 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 and garbage receptacles in the immediate area of the event venue and then identify the

Adopted by MBQA 03/19/24

Minutes of February 4, 2025 Mayor and Board of Aldermen

potential need for portable facilities or extra garbage cans. Remember to identify accessible facilities for ADA requirements as well.

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

INSURANCE: All sponsors of special events must carry liability insurance with minimum coverage of \$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.

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 and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

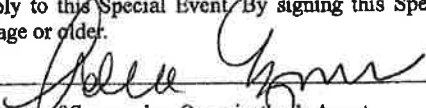
All food vendors must be approved by the Harrison County Health Department.

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.

1/17/24
Date


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 by MBOA 03/19/24

Minutes of February 4, 2025
Mayor and Board of Aldermen

Event Title: Touch-A-Truck. (March 15, 2025)

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 departments has been met.

Police Dept: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ _____

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

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

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

Parks/Rec: [Signature] 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 by MBOA 03/19/24

Minutes of February 4, 2025
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/27/2025

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.

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.

PRODUCER: Cadence Insurance, A Gallagher Company
INSURED: MS Gulf Coast Chamber of Commerce, Inc.
CONTACT NAME: Morgan Haden
INSURER A: Philadelphia Indemnity Ins Co.
INSURER B: FFVA Mutual Insurance Co.

COVERAGES CERTIFICATE NUMBER: 212248382 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Liquor Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability- Additional Insured & Waiver of Subrogation when required by written contract form; Work Comp Waiver of Subrogation when required by written contract.

CERTIFICATE HOLDER: City of Long Beach
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.

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Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to re-appoint Tim Pierce as a Long Beach School Board Trustee for a term ending February, 2030.

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

ORDINANCE NO. 675

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AMENDING ORDINANCE NO. 637 WHICH AMENDED NO. 601 WHICH AMENDED ORDINANCE NO. 478, ENTITLED, "AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, ADOPTING VARIOUS BUILDING AND RELATED CODES AND STANDARDS, AND APPENDIXES REGULATING AND CONTROLLING THE DESIGN, CONSTRUCTION, QUALITY OF MATERIALS, ERECTION, INSTALLATION, ALTERATION, REPAIR, LOCATION, RELOCATION, REPLACEMENT, ADDITION TO, USE OR MAINTENANCE OF BUILDINGS AND STRUCTURES, PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTIONS OF FEES THEREFORE WHEN USED WITH MONEY; PROVIDING FOR AND RELATING TO INSPECTION ACTIVITIES AND ENFORCEMENT OF BUILDING PROVISIONS AS PROVIDED IN VARIOUS CODES; AND FOR RELATED PURPOSES," AS HERETOFORE AMENDED TO ADOPT THE 2012 REVISIONS TO THE STANDARDS, REVISIONS AND APPENDIXES PREVIOUSLY ADOPTED BY THE CITY, AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen (the "Governing Body") of the City of Long Beach, Mississippi, (the "Municipality") having made due investigation therefore, do now find, determine, adjudicate and declare as follows:

1. That the 2024 revisions to the international building and related codes and standards have been published and in order to protect the public health and safety, it is necessary to adopt the certain of such revisions to the standards, revisions and appendixes and related codes.
2. That the Governing Authorities have heretofore adopted the 2024 international building and related codes and standards.

Now therefore,

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

SECTION 1. Section 1 of Ordinance No. 516 of the City of Long Beach, Mississippi, entitled, "AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, ADOPTING VARIOUS BUILDING AND RELATED CODES AND STANDARDS, AND APPENDIXES REGULATING AND CONTROLLING THE DESIGN, CONSTRUCTION, QUALITY OF MATERIALS, ERECTION, INSTALLATION, ALTERATION, REPAIR, LOCATION, RELOCATION, REPLACEMENT, ADDITION TO, USE OR MAINTENANCE OF BUILDINGS AND STRUCTURES, PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTIONS OF FEES THEREFORE WHEN USED WITH MONEY; PROVIDING FOR AND RELATING TO INSPECTION ACTIVITIES AND ENFORCEMENT OF BUILDING PROVISIONS AS PROVIDED IN VARIOUS CODES; AND FOR RELATED PURPOSES," as amended, be and it is hereby amended to read as follows:

Minutes of February 4, 2025 Mayor and Board of Aldermen

SECTION 2. Adoption

The following standards, Revisions, and Appendixes are hereby and herein adopted as if copied in words and figures in full and ordered, ordained, decreed and declared an ordinance of the City of Long Beach, Mississippi.

- 2018 International Building Code, including Appendix Chapters A, B, E, F, G, and J
- 2024 International Residential Code for One-and Two-Family Dwellings, including Appendix Chapters A, B, C, D, E, G, H, J, M, P, and Q
- 2024 International Property Maintenance Code
- 2024 International Code Council Performance Code
- 2024 International Mechanical Code and Appendixes
- 2024 International Existing Building Code
- 2024 International Fuel Gas Code and Appendixes
- 2024 International Plumbing Code and Appendixes
- 2024 NFPA Life Safety Code and Appendixes
- 2024 International Energy Conservation Code and Appendixes
- 2024 International Private Sewage Disposal Code and Appendixes
- 2024 International Fire Code and Appendixes
- 2024 International Standard for Public Swimming Pools & Spa
- Code 2023 Electrical Code and Appendixes
- ICC 600 High Wind Construction Standards for Hurricane Residential

SECTION 3. The following code section(s) are hereby revised/amended as follows:

2018 International Residential Code

ADD Section 304.5.1 "Each residential dwelling unit located within R-1, excluding mobile homes in a residential zone shall have a minimum of 850 square feet of heated living space, excluding outside and open patios, porches, garages, carports, and similar structures."

ADD Section 304.5.2 "Application may be made to the Planning Commission for a variance from the minimum square footage requirements of Section 304.5. Such variance may be granted reducing the minimum square footage of residential dwelling units for the applicant's primary home only, and not as a secondary or supplemental structure to another residential structure located on the same parcel, upon a showing by the applicant that such variance will not create a fire or safety hazard and will not be contrary to the public interest, and only in cases where, a literal enforcement of the Ordinance would result in unnecessary and undue hardship."

Section R302.2 Townhouses, Exemption, on the first line, change "1- hour" to "2-hour."

Section R302.2.4 Structural Independence, Exemption No. 5, on the first line, change "1-hour" to "2-hour."

Section R313 Automatic Fire Sprinkler Systems. "Delete in its entirety"

Section P2904 Dwelling Unit Fire Sprinkler Systems. "Delete in its entirety"

2012 International Plumbing Code

"Amended to permit the installation of PEX tubing and fittings without manifold in single family residences having less than 1600 square feet."

Minutes of February 4, 2025
Mayor and Board of Aldermen

"Amended to permit the installation of PEX Tubing and fitting be installed in structures, other than single family residences having greater than 1600 square feet, utilizing a manifold and with proper labeling. Manifolds shall not be required in single family residences, less than 1600 square feet. Further, such PEX tubing and fittings shall be installed in accordance with the manufacture's published instructions, the applicable codes and any ES report regarding the particular PEX product. Where differences exist, the instructions in any ES Report pertaining to the applicable PEX product shall govern."

SECTION 4. Severability

If any section, subsection, sentence, clause or phrase of this Ordinance, or the application thereof, be held by any court of competent jurisdiction to be invalid or unconstitutional, such holding shall not affect the remaining portions of this Ordinance.

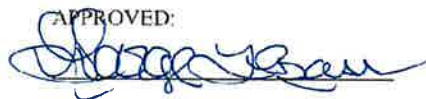
SECTION 5. Effective Date


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

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

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

The question having received the affirmative vote of a majority of the Aldermen present and voting, the Mayor declared the motion carried and the said Ordinance adopted and approved this the 4th day of February, 2025.

APPROVED:

GEORGE L. BASS, MAYOR

ATTEST:

STACEY DAHL, CITY CLERK

Minutes of February 4, 2025 Mayor and Board of Aldermen

CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

I, the undersigned, Stacey Dahl, City Clerk within and for the City of Long Beach, Mississippi, do hereby certify that the above and foregoing is a true and correct copy of that certain Ordinance #675 of the City of Long Beach, Mississippi, adopted by the Mayor and Board of Aldermen at a regular meeting duly held and convened on the 4th day of February, 2025, as the same appears of record in Ordinance Book 9, pages _____, inclusive, in my office at the City Hall in said City.

Given under my hand and the official seal of my office this the 5th day of February, 2025


Stacey Dahl, City Clerk



Alderman Johnson made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Shooting Facility Guidelines & Regulations:

Long Beach, Mississippi - Shooting Facility Guidelines & Regulations

In order to ensure the safety of all individuals and promote the responsible use of the shooting facility within the city limits of Long Beach, Mississippi, the following guidelines and regulations must be adhered to:

1. Range Master Requirement

- All individuals within the shooting facility must be accompanied by an NRA (National Rifle Association) certified range master.
- No shooting, training, or exercises may take place without the presence of an NRC certified range master.
- The range master must ensure safety protocols are followed at all times.

2. Permitted Firearms

- Only handguns calibers are permitted for use within the shooting facility.
- Long guns, rifles, shotguns, or any other firearms are strictly prohibited inside the facility.

3. Facility Security

- The shooting facility must be securely locked when not in use.
- Access should only be granted to authorized personnel and must follow appropriate access control measures to prevent unauthorized entry.

4. Operating Hours

- **Monday - Friday:** 9:00 AM to 6:00 PM
- **Saturday:** 9:00 AM to 2:00 PM
- **Sunday:** Closed
- All activities within the facility must comply with these hours of operation.

5. Future Development and Re-evaluation

- If any future development, expansion, or modification of the shooting facility is proposed, the Long Beach Fire Chief, Police Chief, and Building Official reserve the right to re-evaluate and amend these guidelines and regulations before approval of any new development.
- Any such development must undergo a thorough safety review to ensure compatibility with the existing regulations and local community standards.

Minutes of February 4, 2025
Mayor and Board of Aldermen

Alderman Frazer made motion seconded by Alderman Johnson and unanimously carried to accept the resignation of Victor Chapman and Karen Price from the Tree Board.

* * *

Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to appoint Anne Niolet, Robin Bush, Blane Sutton and Jana Montgomery to the Tree Board with a term expiring June 30, 2025.

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the following Petty Cash Increase Request for the Library:



Memo

To: Mayor George Bass, and Aldermen, City of Long Beach, MS
From: Denise Saucier, Library Director
cc: Stacey Dahl, Kini Gonsoulin
Date: 1/15/2025
Re: Reimbursement to Library change fund

The library would like to request an additional \$100.00 to be added to the existing cash fund to allow the library to maintain enough change in the safe for daily operations and to reduce the need for trips to the bank for change.

We appreciate your consideration and continued support of the library.

Respectfully,

Denise Saucier, Director

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

There came on for discussion Asphalt & Drainage, whereupon Alderman Brown discussed a need for drainage repair on Mitchell Road between Pineville Road and Lover's Lane. After further discussion, Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to authorize the purchase of the following materials in the amount of \$27,540.68 from the Road & Bridges fund to make referenced repairs with labor to be completed by Public Works:

**CITY OF LONG BEACH
Polyethylene Pipe Order Form (2024 - 2025)**

Prices from Coburn Supply Co.

