

**Minutes of March 21, 2023
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF MARCH 21, 2023
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. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
 - 1. Proclamation – Intellectual & Developmental Disabilities Awareness Month**
 - 2. Retirement – Kerry Hall**
- V. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VI. APPROVE MINUTES:**
 - 1. MAYOR AND BOARD OF ALDERMEN**
 - a. March 7, 2023, Regular**
 - b. March 16, 2023, Work Session**
 - 2. PLANNING & DEVELOPMENT COMMISSION**
 - a. March 9, 2023 Regular**
- VII. APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. 032123**
- VIII. UNFINISHED BUSINESS**
 - 1. Mobile Vending Ordinance**
 - 2. Noise Ordinance**
 - 3. Subdivision Ordinance**
- IX. NEW BUSINESS**
 - 1. Memorandum of Understanding & Indemnity Agreement; Fire Department**
 - 2. Special Event App – Coastin’; Trucks N Tacos**
 - 3. Fee Waiver Request – Boy Scout Troop 321; Blue & Gold Ceremony**
 - 4. Supply Maintenance Agreement – RJ Young; Printers**
 - 5. Resolution – Stage Request for Mardi Gras 2024; City of Pass Christian**
 - 6. Grant Acceptance – MS Library Commission; Improve Library Operations**
 - 7. COPS Hiring Program – Alderman Frazer**
 - 8. Memorandum of Understanding, Special Provisions & Invoice; Cruisin the Coast**
 - 9. Information Sharing; Wendy Wagner**
- X. DEPARTMENTAL BUSINESS**
 - 1. MAYOR'S OFFICE**
 - 2. PERSONNEL**
 - a. Police Dept – Retirement (1)**
 - b. Fire Dept – Resignation (1); New Hire (1); Education Pay (1)**
 - 3. CITY CLERK**
 - a. Revenue/Expense Report February 2023**
 - b. Budget Amendments FY 23 – Library & Public Works**
 - c. Financing Options – Fire Truck**
 - 4. FIRE DEPARTMENT**
 - 5. POLICE DEPARTMENT**
 - 6. ENGINEERING**
 - 7. PUBLIC WORKS**
 - a. Purchase of Track Hoe**
 - 8. RECREATION**
 - 9. BUILDING OFFICE**
 - 10. HARBOR**
 - 11. DERELICT PROPERTIES**
- XI. REPORT FROM CITY ATTORNEY**
- XII. ADJOURN (OR) RECESS**

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Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in March, 2023, 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: Aldermen Donald Frazer (who served as Mayor Pro Tempore), Patrick Bennett, 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 Mayor George L. Bass.

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

The Mayor Pro Tempore proclaimed March 2023 as Intellectual and Developmental Disabilities Month.

Police Chief Seal and the Board of Aldermen recognized and congratulated Animal Control Officer Kerry Hall on his retirement.

Upon the request of City Attorney Steve Simpson, Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to suspend the rules and add Item #10 Appoint Municipal Judge Pro Tempore under new Business.

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

- March 7, 2023 – Regular
- March 16, 2023 – Work Session

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Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the Regular minutes of the Planning and Development Commission dated March 9, 2023, as submitted with the following correction:

- Remove “and upon recommendation of the City’s Tree Board” from page 17

Alderman Johnson made motion seconded by Alderman Brown and unanimously carried to approve payment of invoices listed in Docket of Claims number 032123.

Alderman Brown made motion seconded by Alderman Johnson and unanimously carried to schedule a Work Session to further discuss Mobile Vending Ordinance on Thursday, April 6, 2023 at 5:00 p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi.

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ORDINANCE NO. 663

AN ORDINANCE AMENDING ORDINANCE 463A
OF THE CITY OF LONG BEACH, MISSISSIPPI IN THE CODE OF ORDINANCES

WHEREAS, loud and raucous noise constitutes a menace and is a serious hazard to the public health, welfare; safety, and quality of life within the City of Long Beach, Mississippi; and

WHEREAS, the establishment of regulations as to such noise will further the public health, welfare, safety, and quality of life for the inhabitants of the City of Long Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND MEMBERS OF THE CITY COUNCIL OF THE CITY OF LONG BEACH, MISSISSIPPI, AS FOLLOWS:

SECTION I
Findings

(1) Loud and raucous noise within the City of Long Beach is detrimental to the public health, welfare, safety, and quality of life of the inhabitants of the City of Long Beach.