	BID PRICE	QTY	TOTAL
POLYETHYLENE CULVERT PIPE BELL & SPIGOT W/RUBBER GASKET			
10"	\$9.73		\$0.00
12"	\$8.76		\$0.00
15"	\$11.62	1200	\$13,944.00
18"	\$15.42		\$0.00
24"	\$25.83		\$0.00
30"	\$37.02		\$0.00
36"	\$46.41		\$0.00
42"	\$59.78		\$0.00
48"	\$75.35		\$0.00
60"	\$129.74		\$0.00
COUPLINGS			
10"	\$13.90		\$0.00
12"	\$15.68		\$0.00
15"	\$26.12	52	\$1,358.24
18"	\$44.51		\$0.00
24"	\$62.76		\$0.00
30"	\$145.91		\$0.00
36"	\$203.01		\$0.00
42"	\$297.14		\$0.00
48"	\$348.81		\$0.00
60"	\$542.61		\$0.00
CORRUGATED POLYETHYLENE T'S			
10"	\$152.99		\$0.00
12"	\$207.36		\$0.00
15"	\$309.94	26	\$8,058.44
18"	\$434.80		\$0.00
24"	\$672.22		\$0.00
30"	\$1,356.52		\$0.00
36"	\$1,824.85		\$0.00
CORRUGATED POLYETHYLENE 22 1/2 DEGREE ELBOWS			
10"	\$59.17		\$0.00
12"	\$88.99		\$0.00
15"	\$137.96		\$0.00
18"	\$187.69		\$0.00
24"	\$407.37		\$0.00
30"	\$629.05		\$0.00
36"	\$899.63		\$0.00
CORRUGATED POLYETHYLENE 45 DEGREE ELBOWS			
10"	\$91.37		\$0.00
12"	\$183.85		\$0.00
15"	\$169.06		\$0.00
18"	\$225.25		\$0.00
24"	\$460.02		\$0.00
30"	\$716.40		\$0.00
36"	\$1,097.31		\$0.00
CORRUGATED POLYETHYLENE 90 DEGREE ELBOWS			
10"	\$94.00		\$0.00

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

**CITY OF LONG BEACH
Polyethylene Pipe Order Form (2024 - 2025)**

Prices from Coburn Supply Co.

12"	\$161.89		\$0.00
15"	\$195.10		\$0.00
18"	\$273.71		\$0.00
24"	\$541.22		\$0.00
30"	\$1,120.13		\$0.00
36"	\$1,492.44		\$0.00

CAST IRON FRAMES & GRATES TO FIT T'S			
12"	\$102.50		\$0.00
15"	\$130.00	26	\$3,380.00
18"	\$155.00		\$0.00
24"	\$245.00		\$0.00
30"	\$390.37		\$0.00
36"	\$700.50		\$0.00

HDPE FLARED END SECTIONS			
10"			\$0.00
12"	\$247.29		\$0.00
15"	\$247.29		\$0.00
18"	\$332.20		\$0.00
24"	\$426.34		\$0.00
30"			\$0.00
36"			\$0.00
Concrete for collars	\$300.00	1	\$300.00
Filter Fabric	\$500.00	1	\$500.00
		TOTAL ORDER	\$27,540.68

There came on for discussion Advertising Requirements, whereupon Alderman Frazer discussed options of on-line and social media advertising. No action was required or taken.

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Memorandum of Agreement with MDOT for Cleveland Avenue Widening, and authorize the Mayor to execute same:

STP-9081-00(004) LPA / 109857-701000
Cleveland Avenue Widening
City of Long Beach

12.06.2024 *nkj/ptk*

MEMORANDUM OF AGREEMENT

STP-9081-00(004)LPA / 109857-701000
Cleveland Avenue Widening
City of Long Beach

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "Commission"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Long Beach (hereinafter referred to as the "LPA"), for the purpose of establishing the terms under which the LPA may utilize federal funds to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the Commission has oversight responsibility and authority over funds that are available for local public agency projects pursuant to Section 65-1-8 of the Mississippi Code; and

WHEREAS, the LPA intends to develop Cleveland Avenue widening; (hereinafter referred to as the "Project"), and the Commission intends to allow the LPA access to available federal funds and manage the Project under the terms and provisions of this Memorandum of Agreement; and

WHEREAS, it is anticipated that approximately \$1,730,512.00 in Federal Funds (80% federal funds and 20% local match required) are available for the prosecution of the Project, and that the above mentioned awarded federal funds may be rescinded if they are not obligated on or before N/A, and that the above funds are subject to normal rescissions and obligational limitations; and

WHEREAS, the LPA will be responsible for all Project costs over and above the maximum amount of federal funds allocated to the Project by the Commission, and MDOT requires the LPA to provide the local share (local match) previously stated, plus any other non-participating costs; and

WHEREAS, the Commission and the LPA desire to set forth, by this Agreement, more fully, the agreements of the parties by which the Project will be developed and completed; and

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the Commission enter into this Memorandum of Agreement for the use of the currently available federal funds and any future federal funds that may be allocated to this Project, agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

- A.** The LPA hereby agrees, contracts, covenants, and binds itself to the following responsibilities, duties, terms, and conditions:
1. The LPA shall immediately designate a full-time employee of the LPA as the Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT District LPA Engineer.
 2. The LPA shall promptly follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including, but not limited to, project activation, reporting requirements for federal awards (including the single audit), consultant selection, necessary permits, environmental process, preliminary design, right-of-way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out activities.

Minutes of February 4, 2025 Mayor and Board of Aldermen

STP-9081-00(004)LPA / 109857-701000
Cleveland Avenue Widening
City of Long Beach

12.06.2024 Finalplate

3. The LPA shall submit to MDOT as-built plans in electronic files as PDF and in a format that is compatible with MicroStation, if requested, prior to MDOT acceptance. For bridge construction or rehabilitation projects or projects on routes funded by the Office of State Aid Road Construction (OSARC), the LPA must provide any requested documentation/ as-Built data requested by OSARC in the format found acceptable to OSARC. This must be done prior to MDOT acceptance.
4. The LPA shall be responsible for all maintenance and operation of the Project during and after completion so that the federal investment in the Project is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld by MDOT for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of federal funds through all available legal remedies.
5. The LPA shall follow and abide by all applicable federal requirements, specifically, but not limited to, the provisions that **prohibit** retainage being withheld from installment payments to the construction contractor.
6. The LPA agrees that if any act or omission on the part of the LPA, its consultant or its contractor(s) causes loss of federal funding from FHWA or any other source, or if any penalty is imposed by the United States of America or the State of Mississippi, by and through the Department of Environmental Quality, under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, then the LPA will be solely responsible for all additional fines, penalties or other costs that result from the acts or omissions of the LPA.
7. In compliance with State Law, the LPA shall timely pay all payments owed to contractors and consultants according to the terms of the respective contracts, and in all instances, payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold reimbursement until adequate proof of payment has been produced by the LPA.
 - A. Payments to railroads, their consultants, or contractors, for work included in the Project, may be made by MDOT directly, at its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the Project.
 - B. At its discretion, or in the event of the LPA failing to meet audit requirements, MDOT may choose to make direct partial payments to contractors from the federal funds available for the Project. Should MDOT choose this method of payment, the LPA is in no way relieved of its responsibility to pay all amounts due under its contract that are not covered by partial payments made directly by MDOT.
8. The LPA shall be solely responsible for payment of any and all funds required to complete the Project, over and above the amount of available federal funds for the Project.
9. All contracts and subcontracts shall include a provision for compliance with the Mississippi Employment Protection Act as codified in Sections 71-11-1 and 71-11-3 of the Mississippi Code of 1972, and any rules or regulations promulgated by the Commission, the Department of Employment Security, the Department of Revenue, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the

Minutes of February 4, 2025 Mayor and Board of Aldermen

STP-9081-00(004)LPA / 109857-701000
Cleveland Avenue Widening
City of Long Beach

12.06.2024 *thalerpic*

United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for the Project including press releases, materials for groundbreakings, ribbon cuttings, other public events, and any other public information or media resources by notifying MDOT's Public Affairs Division, via telephone at 601-359-7074 or by electronic mail at comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded (partially) by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the appropriate Transportation Commissioner, the Executive Director or other designee to speak at any official public ceremony for this Project.

11. The LPA agrees that the Project must follow a schedule that meets MDOT guidelines, and a failure to do so may result in the funds allocated to the Project being rescinded. If the Project funds are rescinded, then the LPA may be required to refund any amounts previously paid to the LPA by MDOT. MDOT's guidelines are derived from Title 23, United States Code, Section 102(b) and Title 23, Code of Federal Regulations, Part 630.112(c)(2).

12. The LPA will be required to submit to the District LPA Engineer monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work that has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule that will report project milestones and the target date for the LPA's request for Advertisement Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to the Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld, and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced as part of, or in conjunction with, this Project shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

16. The LPA agrees that it will require that engineering plans prepared for the construction of the Project be signed and sealed by the professional engineer assigned to the Project by the consulting engineering firm, or the LPA. Further, the LPA agrees that it is solely

Minutes of February 4, 2025 Mayor and Board of Aldermen

STP-9081-00(004)I.PA / 109857-701000
Cleveland Avenue Widening
City of Long Beach

12.06.2024 11:46:01 AM

responsible for errors and omissions that occur during Project development or during construction, regardless of any review or oversight activity on the part of the Commission or MDOT.

17. The LPA agrees that once construction of the Project has commenced, the LPA is responsible for the Project being completed according to the plans, specifications, addenda, or supplemental agreement, as amended. The LPA acknowledges and agrees that this responsibility continues after the federal funds provided through MDOT are exhausted and the provisions of paragraph 7 B (page 2) will no longer apply.

18. On or before October 31 of each year from the date of this agreement until the Project is completed, the LPA must provide a report to MDOT as required by as required by code section 27-104-351 of the Mississippi Code of 1972, detailing the expenditures of state funds and the intended expenditures of state funds not spent.

19. Upon completion of projects containing bridge construction or rehabilitation, a National Bridge Inspection Standards (NBIS) compliant inspection shall be made to fully document the as-built condition of the bridge. The findings of the inspection shall be documented in an inspection report and submitted via AssetWise.

20. A load rating shall be performed to document the live load carrying capacity of each bridge after the project or projects are complete. The load rating calculations and results shall be submitted via AssetWise.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with Commission and FHWA approval.

2. Approve permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of constructing the proposed transportation improvements. The Commission may enter into an appropriate agreement in its discretion.

3. Work with the LPA, through the District LPA Engineer, during the various phases of the work with the goal of producing a project that will be acceptable to the Commission upon completion.

4. Review all submittals in a timely manner, in accordance with the PDM, to allow the Project to progress in an orderly fashion. The review and oversight conducted by the Commission does not relieve the LPA from its full responsibility for the proper design and construction of the Project.

5. During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimbursement.

6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

7. At its discretion, make payments for services rendered during the preliminary engineering phase of the project to the LPA's selected Consultant(s). The payments made shall come from the federal funds obligated and will follow MDOT's direct payment procedures.

Minutes of February 4, 2025 Mayor and Board of Aldermen

STP-9081-00(104) LPA / 109857-701000
Cleveland Avenue Widening
City of Long Beach

12.06.2024 (Initials)

8. At its discretion, make payments to the Contractor and the LPA's selected Consultant(s) during the construction phase from the Federal funds obligated. The payments made shall come from the federal funds obligated and will follow MDOT's direct payment procedures.

ARTICLE II. GENERAL PROVISIONS

A. The Commission shall have the right to audit all accounts associated with the Project, and should there be any overpayment by the Commission to the LPA, the LPA agrees to refund any such overpayment within thirty (30) days of written notification. Should the LPA fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA, shall not, however, cancel any contract made by the LPA that is to further the purpose of this agreement and that is underway at the time of termination. Any construction contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total, legal and financial responsibility for any such contract. Additionally, funds may be suspended or terminated under the provisions of Section F of this Article.

C. It is understood that this is a Memorandum of Agreement and that more specific requirements for the development and construction of the transportation improvement Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, the MDOT LPA Project Development Manual, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOA, the Commission reserves the right to refuse to obligate funds for the Project.

E. The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the Standard Specifications for Road and Bridge Construction, latest edition, or the latest online LPA Project Development Manual.

F. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors, or subcontractors to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the Project and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement for all work satisfactorily completed during the forty-five day period.

G. In the event that circumstances call for MDOT to expend staff time and/or other resources to address issues on the Project, then MDOT may charge time to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

Minutes of February 4, 2025 Mayor and Board of Aldermen

STP-9081-00(004)LPA / 109857-701000
Cleveland Avenue Widening
City of Long Beach

12.06.2024 thulepoc

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this Agreement with regard to notice, the following individuals are designated as agents for the respective parties hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
George Bass, Mayor
City of Long Beach
P.O. Box 929
Long Beach, MS 39560
Phone: (228) 863-1556
Fax: (228) 865-0822

For Technical Matters:

COMMISSION:
District LPA Engineer – District Six
MDOT
16499-B Hwy 49
Saucier, MS 39574
Phone: (228) 832-0682
Fax: (228) 831-0681

LPA:
Kini Gonsoulin, Comptroller
City of Long Beach
P.O. Box 929
Long Beach, MS 39560
Phone: (228) 863-1556
Fax: (228) 865-0822

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the Commission is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the Commission, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The Commission executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the Commission and the LPA shall be directed to the designated agent shown above in Article III.

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

STP-9081-00(004)LPA / 109857-701000
Cleveland Avenue Widening
City of Long Beach

12.06.2024 11:46:41 AM

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, or omissions of the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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Minutes of February 4, 2025
Mayor and Board of Aldermen

STP-9081-00(004)I.PA / 109857-701000
Cleveland Avenue Widening
City of Long Beach

12.06.2024 thalopik

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Agreement.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.


So agreed this the 4th day of February, 2025.

City of Long Beach



George Bass, Mayor

Attested:



(Appropriate clerk etc)

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director


Bradley R. White
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

Alderman Brown made motion seconded by Alderman Johnson and unanimously carried to table Sponsorship Request from Jeepin The Coast for JTC 2025 until the next meeting on Tuesday, February 18, 2025, due to an upcoming meeting with the Jeepin' The Coast representatives.

Minutes of February 4, 2025 Mayor and Board of Aldermen

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Business Service Agreement with Sparklight for filtering and firewall services at the Library, and authorize the Mayor to execute same:

		Business Service Agreement	
		Date: 1/17/2025, 4:44 PM	
Sparklight Business Account Rep:	Michael Huey	Sparklight System Address:	
Phone Number:	(256) 591-6577	210 E Earll Drive	
Fax Number:		Phoenix, AZ 85012	
Customer Information		Authorized Customer Representative	
Company Name:	LONG BEACH PUBLIC LIBRARY	Full Name:	Denise Saucier
Street Address:	209 JEFF DAVIS AVE	Billing Telephone:	(228) 863-0711
City/State/Zip:	LONG BEACH, MS, 39560-6136	Fax:	(228) 863-8511
Billing Address:	209 Jeff Davis Ave	Contact Number:	(228) 863-0711
City/State/Zip:	Long Beach, MS 39560	Email:	dsaucier@longbeach.lib.ms.us
Sparklight Account#	106686884		

Taxes and Fees Not Included

Service

Service Description	Quantity
Business Internet 150	1
1 Static IP	1
Installation Charge(May Include Construction):	\$0.00
Term (In Months):	36
Total:	\$177.02

This managed service is added to existing contract that started 7/1/24 and does NOT extend the term of that agreement.

Equipment

Description	Quantity	Unit Price	Total Fee
Modem Lease	1	\$10.99	\$10.99

Managed Service

Description	Quantity	Total Fee
Managed Security Series 50	1	\$99.99
Installation Fee	1	\$110.00

Agreement

THE SERVICE CHARGES AND FEES TOTAL \$177.02 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITTED BY LAW.

Minutes of February 4, 2025
Mayor and Board of Aldermen

By signing below, Customer represents and warrants to Sparklight that Customer has the authority to execute, deliver, and agrees to be bound by and comply with the terms of this Business Services Agreement and the General Terms and Conditions available at <https://business.sparklight.com/legal/general-terms>, which are incorporated herein by this reference (the "General Terms"). THE GENERAL TERMS INCLUDE AN ARBITRATION SECTION, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE BUSINESS SERVICES AGREEMENT THROUGH ARBITRATION, AND BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP CERTAIN RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY. Sparklight may accept this Business Services Agreement by (a) countersigning below; or (b) commencing to deliver the Service(s) specified in this Business Services Agreement.



Customer Authorized Signature

George C. Bass
Name (Print)

2/4/25
Date

Minutes of February 4, 2025 Mayor and Board of Aldermen

Based on the following recommendation from City Clerk Stacey Dahl, Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to award the City's weekly newspaper advertising to The Gazebo Gazette:

City of Long Beach



January 31, 2025

RE: NOTICE TO QUALIFIED NEWSPAPERS

REF: § 21-39-3. Publishing contracts

In municipalities in which there is more than one newspaper qualified to publish legal notices, the governing authorities of such municipality shall enter into a contract for the publication of its proceedings, ordinances, resolutions, and other notices required to be published *only after inviting competitive bids from such newspapers*. Such contracts shall be let to the lowest bidder among them for a period of **not more than twelve months from the date of such contract**. It shall not be necessary, however, that the governing authorities of such municipality advertise its intention to accept such competitive bids but it shall be sufficient if notice thereof in writing be given to all of such newspapers by mail or delivery at least five days prior to the date on which said bids will be received, which said notice shall specify the date on which such bids will be received.

Mayor and Board of Aldermen:

In accordance with the above referenced State Statute, notice for competitive bids was published on January 10, 2025 and January 17, 2025. Bids were opened on January 31, 2025, at 9:00 a.m.

One bid was received as follows:

The Gazebo Gazette LLC
P.O. Box 767
Pass Christian, MS 39571
\$.12 per word for all legal and public notice
Digital presence through newspaper website and social media

Based on the aforesaid bid, I recommend contracting The Gazebo Gazette as the City's weekly advertising agent and any other newspapers in which legal advertisements are required other than weekly.

Thank you,

Stacey Dahl, City Clerk

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

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

Alderman Johnson made motion seconded by Alderman McCaffrey and unanimously carried to ratify the following Resolution originally approved through e-mail vote on Monday, February 3, 2025:

There came on for consideration by the Board of Aldermen and Mayor of the City of Long Beach, the following Resolution, which was reduced to writing and presented for reading and examination:

A RESOLUTION OF THE CITY OF LONG BEACH, (the CITY) IN OPPOSITION TO
SENATE BILL 2381 AND HOUSE BILL 1480

WHEREAS, the CITY OF LONG BEACH (the CITY) owns certain fee simple interest in real property located within the City of Long Beach Small Craft Harbor, and is the Lessee of Public Trust Tidelands including, surface lands, submerged lands and fastlands from the State of Mississippi by and through the Tidelands Trustee, Mississippi Secretary of State; and

WHEREAS, the property is a municipal harbor consisting of commercial properties operating pursuant to lease from the City, docks, piers, boat launch ramps, fuel facilities, fishing, recreational space, parking space, all for public use and benefit; and

WHEREAS, the City through its governing board is authorized to promote development of, and exercise control over its municipal harbor; and

WHEREAS, Senate Bill 2381 and House Bill 1480 divest and infringes upon the City's rights, specifically granted by the legislature, of management and control of its municipal harbor in favor of the Secretary of State; and

WHEREAS, Senate Bill 2381 and House Bill 1480 would prohibit lawful gaming operations in the City of Long Beach, and infringe upon the city's rights to engage in commerce; and

WHEREAS, said legislation is in direct conflict with legislative intent in the passage of the Gaming Control Act of 1990; and

NOW, THEREFORE, BE IT HEREBY RESOLVED AND ORDERED by the Mayor and Board of Aldermen of the City of Long Beach, as follows:

SECTION 1. That the City is opposed to the passage of Senate Bill 2381 and House Bill 1480, as amended,

SECTION 2. That the passage of said legislation is contrary to the intent of the legislature and divest the City of its legal right to manage and control development of its municipal harbor, and vest total control in the Secretary of State.

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

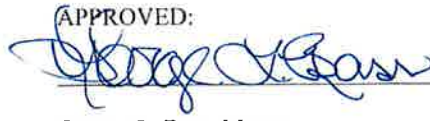
SECTION 3. That the proposed legislation infringes upon the City's right to engage in commerce in violation of law and is inconsistent with recent Mississippi Supreme Court precedent.

Alderman McGoey made motion seconded by Alderman Frazer to adopt the foregoing Resolution. The question being put to a roll call vote, the result was as follows:

Alderman Bennett	voted	Aye
Alderman McGoey	voted	Aye
Alderman Frazer	voted	Aye
Alderman McCaffrey	voted	Aye
Alderman Johnson	voted	Aye
Alderman Brown	voted	Aye
Alderman Parker	voted	Aye

This motion having received the unanimous vote of all the aldermen present and voting, the Mayor declared the motion carried and motion adopted.

This the 3rd day of February, 2025.

APPROVED:

George L. Bass, Mayor

ATTEST:


Stacey Dahl, City Clerk

Mayor Bass announced the Railroad Crossing project would begin March 3, 2025 and a groundbreaking for the Gateway project would be happening soon.

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman Johnson and unanimously carried to spread in the minutes of this meeting the following fully executed Amendment to Public Trust Tidelands Lease with Mississippi Secretary of State:

DO NOT WRITE ABOVE THIS SPACE	
<p>Document Prepared by Office of the Secretary of State Raymond D. Carter Assistant Secretary of State for the Gulf Coast 1141 Bayview Avenue Suite 120 Biloxi, MS 39530 (228) 432-0541</p> <p><input type="checkbox"/> Not a Mississippi Attorney <input checked="" type="checkbox"/> Mississippi Attorney Bar No. 8444</p>	<p>Return Original Document to Office of the Secretary of State 1141 Bayview Avenue Suite 120 Biloxi, MS 39530 (228) 432-0541</p> <p><i>If left blank, original document will be returned to document preparer.</i></p>
<p>AMENDMENT TO PUBLIC TRUST TIDELANDS LEASE</p> <p>CITY OF LONG BEACH, MISSISSIPPI (Long Beach Small Craft Harbor Renovations, Long Beach, Harrison County, MS) (Bulkheads, Channel Markers, Boat Ramps/Launches, Piers, Docking, Public Facilities, Parking Lot, & Signage)</p>	
<p>Lessor</p> <p>State of Mississippi c/o Secretary of State Public Lands Division Post Office Box 136 Jackson, Mississippi 39205-0136 (601) 359-1350</p>	<p>Lessee</p> <p>City of Long Beach, Mississippi By the City Council c/o Mayor, City of Long Beach, Mississippi Post Office Box 929 Long Beach, Mississippi 39560 (228) 863-1556</p>
<p>Indexing Instructions</p> <p>Section 13, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi.</p> <p>Also, note on marginal reference on Public Trust Tidelands Lease recorded as Instrument 2011 5510 D – J1 Filed/Recorded 8/31/2011 12:42 N.</p>	
<p><small>This document contains 22 pages with the cover page(s) included as an integral part of the document. If there is not enough space for all required information on this page, continue to the next page.</small></p>	

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

**AMENDMENT TO PUBLIC TRUST TIDELANDS LEASE
CITY OF LONG BEACH, MISSISSIPPI
(Long Beach Small Craft Harbor Renovations, Long Beach, Harrison County, MS)
(Bulkheads, Channel Markers, Boat Ramps/Launches, Piers,
Docking, Public Facilities, Parking Lot, & Signage)**

THIS AGREEMENT is made and entered into this the 1st day of December 2024, by and between:

THE STATE OF MISSISSIPPI, by and through the
Secretary of State
Public Lands Division
125 S. Congress Street
Suite 1600
Jackson, Mississippi 39201
Telephone: (601) 359-1350

with approval of the Governor

("STATE" or "LESSOR")

And

CITY OF LONG BEACH, MISSISSIPPI
By the City Council
c/o Mayor, City of Long Beach, Mississippi
Post Office Box 929
Long Beach, Mississippi 39560
Telephone: (228) 863-1556

"LESSEE"

RECITALS

WHEREAS, under date of May 18, 2011, a Public Trust Tideland Lease (LEASE) was executed by and between the SECRETARY OF STATE, as LESSOR, with approval of the GOVERNOR, for and on behalf of the STATE OF MISSISSIPPI, and CITY OF LONG BEACH, MISSISSIPPI, as LESSEE; and

WHEREAS, said LEASE, Instrument 2011 5510 D - J1, Filed/Recorded 8/31/2011 12:42 N (26 pages), in the Land Records of the Chancery Clerk of the 1st Judicial District of Harrison County, Mississippi, covered certain submerged lands, fastlands, and tidelands (LEASE PREMISES) situated in Harrison County, Mississippi; and

WHEREAS, the LEASE PREMISES described and illustrated in the LEASE consisted of submerged lands containing 13.65 acres, more or less and Fastlands containing 6.05 acres, more or less for a total of 19.70 acres, more or less of Public Trust Tidelands, and

WHEREAS, LESSEE submitted plans for additions and improvements to the West parking area of Long Beach Harbor via signage, landscaping, and monumentation along with the repair of the inner harbor bulkhead, perimeter bulkhead of the southern quay area, and the channel markers of

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

the entrance channel and the LESSEE desires to amend the LEASE to include this additional area; and

WHEREAS, the modification will require an increase in the size of the LEASE PREMISES to a total of 1,409,801.976 square feet (32.3646 acres) more or less; and

WHEREAS, LESSOR and LESSEE execute this AMENDED LEASE to add additional area to the LEASE PREMISES as requested to facilitate the interest of the STATE OF MISSISSIPPI, and the CITY OF LONG BEACH, MISSISSIPPI; now

THEREFORE, in consideration of the premises and the acknowledged mutual benefits to LESSOR and LESSEE, the LESSOR and LESSEE do hereby agree the Public Trust Tidelands Lease entered May 18, 2011, between the STATE OF MISSISSIPPI and the CITY OF LONG BEACH, MISSISSIPPI is hereby amended as follows.