(2) Loud and raucous noise interferes with the comfortable enjoyment of life and property causes nuisances.

(3) The establishment of regulations with regard to loud and raucous noise will benefit the public health, welfare, safety, and quality of life for the inhabitants of the City, their enjoyment of life and property.

SECTION II

(1) If any section, subsection, sentence, clause, phrase, word, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

(2) All Ordinances or parts of Ordinance in conflict herewith are hereby repealed.

SECTION III
Construction

This Ordinance shall be liberally construed so as to effectuate its purposes.

SECTION IV
Definitions

For purposes of this Ordinance, the following words, terms, and phrases shall have the following meanings:

(1) "Construction" means any site preparation, assembly, erection, substantial repairs, alterations, or similar action, for or on public or private rights-of-way, structures, utilities, or similar property.

(2) "Emergency" means any occurrence or set of circumstances involving actual or eminent physical trauma or property damage which demands immediate action.

(3) "Emergency vehicle" means authorized publicly or privately owned ambulances, or motor vehicles belonging to a fire or police department, or to any federal, state, county, or municipal agency provided said vehicles are in use as emergency vehicles by one authorized to use said vehicles for that purpose.

(4) "Emergency work" means the use of any machinery, equipment, vehicle, manpower, or other activity in an effort to protect, maintain, provide, or restore safe conditions in the community or for the citizenry, or work by private or public utilities when restoring utility service.

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(5) "Hospital" means a place devoted primarily to the maintenance and operation of facilities for the diagnosis, treatment and care of individuals suffering from physical or mental infirmity, illness, disease, injury or deformity, whether or not any such place be organized or operated for profit and whether any such place be publicly or privately owned. Without limitation, "hospital;" does not include convalescent or boarding homes, homes for the aged or other like establishments where room and board only are provided, nor does it include offices or clinics where patients are not regularly kept as bed patients or where out-patient care is primarily only provided.

(6) "Leisure and Recreation District" shall be known as the "Downtown Social District" (hereinafter "the District") and shall have the following as its boundaries:
The District shall include all properties located:

1. Within the C-1 HD zoning district as it is currently configured within the City of Long Beach, Mississippi and being described generally as bounded on the south by Highway 90; on the north by 5th Street; on the east by Burke Avenue; and on the west by properties located on Winters Lane and Russell Avenue but not included within the C-1 HD zoning district;

2. Within the C-1 zoning district as it is currently configured within the City of Long Beach, Mississippi and being generally described as bounded on the South by the C-1 HD zoning District and 5th Street; on the North by 1st Street, and including all properties on 1st Street between Church Avenue and South Burke Avenue; on the east by properties located on the west side of Burke Avenue; and on the west by properties located on the east side of Church Street;

3. Within the C-3 zoning district as it is currently configured within the City of Long Beach, Mississippi and being generally described as being bounded on the South by Highway 90; on the north by 5th Street; on the west by Nicholson Avenue, and on the east by the C-3 zoning district boundary line; and

4. Within the WF Waterfront District south of Highway 90 as it is currently configured within the City of Long Beach, Mississippi and described to include the Long Beach Small Craft Harbor area south of Highway 90 from Cleveland Avenue to the west margin of Jefferson Davis Avenue, and to include the adjacent beaches and piers.

All as more fully shown on the map annexed hereto.

(7) "Motor vehicle" means any vehicle which is propelled or drawn on land by a motor, such as, but not limited to, passenger cars, buses, street cars, trucks, truck-trailers, semitrailers, campers, go-carts, amphibious craft on land, dune buggies, or racing vehicles, but not including motorcycles.

(8) "Motorboat" means any vessel which operates on water and which is propelled by a motor, including, but not limited to, boats, barges, amphibious craft, water skis, towing devices, jet skis, bumper boats, and hover craft, but not including racing boats.

(9) "Motorcycle" means an unenclosed motored-vehicle having a saddle for the use of the operator and two (2) or more wheels in contact with the ground, including, but not limited to, motor scooters and minibikes.