WITNESSETH:

PURSUANT to the authority of Miss. Code Ann. §29-1-107 (as amended), and §29-15-13 (as amended) STATE hereby leases to City of Long Beach, Mississippi, and City of Long Beach, Mississippi does hereby lease the following described submerged lands, fastlands, or tidelands, hereinafter referred to as LEASE PREMISES, to-wit:

PARCEL A (Submerged lands and Tidelands): All of the submerged lands and Tidelands as described in Exhibit "1," attached to this AMENDED LEASE.

PARCEL B (Fastlands): All of the fastlands as described in Exhibit "1," attached to this AMENDED LEASE.

PARCEL C (Submerged Water Bottoms): All of the submerged water bottoms as described in Exhibit "2," attached to this AMENDED LEASE.

PARCEL D (Fastlands): All of the fastlands as described in Exhibit "3," attached to this AMENDED LEASE.

Paragraph 1 is amended to read:

1. TERM.

1.1 The PRIMARY TERM of this lease shall be for forty (40) years, beginning on the 1st day of December 2024, and terminating on the 30th day of November 2064.

1.2 At the expiration of the PRIMARY TERM, LESSEE shall have the right to extend AMENDED LEASE for a SECONDARY TERM of an additional twenty-five (25) years.

1.3 At the expiration of the SECONDARY TERM, LESSEE shall have the prior right, exclusive of all others to re-lease LEASE PREMISES subject to terms and provisions

Minutes of February 4, 2025 Mayor and Board of Aldermen

consistent with this AMENDED LEASE, or as may then be agreed upon by STATE and LESSEE.

Paragraph 2.1 (a) is amended to read:

2.1 It is specifically agreed that the LESSEE will use LEASE PREMISES only for the purposes of:

(a) a City Harbor (HARBOR USE) consisting of municipal harbor and marina; boat slips for recreational and commercial boating, for recreational and commercial fishing; (provided no commercial boat shall exceed sixty (60) feet in length) and for harbor infrastructure, to include parks, green space, wharfs, piers, docks, boat slips, parking areas, boat launches, channels and related markers, signage, lights, and other channel related items, and access road, all of which serve a higher public purpose of promoting the public access to and public use of the public trust tidelands and submerged; and

Paragraph 21 is amended to read:

21. NOTICE.

21.1 (a) All notifications or submissions required under the terms of this LEASE shall be made by U.S. Mail or by rapid delivery courier service to the parties at the following addresses:

Secretary of State:

Assistant Secretary of State
Public Lands Division

(By U. S. Mail)
Post Office Box 136
Jackson, Mississippi 39205-0136
(By courier)
401 Mississippi Street
Jackson, MS 39201
Telephone: (601) 359-1350
Facsimile: (601) 359-1461

City of Long Beach

Attention: Mayor

(By U.S. Mail)
Post Office Box 929
Long Beach, Mississippi 39560
(By courier)
201 Jeff Davis Avenue
Long Beach, Mississippi 39560
Telephone: 228-863-1556

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

(b) Notices shall be effective upon receipt by the receiving party. Upon written request, LESSOR and LESSEE agree that they will promptly acknowledge in writing to the other receipt of any notice received pursuant to any provision of this LEASE.

21.2 LESSOR or LESSEE may change the identity of the party designated to receive notices under this LEASE by delivering, in the manner provided in Paragraph 21, notification of such change. The notice of change in party designated to receive notice shall clearly state the name, title or office, address for U.S. Mail delivery and address for courier delivery, telephone number and facsimile number of the new party designated to receive notices under this LEASE. Neither LESSOR nor LESSEE shall be entitled to designate, at any one time, more than one party to receive notices under this LEASE. Any such notice of change in the party designated to receive notice under this LEASE shall be effective upon receipt of such notice.

Paragraph 25.3 is amended to read:

25.3 LEASE shall mean that lease agreement made and entered May 18, 2011, by and between the State of Mississippi, by the Secretary of State, with the approval of the Governor, and the City of Long Beach and Long Beach Port Commission, effective January 1, 2010, for certain surface lands, submerged lands or tidelands referred to as LEASE PREMISES and filed /recorded August 31, 2011 (first two pages attached as Exhibit 5)..

Paragraph 25.4 is amended to read:

25.4 LEASE PREMISES shall mean those submerged lands and fast lands constituting the Long Beach Harbor and adjacent lands, the described property being 1,409,801.976 square feet or 32.3646 acres, more or less, described in:

PARCEL A (Submerged lands and Tidelands) described in Exhibit "1," attached to this AMENDED LEASE.

PARCEL B (Fastlands) described in Exhibit "1," attached to this AMENDED LEASE.

PARCEL C (Submerged Water Bottoms) described in Exhibit "2," attached to this AMENDED LEASE.

PARCEL D (Fastlands) described in Exhibit "3," attached to this AMENDED LEASE, all situated along the south side of the toe of the seawall located south of US Highway 90 in the vicinity of located within Section 13, Township 7 South, Range 13 West, City of Long Beach, First Judicial District of Harrison County, Mississippi.

Paragraph 25.6 is amended to read:

25.6 LESSEE shall mean City of Long Beach, Mississippi

Remainder of page intentionally left blank: signatures begin next page 6.

Minutes of February 4, 2025
Mayor and Board of Aldermen

IN WITNESS WHEREOF, this AMENDED LEASE is executed by LESSEE, this the 3 day of Dec, 2024.

LESSEE:
CITY OF LONG BEACH,
MISSISSIPPI

By: *George L. Bass*
Print Name: GEORGE L. BASS
Title: MAYOR

STATE OF MISSISSIPPI
COUNTY OF Harrison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this 3 day of Dec, 2024, within my jurisdiction the within named George L. Bass, personally known to me to be the Mayor of the CITY OF LONG BEACH, MISSISSIPPI, who acknowledged that he/she executed the above and foregoing LEASE AMENDMENT as the act and deed of said Agency, on the date and for the purposes therein stated, being first duly authorized to so do.

Stacy Dahl
NOTARY PUBLIC

My Commission Expires:
12/5/27



Minutes of February 4, 2025
Mayor and Board of Aldermen

IN WITNESS WHEREOF, this AMENDED LEASE is executed by LESSOR, this the 6th day of January, 2025.

LESSOR:
STATE OF MISSISSIPPI

BY: Michael D. Watson, Jr.
MICHAEL D. WATSON, JR.
Secretary of State
State of Mississippi

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this 6th day of January, 2025, within my jurisdiction the within named MICHAEL D. WATSON, JR., personally known to me to be the SECRETARY OF STATE of the STATE OF MISSISSIPPI, who acknowledged that he executed the above and foregoing LEASE AMENDMENT as the act and deed of said SECRETARY OF STATE for and on behalf of the STATE OF MISSISSIPPI, on the date and for the purposes therein stated, being first duly authorized to so do.



Mary Madeline Timbs
NOTARY PUBLIC

My Commission Expires:
Jan. 23, 2028

APPROVED BY THE GOVERNOR of the State of Mississippi on the 6th day of January, 2025.

Tate Reeves
TATE REEVES
Governor

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this 9th day of January, 2025, within my jurisdiction the within named TATE REEVES, personally known to me to be the GOVERNOR of the STATE OF MISSISSIPPI, who acknowledged that he executed the above and foregoing LEASE AMENDMENT as the act and deed of said GOVERNOR for and on behalf of the STATE OF MISSISSIPPI, on the date and for the purposes therein stated, being first duly authorized to so do.



Bonnie Nelson
NOTARY PUBLIC

My Commission Expires:
7/31/2028

2412038-S044

City of Long Beach - Harbor Amendment

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

**AMENDMENT TO PUBLIC TRUST TIDELANDS LEASE
CITY OF LONG BEACH, MISSISSIPPI
(Long Beach Small Craft Harbor Renovations, Long Beach, Harrison County, MS)
(Bulkheads, Channel Markers, Boat Ramps/Launches, Piers,
Docking, Public Facilities, Parking Lot, & Signage)**

Exhibit "1" (3 pages)
(Original Lease Premises)

Minutes of February 4, 2025
Mayor and Board of Aldermen

PUBLIC TRUST TIDELANDS LEASE AGREEMENT
TO CITY OF LONG BEACH, MISSISSIPPI

(Long Beach Small Craft Harbor)

EXHIBIT 2-A

PARCEL A (Submerged Lands and Tidelands):

All of the bottom lands, submerged lands and tidelands situated and being located within the confines of the Long Beach Harbor, as the same exists as of the date of this lease, and being part of the Charles Asmard Claim, Section 13, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

By agreement of the LESSOR and LESSEE, this exhibit shall be supplemented and amended with a legal description and survey when obtained.

AMENDED PUBLIC TRUST TIDELANDS LEASE
CITY OF LONG BEACH, MISSISSIPPI
(Long Beach Small Craft Harbor Renovations,
Long Beach, Harrison County, MS)
Exhibit "1" (Page 1 of 3)

9

Minutes of February 4, 2025
Mayor and Board of Aldermen

PUBLIC TRUST TIDELANDS LEASE AGREEMENT
TO CITY OF LONG BEACH, MISSISSIPPI

(Long Beach Small Craft Harbor)

EXHIBIT 2-B

PARCEL B (Fast Lands):

The following described uplands and fast lands located within the confines of the Long Beach Harbor as the same exists as of the date of this lease, being part of the Charles Asmard Claim Section 13, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi, to-wit:

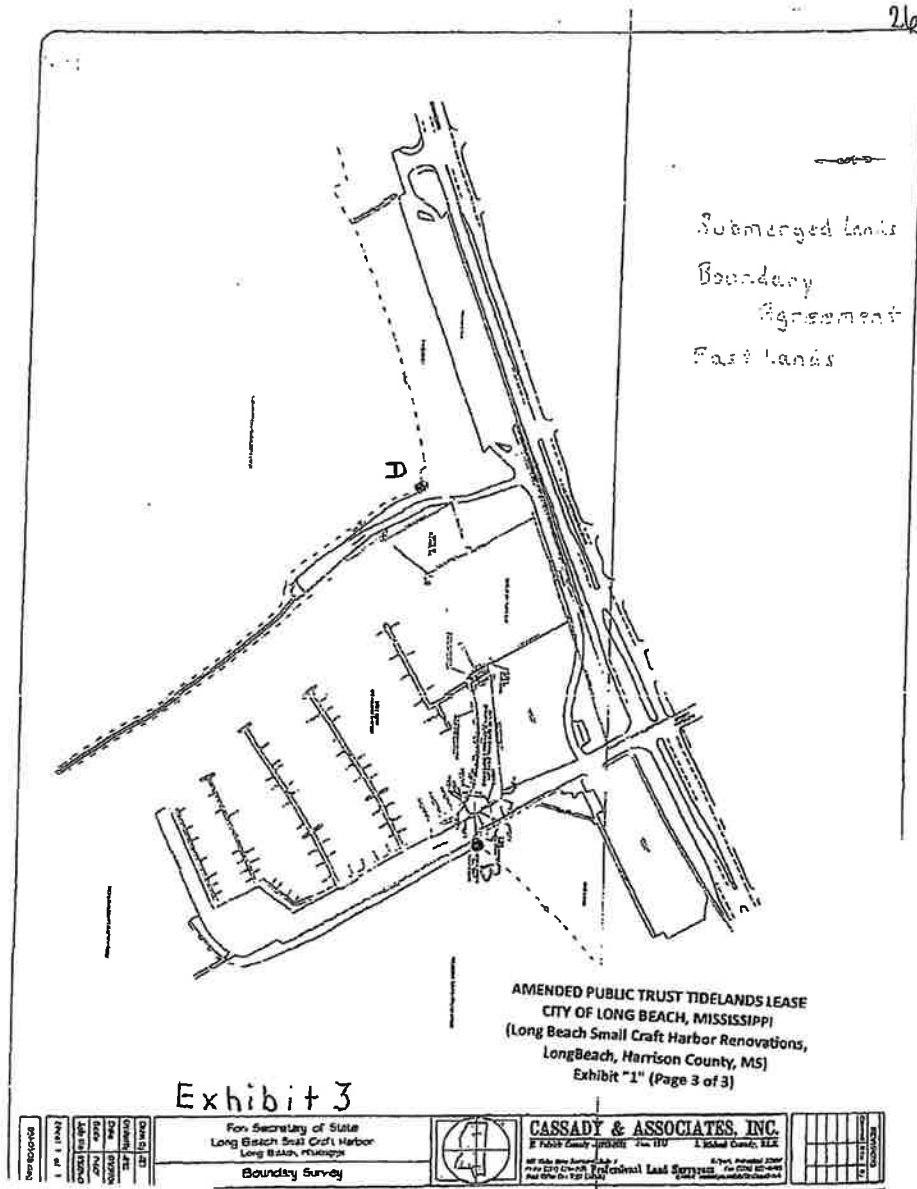
Generally, the fast lands are those lands south of the toe of the seawall and Highway 90; west of the eastern boundary of the Cleveland Avenue extension south of Highway 90; east of a line extended north from the mean high water mark running north and south along the western side of the jetty extending south of South Burke Avenue; and north of the north boundary of the Boundary Agreement between the LESSOR and LESSEE as depicted on Exhibit 3 as the line between Point "A" and Point "B"; all as depicted on Exhibit 3.

By agreement of the LESSOR and LESSEE, this exhibit shall be supplemented and amended with a legal description and survey when obtained.

AMENDED PUBLIC TRUST TIDELANDS LEASE
CITY OF LONG BEACH, MISSISSIPPI
(Long Beach Small Craft Harbor Renovations,
Long Beach, Harrison County, MS)
Exhibit "1" (Page 2 of 3)

10

Minutes of February 4, 2025
Mayor and Board of Aldermen

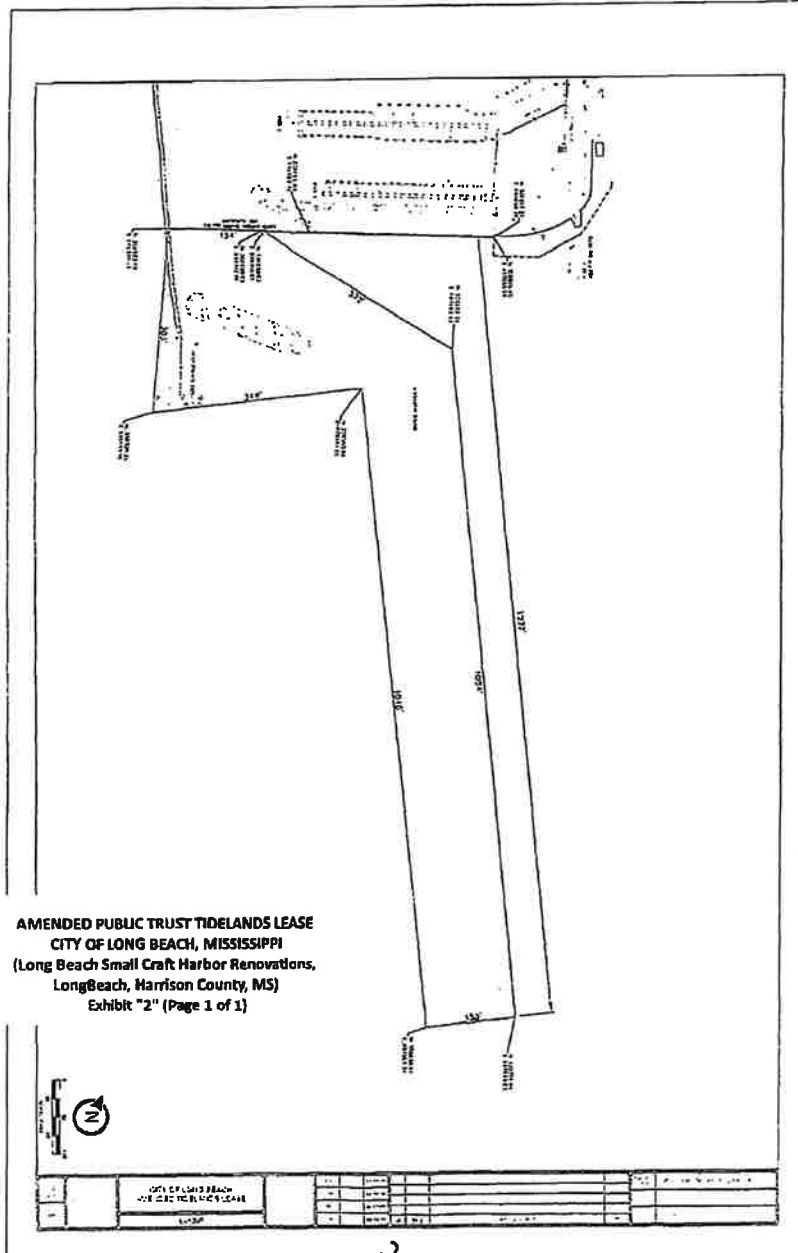


**Minutes of February 4, 2025
Mayor and Board of Aldermen**

**AMENDMENT TO PUBLIC TRUST TIDELANDS LEASE
CITY OF LONG BEACH, MISSISSIPPI
(Long Beach Small Craft Harbor Renovations, Long Beach, Harrison County, MS)
(Bulkheads, Channel Markers, Boat Ramps/Launches, Piers,
Docking, Public Facilities, Parking Lot, & Signage)**

Exhibit "2" (1 page)
(Areas 1 & 2 Expansion Layout of Lease Area Provided by LESSEE)

Minutes of February 4, 2025
Mayor and Board of Aldermen



13

Minutes of February 4, 2025
Mayor and Board of Aldermen

AMENDED PUBLIC TRUST TIDELANDS LEASE
CITY OF LONG BEACH, MISSISSIPPI
(Long Beach Small Craft Harbor Renovations, Long Beach, Harrison County, MS)
(Bulkheads, Channel Markers, Boat Ramps/Launches, Piers,
Docking, Public Facilities, Parking Lot, & Signage)

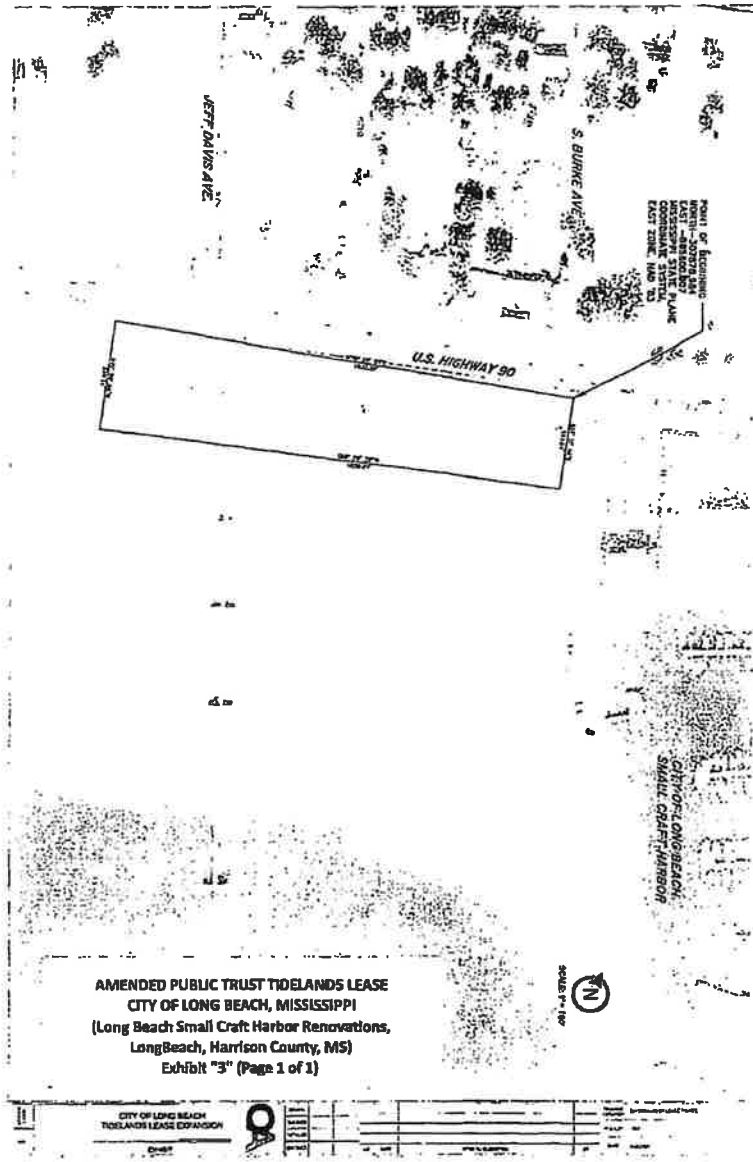
Exhibit "3" (1 page)
(Area 3 Expansion Layout of Lease Area Provided by LESSEE)

10/27/2023-SOS

14
19

City of Long Beach - Harbor Amendment

Minutes of February 4, 2025
Mayor and Board of Aldermen

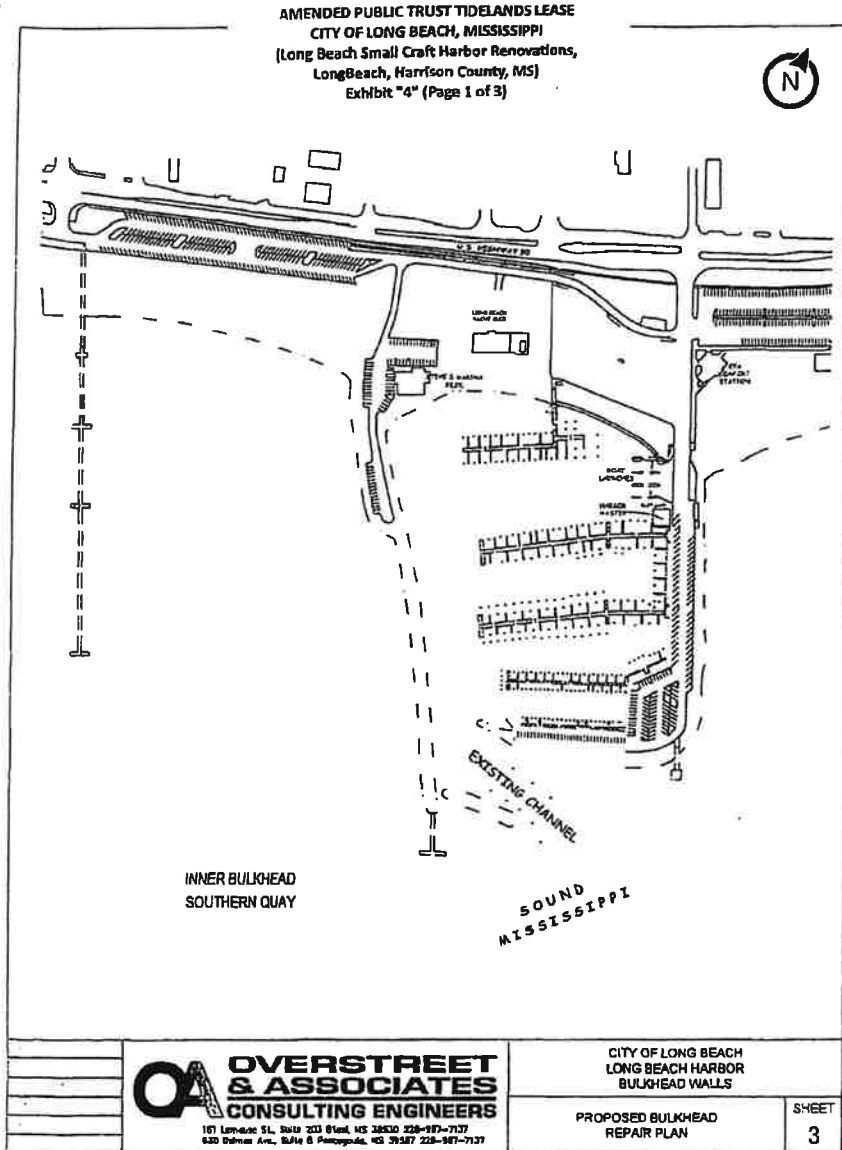


**Minutes of February 4, 2025
Mayor and Board of Aldermen**

**AMENDMENT TO PUBLIC TRUST TIDELANDS LEASE
CITY OF LONG BEACH, MISSISSIPPI
(Long Beach Small Craft Harbor Renovations, Long Beach, Harrison County, MS)
(Bulkheads, Channel Markers, Boat Ramps/Launches, Piers,
Docking, Public Facilities, Parking Lot, & Signage)**

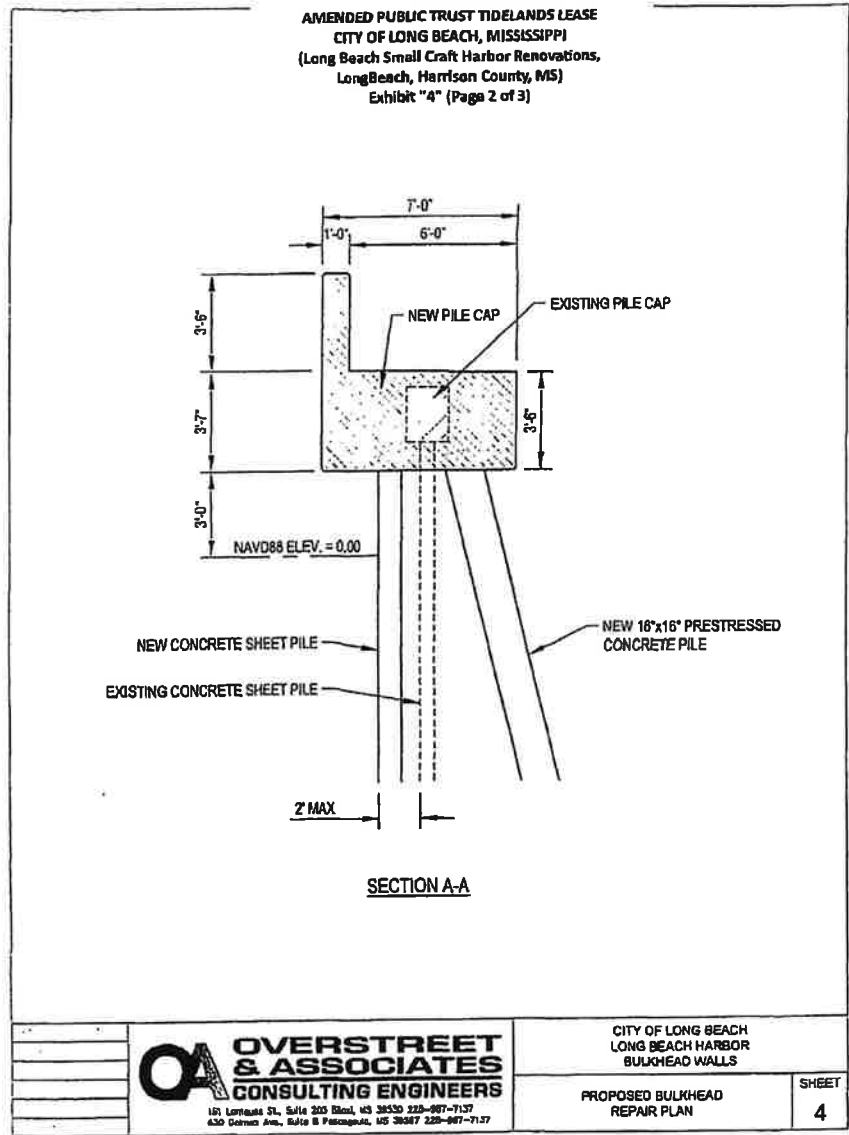
Exhibit "4" (3 pages)
(Proposed Bulkhead Repair Plan for Long Beach Harbor Bulkhead
Walls, Dated June 14, 2023, prepared by Overstreet & Associates
Consulting Engineers, of Lease Area Provided by LESSEE)

Minutes of February 4, 2025
Mayor and Board of Aldermen



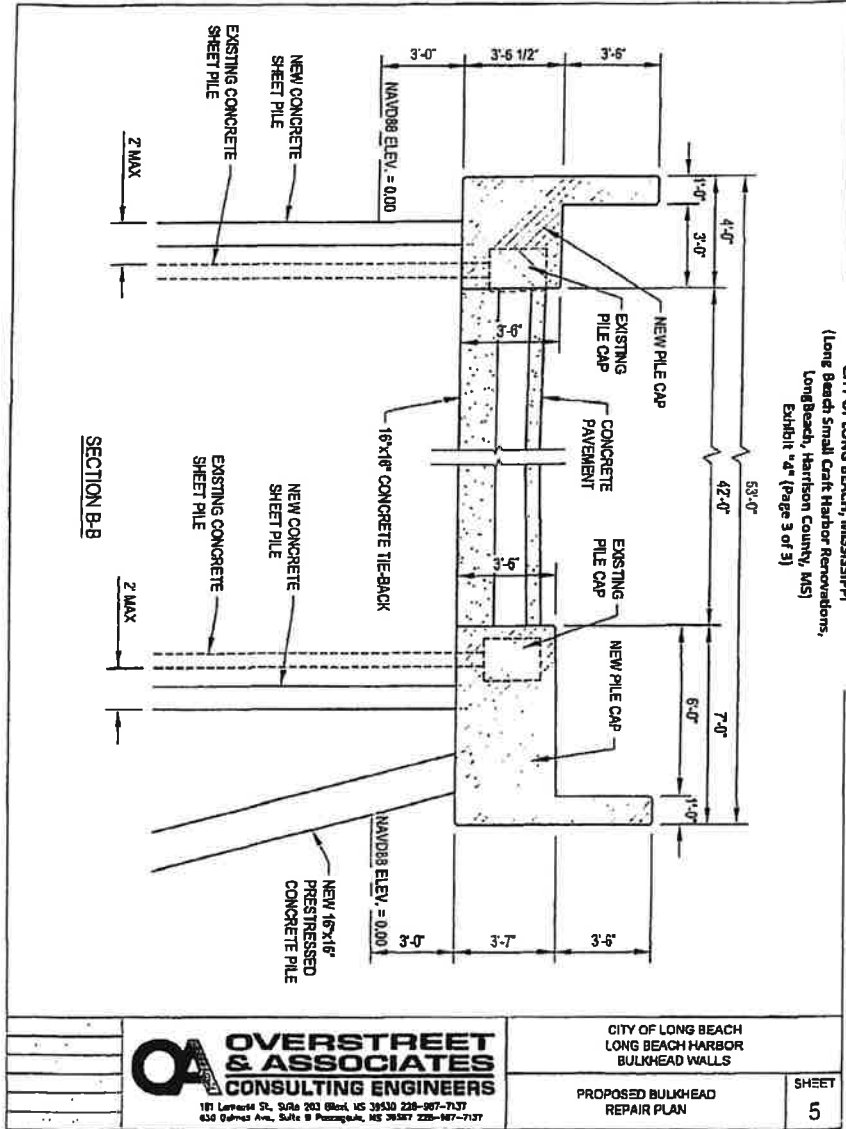
17

Minutes of February 4, 2025 Mayor and Board of Aldermen



18

Minutes of February 4, 2025
 Mayor and Board of Aldermen



AMENDED PUBLIC TRUST TIDELANDS LEASE
 CITY OF LONG BEACH, MISSISSIPPI
 (Long Beach Small Craft Harbor Renovations,
 Long Beach, Harrison County, MS)
 Exhibit "A" (Page 3 of 3)

19

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

**AMENDMENT TO PUBLIC TRUST TIDELANDS LEASE
CITY OF LONG BEACH, MISSISSIPPI
(Long Beach Small Craft Harbor Renovations, Long Beach, Harrison County, MS)
(Bulkheads, Channel Markers, Boat Ramps/Launches, Piers,
Docking, Public Facilities, Parking Lot, & Signage)**

Exhibit "5" (Page 1 and 2 of Lease)
(Public Trust Tidelands Lease – Instrument No. 2011 5510 D – J1)
(Filed/Recorded 08/31/2011 12:42 N)

Minutes of February 4, 2025
 Mayor and Board of Aldermen

SCANNED



J. Smith 1st Judicial District
 Instrument 2011 5510 D - J1
 Filed/Recorded 8/31/2011 12:42 H
 Total Fees \$ 23.00
 28 Pages Recorded

DO NOT WRITE ABOVE THIS SPACE	
<p>Document Prepared by</p> <p>Office of the Secretary of State Raymond D. Carter, Public Lands Attorney Post Office Box 97 Gulfport, MS 39502 (228) 864-0254</p> <p><input type="checkbox"/> Not a Mississippi Attorney <input checked="" type="checkbox"/> Mississippi Attorney Bar No. <u>8444</u></p>	<p>Return Original Document to</p> <p>Office of the Secretary of State Post Office Box 97 Gulfport, MS 39502 (228) 864-0254</p> <p><i>If left blank, original document will be returned to document preparer.</i></p>
<p>PUBLIC TRUST TIDELANDS LEASE CITY OF LONG BEACH, MISSISSIPPI (Long Beach Harbor)</p>	
<p>Lessor</p> <p>State of Mississippi c/o Secretary of State Public Lands Division Post Office Box 136 Jackson, Mississippi 39205-0136 (601) 359-6373</p>	<p>Lessee</p> <p>City of Long Beach, Mississippi Post Office Box 929 Long Beach, Mississippi 39560 (228) 863-1556</p>
<p>Indexing Instructions</p> <p>Charles Asnard Claim Section 13, Township 8 South, Range 12 West, First Judicial District of Harrison County, MS</p>	
<p>This document contains <u>26</u> pages with the cover page(s) included as an integral part of the document. If there is not enough space for all required information on this page, continue to the next page.</p>	

21

Minutes of February 4, 2025
Mayor and Board of Aldermen

2

PREPARED BY:
Secretary of State
Post Office Box 97
Gulfport, MS 39502
(228) 864-0254

RETURN TO:
Secretary of State
Post Office Box 97
Gulfport, MS 39502
(228) 864-0254

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PUBLIC TRUST TIDELANDS LEASE AGREEMENT
TO CITY OF LONG BEACH, MISSISSIPPI

(Long Beach Harbor)

THIS AGREEMENT, made and entered into this the 18th day of May, 2011, by
and between the

THE STATE OF MISSISSIPPI
By the Secretary of State
Public Lands Division
Post Office Box 136
Jackson, Mississippi 39205-0136
Telephone: (601) 359-6373

with approval of the GOVERNOR,

("LESSOR")

AND

CITY OF LONG BEACH, MISSISSIPPI
By the Board of Aldermen
Post Office Box 929
Long Beach, Mississippi 39560
(228) 863-1556
With approval of the Mayor

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

Police Dept:

- Education Pay, Police Officer 1st Class Sandy Dyess, Associate Degree Pay, effective February 1, 2025
- Education Pay, Police Officer 1st Class Davis Eisman, Associate Degree Pay, effective February 1, 2025

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

- Step Increase, Sergeant Jeremy Bammert, PS-11-IX, effective February 16, 2025
- Step Increase, Sergeant David Butler, PS-11-VII, effective February 16, 2025
- Step Increase, Police Officer 1st Class Joey Denton, PS-9-II, effective February 1, 2025
- Step Increase, Record Clerk Chrystal Dubose, CSA-3-XXII, effective March 1, 2025
- Step Increase, Sergeant Scott Grady, PS-11-VII, effective February 16, 2025
- Step Increase, Police Officer 1st Class James Hammer, PS-9-IV, effective February 16, 2025
- Step Increase, Captain Kenneth Lassabe, PSA-13-XVIII, effective March 16, 2025
- Step Increase, Dispatcher 1st Class Joshua Newman, PS-3-II, effective March 16, 2025
- Step Increase, Police Officer 1st Class Kevin Rapier, PS-9-II, effective March 16, 2025
- Step Increase, Dispatcher 1st Class Danielle Ziegler, PS-3-III, effective February 1, 2025
- Re-Hire, Police Officer 1st Class Emilio Edmonds, PS-9-II, effective February 1, 2025

Recreation:

- Step Increase, Laborer Sebastian Claveau, CSH-3-XI, effective February 1, 2025

Senior Citizens:

- Step Increase, Senior Citizen Coordinator Donna Hudson, CSA-4-VII, effective February 1, 2025
- Step Increase, Craft Instructor Deborah Necaise, CSU-5-VII, effective February 1, 2025

Alderman Brown made motion seconded by Alderman Johnson and unanimously carried to accept the December 2024 Revenue/Expense Report, as submitted.

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

Based on the following recommendation from Comptroller Kini Gonsoulin, Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to reimburse Third at Town Green, LLC for the City portion of property taxes paid for 2024:

Memo

To: Mayor Bass and Board of Aldermen
From: Kini Gonsoulin, Deputy City Clerk/Comptroller
Date: 1/28/2025
Re: Tax Abatement for Third at Town Green, LLC

Due to communication issues with Harrison County, the tax abatement that was approved for property improvements at 114 E 3rd Street, owned by Third at Town Green, LLC was not effective on the property tax rolls for taxes due January 2025. After discussing this issue with the Chief Deputy/Appraiser for the Harrison County Assessor's Office, the only way to remedy this is for the property owner to pay the tax in full and the City of Long Beach to reimburse the city portion that was abated. I have been assured that this will be corrected for next tax year.

I am requesting permission to reimburse Third at Town Green, LLC for the city portion of property taxes estimated total of \$3,575.40 once I receive receipt of taxes paid at the Harrison County Tax Collector's office.

Please do not hesitate to call if you have further questions regarding this request, thank you.

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

Alderman McCaffrey made motion seconded by Alderman McGoey and unanimously carried to spread the following Agreement between City of Long Beach Republican Executive Committee and City of Long Beach Election Commission/City Clerk for Municipal Election support:

**CITY OF LONG BEACH, MISSISSIPPI
AGREEMENT**

Between

City of Long Beach *Republican Executive Committee*
and
City of Long Beach *Election Commission/City Clerk*

STATEMENT OF INTENT: In order to insure Party Primaries are conducted in the most efficient manner possible consistent with providing **ALL** qualified and duly registered voters of the City the opportunity to cast their vote for the candidate(s) of their choice, the City of Long Beach *Republican Executive Committee* hereby enters into this agreement with the City of Long Beach *Election Commission/City Clerk* to assist in conducting Primary Elections in accordance with applicable law and as outlined below:

WHEREAS, the City has acquired the scanner voting system to be used in all elections. Poll managers must be technically proficient and trained in the use of the system, including procedures for the opening of the polls, instruction of voters, printing "zero" tapes upon opening, closing of the polls by collection of votes from each terminal, printing and documenting results, collecting results for return to Election Central and supervising others in the performance of their duties. Poll managers must be proficient in the use of the Ballot Scanners, explaining procedures, and conducting the primary election.

WHEREAS, Election Commissioners and other key election personnel have received technical training in the preparation of ballots, election set-up, use of the system, care, handling and maintenance, and when needed, to conduct the training of poll managers.

NOW, THEREFORE, pursuant to § 23-15-266, Miss. Code Ann. and, without relinquishing their respective responsibilities in the conduct of Primary Elections, if any, the *Republican Executive Committee* hereby requests, and the *City Election Commission/City Clerk* hereby agrees to provide the following assistance:

Article 1: *Appointment of Poll Managers pursuant to § 23-15-265, Miss. Code Ann.*

The *Election Commission/City Clerk* hereby agrees to meet not less than two (2) weeks before the date of the primary election and appoint poll managers, all of whom may be members of the same political party. The number of poll managers appointed by the *Election Commission/City Clerk* shall be the same number as Election Commissioners are allowed to appoint pursuant to §§ 23-15-231 and 23-

Page /

Minutes of February 4, 2025 Mayor and Board of Aldermen

15-135, Miss. Code Ann. Poll managers must be provided, and attend, training pursuant to § 23-15-239, Miss. Code Ann.

The *Election Commission/City Clerk* may appoint additional poll managers, in their discretion, in accordance with § 23-15-235, Miss. Code Ann.

The *Election Commission/City Clerk* shall be responsible for the pick-up, delivery to the precinct, set-up and return of the voting machines following closing. A poll manager shall be appointed and trained by the *Election Commission/City Clerk* responsible for the voting machines' opening and closing procedures.

Article 2: *Training of Poll Managers pursuant to § 23-15-239, Miss. Code Ann.*

The *Election Commission/City Clerk* shall sponsor and conduct, not less than five (5) days prior to the primary election, training sessions to instruct managers as to their duties in the proper administration of the primary election and the operation of the polling place. No poll manager shall serve in the primary election unless he/she has received such instructions at least once during the twelve (12) months immediately preceding the date of the primary election. The *Election Commission/City Clerk* shall train a sufficient number of alternates to serve in the event a poll manager is unable to serve for any reason.

Article 3: *Pick-up and return of ballot boxes pursuant to § 23-15-267, Miss. Code Ann.*

- a. Supply boxes shall be packed by and/or under the supervision of the *Election Commission/City Clerk*.
- b. Ballot boxes shall be distributed to the voting precincts of the City before the time for opening the polls by and/or under the direction of the *Election Commission/City Clerk*

Article 4: *Ballot creation and distribution pursuant to §§ 23-15-333, 23-15-335, Miss. Code Ann.*

The *Election Commission/City Clerk* shall have printed all necessary ballots for use in the primary election as required by § 23-15-333, Miss. Code Ann. Further, the *Election Commission/City Clerk* shall have printed all necessary absentee ballots forty-five (45) days prior to the date of the primary election as required by law.

The *Election Commission/City Clerk* shall designate a person whose duty it shall be to distribute all necessary ballots for use in the primary election, and shall designate one (1) poll manager at each polling place to receive and receipt for the blank ballots to be used at that location. The poll manager so designated by the *Election Commission/City Clerk* to receive and receipt for the blank ballots shall assume those specific duties set forth in § 23-15-335, Miss. Code Ann.

Minutes of February 4, 2025
Mayor and Board of Aldermen

Article 5: *Canvas of returns and announcement of results pursuant to § 23-15-597, Miss. Code Ann.*

The *Election Commission/City Clerk* shall meet on the first or second day after each primary election, shall receive and canvass the returns which must be made within the time fixed by law for returns of general elections and declare the result, and announce the name of the nominees for the City of Long Beach offices and the names of those candidates to be submitted to the second primary. The vote for municipal offices shall be tabulated by precincts and certified to and returned to the state executive committee, such returns to be mailed by registered letter or any safe mode of transmission within thirty-six (36) hours after the returns are canvassed and the result ascertained.

In the conduct of the duties outlined above, the Election Commission will assume a support role to the Party Executive Committees and at no time will they usurp the responsibilities of the Party Executive Committees.

Signed this the 27th day of Jan, 2025.

Frank Castiglione Jr.
Chairman, City of Long Beach Executive Committee

Ewert K. Bostrom Jr.
Chairman, City of Long Beach Election Commission

Stacey Dahl
Stacey Dahl, City of Long Beach City Clerk

Minutes of February 4, 2025 Mayor and Board of Aldermen

Alderman McGoey made motion seconded by Alderman Brown and unanimously carried to approve the following Contract with Power DMS for Police Department policy management, and authorize the Mayor to execute same:



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-8292	Order #:	Q-252202
Customer:	Long Beach Police Department (MS)	Valid Until:	2/28/2025
Effective Employee Count:	60		
Sales Rep:	Clerra Decraene		

Customer Contact		Shipping Contact	
Billing Contact:	Long Beach Police Department (MS) Damian McRight 202 Alexander Road Long Beach, MS 39560	Shipping Contact:	Long Beach Police Department (MS) Damian McRight 202 Alexander Road Long Beach, MS 39560
Billing Address:		Shipping Address:	
Billing Contact Email:	dmcright@longbeachms.gov	Shipping Contact Email:	dmcright@longbeachms.gov
Billing Phone:	2288651981	Shipping Phone:	2288651981

Payment Terms		Notes:	
Payment Term:	Net 30		
PO Number:			

Subscription Service

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	3/1/2025	2/28/2026	60	Employee Based	\$7,600.00
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
PowerSTANDARDS for MSLEAC	Recurring	3/1/2025	2/28/2026	1	Quantity Based	\$950.00
Attach proofs to show compliance with MSLEAC Standard, assign assessment tasks, track revisions, and status-based grading.						
MSLEAC Manual (MS LE)	Recurring	3/1/2025	2/28/2026	1	Quantity Based	\$0.00
View Standards Manual electronically.						
PowerPolicy Professional Setup (Onboarding)	Services			60	Employee Based	\$1,000.00
This package includes implementation services to ensure a successful setup and launch of PowerPolicy. An Implementation Consultant will be assigned to work with the customer's project leader and includes Kickoff Call, Technical Set Up (User Import / SSO - if purchased), Document Upload Service, Group Structure Setup/Training, Workflow Setup/Training, Document Functionality Training, Training Module Setup/Training (if purchased), Standards Setup/Training (if purchased), and a Rollout Prep call. Once implementation is complete, the customer will be transitioned to their Customer Success Manager.						
TOTAL:						\$9,550.00

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are due upon the invoice due date. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc. a wholly owned subsidiary of GovernmentJobs.com, Inc. (D/B/A NEOGOV).

Minutes of February 4, 2025 Mayor and Board of Aldermen



1 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>.

Special Condition:

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Long Beach Police Department (MS)

Signature: 

Printed Name: George L. Bass

Title: Mayor

Date: 2/4/25

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

Minutes of February 4, 2025 Mayor and Board of Aldermen

Subject: NEOGOV Sole Source Letter

Jan 8, 2025

This letter is to confirm that GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehlt, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEGOV") is the sole source provider of PowerPolicy, a cloud-based software as a service ("SaaS") platform that combines document management, training and accreditation management, and electronically links that content to alert users whenever a change may impact compliance. As a result of our investment in innovation and unique expertise working in public safety, we have created a one-of-a-kind solution. A few of the unique properties of the system include:

PowerPolicy

- PowerPolicy uniquely links critical content to state and national standards to alert staff when changes may impact their compliance.
- PowerPolicy helps manage and maintain crucial content including digital signatures and comprehensive workflows.
- PowerPolicy, coupled with PowerStandards, uniquely links critical content to state and national standards to track and maintain continual compliance.
- PowerPolicy offers public-facing linkability for public transparency.
- PowerPolicy offers a fully compatible mobile application that allows full acknowledgment as well as importing documents anytime from anywhere.
- PowerPolicy offers a full integration to most document formats for ease of editing.
- PowerPolicy offers side-by-side comparison across all version's history of documents.
- PowerPolicy offers customized analytics and scheduled delivery reporting.

2120 Park Place., Suite 100 • El Segundo, CA 90245 • Tel: (310) 426-6304 • Fax: (310) 426-6305 • info@neogov.com

Minutes of February 4, 2025 Mayor and Board of Aldermen

PowerStandards

- PowerStandards maps your policies, procedures, and proofs of compliance to your specific accrediting body's standards manual. Our solution is shown to reduce the time it takes to complete a self-assessment or prepare for an onsite by 50% or more when compared to paper-based methods.
- PowerStandards allow you to assign specific tasks, standards, or chapters to subject matter experts throughout your organization.
- PowerStandards allow you to receive automatic alerts when a policy or standards manual is changed in the middle of the accreditation cycle.

This letter confirms that the PowerStandards software assessment tool is the required platform for demonstrating compliance with the accreditation standards of the following programs:

- Commission on Accreditation for Law Enforcement Agencies (CALEA)

This letter also confirms that utilizing the PowerStandards software assessment tool is an acceptable method for demonstrating compliance with the accreditation standards of the following programs:

- Mississippi Law Enforcement Accreditation Commission

In addition, all PowerPolicy training, system documentation, hosting services, information security, and software maintenance for the products listed herein are provided by or through NEOGOV personnel.

Note, this letter is for information purposes only. Recipients are advised to conduct independent analysis to determine whether procurement regulations applicable to their agency permit sole-source procurement.

Please let us know if you require any further information regarding our services.

Sincerely,



Joshua Snyder
VP of Business Development

2120 Park Place., Suite 100 • El Segundo, CA 90245 • Tel: (310) 426-6304 • Fax: (310) 426-6305 • info@neogov.com

* * * * *

Minutes of February 4, 2025 Mayor and Board of Aldermen

There came on for discussion Pavement Markings Jeff Davis Avenue, whereupon City Engineer David Ball provided the following:



overstreeteng.com
161 Lameuse St. Suite 203
Biloxi, MS 39530
228.967.7137

January 31, 2025

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

RE: Pavement Markings Jeff Davis Ave

Ladies and Gentlemen:

We requested quotes from several local contractors to stripe Jeff Davis Avenue. We received two quotes and a tabulation of the quotes is attached hereto, along with a copy of each quote. The low price was offered by Image Striping Company, LLC ("ISC") with a total bid price of \$41,700.00. We have not worked with ISC in the past but we have reached out to their references and verified the quality of work and have met with them on-site to review the conditions of work. All considered, we recommend award of the project to Image Striping Company, LLC, in the amount of their total bid.

Yesterday, during our meeting with ISC on-site, the Mayor requested that we also offer estimated costs to stripe adjacent portions of the roads connecting to Jeff Davis, which we calculated using ISC's pricing for Jeff Davis striping. We summarize the estimated amounts below:

- 1. W. 1st (to Church) - \$6800
- 2. E. 1st (to S. Burke) - \$5800
- 3. E. 2nd (to S. Burke) - \$6700
- 4. W. 3rd (to Church) - \$8200
- 5. E. 3rd (to S. Burke) - \$6600
- 6. W. 4th (to Mason) - \$5500
- 7. E. 4th (to S. Burke) - \$6800
- 8. W. 5th (to Mason) - \$5500
- 9. E. 5th (to S. Burke) - \$6700

We do have some concern about awarding these additional amounts, especially if the total awarded amount exceeds \$75,000 (which is the maximum allowable amount of a small purchase under State purchasing requirements). We believe that the City Attorney could advise if awarding the original RFQ for striping (Jeff Davis) AND the other roads detailed above would be in compliance with State purchasing laws.

Sincerely,

David Ball, P.E.

DB:1271
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

O:\1271 - LB Paving 2023\20250131 Jeff Davis striping recommendations.docx

Page 1/1

After further discussion, it was the consensus of the Mayor and Board to table this item until the next meeting on Tuesday, February 18, 2025.

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

There came on for discussion Pavement Markings Pineville Road (Espy to Beatline) whereupon City Engineer David Ball provided the following:



overstreeteng.com
161 Lameuse St. Suite 203
Biloxi, MS 39530
228.967.7137

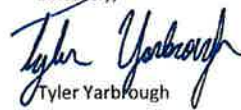
January 17, 2025

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

RE: Pavement Markings Pineville Rd (Espy to Beatline)

Ladies and Gentlemen:

We requested quotes from several local contractors to stripe Pineville Road (Espy to Beatline). We received two quotes and a tabulation of the quotes is attached hereto, along with a copy of each quote. The low price was offered by Image Striping Company, LLC with a total bid price of \$38,570.00. We have not worked with Image Striping Company, LLC in the past but we have reached out to their references and verified the quality of work. All considered, we recommend award of the project to Image Striping Company, LLC, in the amount of their total bid.

Sincerely,

Tyler Yarbrough

TY:1271
Enclosure

Biloxi | Long Beach | Pascagoula | Daphne

PINEVILLE STRIPING RFQ (ESPY TO BEATLINE)

1/17/2025

CONTRACTORS BIDDING:			Image Striping Company, LLC Biloxi, MS		J.L. McCool Contractors, LLC Long Beach, MS	
ITEM	QUANTITY	UNIT	UNIT	TOTAL	UNIT	TOTAL
010-A	MOBILIZATION	1 LS	\$ 4,000.00	\$ 4,000.00	\$ 15,000.00	\$ 15,000.00
511-A	4" THERMOPLASTIC CONT. YELLOW	10740 LF	\$ 1.50	\$ 16,110.00	\$ 3.00	\$ 32,220.00
511-B	4" THERMOPLASTIC CONT. WHITE	10740 LF	\$ 1.50	\$ 16,110.00	\$ 3.00	\$ 32,220.00
511-C	12" THERMOPLASTIC DETAIL WHITE	150 LF	\$ 3.00	\$ 450.00	\$ 15.00	\$ 2,250.00
511-D	4" THERMOPLASTIC DETAIL WHITE	300 LF	\$ 3.00	\$ 900.00	\$ 4.00	\$ 1,200.00
520-A	MAINTENANCE OF TRAFFIC	1 LS	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00
TOTAL AMOUNT OF BASE QUOTE:			\$ 38,570.00		\$ 92,890.00	

(*) - Engineers Corrected Figures

After further discussion, Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to authorize the aforementioned striping to be completed by Image Striping Company at a cost of \$38,750.00.

Minutes of February 4, 2025 Mayor and Board of Aldermen

There came on for discussion 2023 Paving Plan Budget & Status, whereupon Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to table this item until Tuesday, February 18, 2025, to allow City Engineer David Ball to provide the cost for additional streets as discussed.

There came on for discussion Drainage Concerns – 295 Lynwood Circle, whereupon City Engineer David Ball provided the following:



overstreeteng.com
161 Lameuse St. Suite 203
Biloxi, MS 39530
228.967.7137

January 31, 2025

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

RE: Drainage Concerns – 295 Lynwood Cir.

Ladies and Gentlemen:

At the referenced location, it has been noted that a significant amount of drainage runoff stands in the curb, preventing the homeowner's easy access to the mailbox. The Mayor requested that we offer suggested solutions to this issue, which are entailed below and indicated on the attached exhibit. We did not perform topographic survey, so these estimates and solutions will need further confirmation.

1. Option 1 (\$18,600) - Construct a concrete flume which crosses from the east side of Lynwood Cir. to the west side. This will allow the standing water to drain westward, where there appears to be a positive outfall out of the curb.
2. Option 2 (\$20,900) – Construct a new curb inlet at the curb sag causing the ponding water, which drains south to the existing drainage structure near the corner of the property. This estimate includes significant funds to replace the curb & gutter along the road, which is likely to fail during the proposed culvert installation.

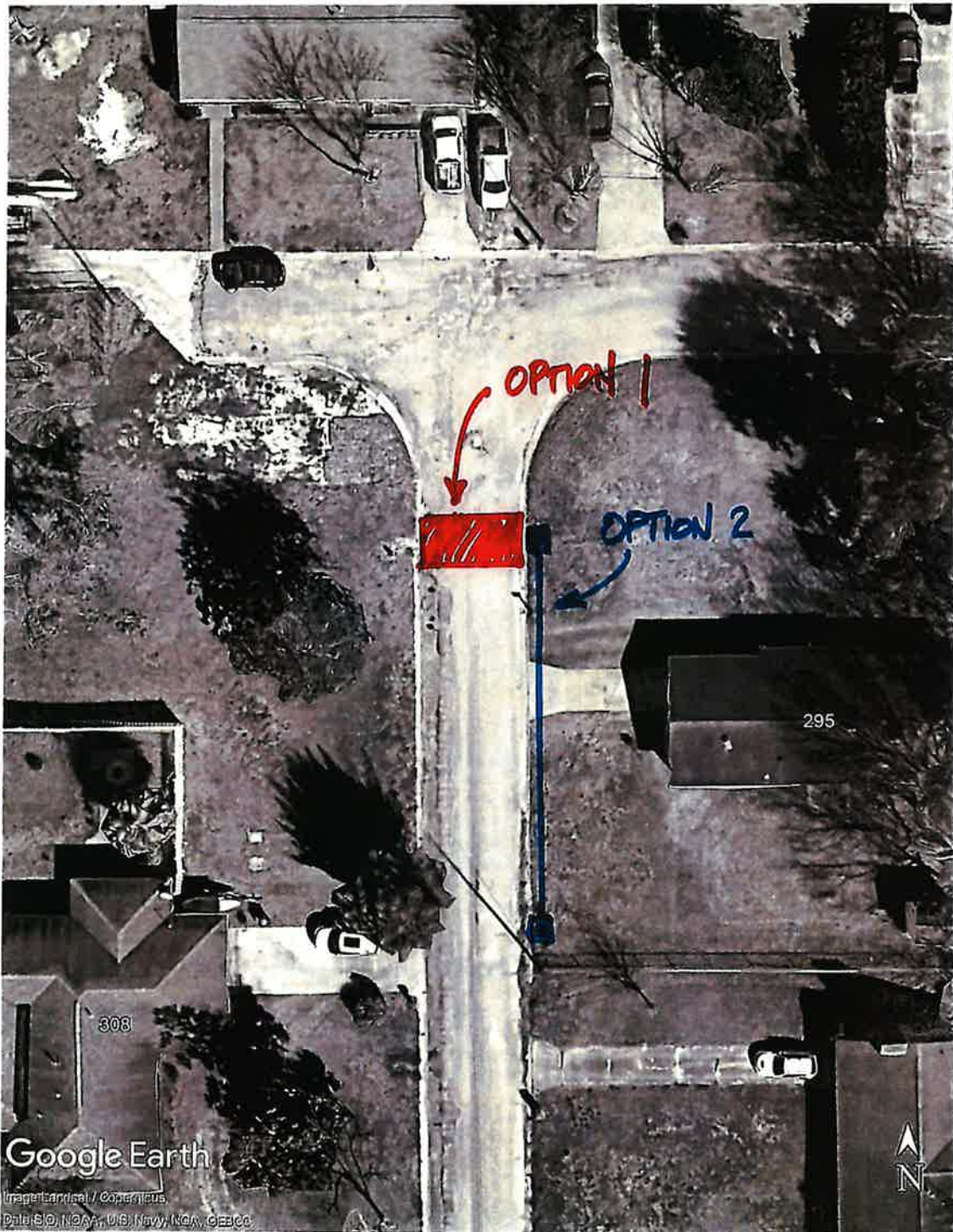
As noted, to design these properly would require some topo survey and design effort. The costs indicated are simply our estimates of a RFQ bid cost for a Contractor to mobilize and perform the work. If you desire us to proceed with either of these options, please advise.

Sincerely,

David Ball, P.E.

DB:0539
Attachment

Minutes of February 4, 2025
Mayor and Board of Aldermen



After further discussion, Alderman McCaffrey made motion seconded by Alderman McGoey and unanimously carried to authorize Option #2 at a cost of \$20,900.00 as outlined in the foregoing memo.

At the request of City Attorney Steve Simpson, Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to declare an Executive Session for the transaction of public business, to wit: To seek the legal advice and counsel of the City Attorney in regards to pending imminent domain litigation.

**Minutes of February 4, 2025
Mayor and Board of Aldermen**

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

* * *

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

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

APPROVED:

Alderman Donald Frazer, At-Large

Alderman 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