(10) "Nursing home" has the same definition and meaning as defined in Miss. Code Ann. § 73-17-5 (6) (1972), as amended.

(11) "Person" means any individual, firm, association, partnership, corporation, joint venture, or any entity, public or private in nature.

(12) "Property boundary" or "property line" means an imaginary line at the ground surface and its vertical extension which separates the real property owned or inhabited by one person from that owned or inhabited by another person, but not including intrabuilding real property divisions.

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(13) "Public right-of-way" means any street, avenue, boulevard, highway, sidewalk, alley, or similar place normally accessible to the public which is owned or controlled by a governmental entity.

(14) "Racing boats" has the same definition and meaning as defined in Subsection (a) of Section 2-116 of the Code of Ordinances of the City of Long Beach.

(15) "Residence" or "residential area" means a single-family, duplex, or multi-family dwelling or an area having such dwellings.

(16) "Sound equipment" means any equipment, machine, or device used for the production, reproduction or amplification of the human voice, music, or any other sound, including, but not limited to, radios, television sets, phonographs, drums, boom boxes, compact disc (or CD) players, musical instruments, phonographs, cassette tape players or similar devices.

SECTION V
Noises Interfering With Enjoyment of Property
or Public Peace and Comfort Prohibited

No person shall make or cause to be made any loud and raucous noise in the city which is offensive to the ordinary sensibilities of the inhabitants of the City, which noise renders the enjoyment of life or property uncomfortable or interferes with public peace and comfort.

SECTION VI
Specific Noises Interfering With Enjoyment of Property
or Public Peace and Comfort Enumerated

The following acts, among others, are declared to create loud and raucous noises, and shall be deemed a violation of this Ordinance, but such enumeration shall not be deemed to be exclusive:

(a) The sounding of any horn or signal device on any motor vehicle, motorcycle or motor boat, except as a danger signal, as required by state law.

(b) The playing or operation of any sound equipment in such a manner, or with such volume as to disturb the peace, quiet, comfort, or repose of persons in any dwelling, apartment, hotel, or other type of residence.

(c) The keeping of any fowl or animal which emits or makes unreasonably loud and raucous noise.

(d) The use of any motor vehicle, motorcycle or motorboat so out of repair which emits or creates loud, raucous, or rattling noises.

(e) The blowing of any steam whistle attached to any stationary boiler, except to give notice of the time to begin or stop work or as a warning of danger.

(f) The discharge into the open air of the exhaust of any stationary steam engine, stationary internal combustion engine, or motor boat engine, except through a muffler, or other device which will effectively and efficiently prevent loud and raucous noises.

(g) The discharge into the open air of the exhaust from any motor vehicle, motorcycle or motorboat, except through a muffler, or other device, which will effectively and efficiently prevent loud and raucous noises.

(h) The construction, including excavation, demolition, alteration, or repair of any structure or building in or adjacent to a residential area other than between the hours of 7:00 a.m. and 9:00 p.m. on Monday through Saturday and 9:00 a.m. to 9:00 p.m. on Sunday, except in the case of urgent necessity in the interest of public safety, for which a permit must be obtained from the Chief of Police of the Long Beach Police Department in accordance with Section XI herein.

(i) The creation of loud and raucous noise on any street or property adjacent to any school, church, public library, or court which is in session or adjacent to any hospital;- provided, that a

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conspicuous sign is located in or near such street or property indicating or designating that whatever the establishment or building at issue, be it a school, church, public library, court, or hospital, is adjacent thereto.

(j) The shouting and crying of peddlers, hawkers, and vendors which disturbs the quiet and peace of the neighborhood.

(k) The use of any drum or other instrument or sound equipment for the purpose of attracting attention by the creation of noise, to any performance, show, sale, or display of merchandise as to attract customers to any place of business.

(l) The use of mechanical loudspeakers or sound equipment on or in motor vehicles or motorcycles for the purpose of advertising any show sale, or display of merchandise.

(m) The use of any mechanically powered saw, drill, sander, grinder, lawn or garden tool, leaf blower, or similar device used outdoors in residential areas or areas immediately adjacent thereto between 9:00 p.m. and 7:00 a.m.

**SECTION VII
Presumption**

Whenever a violation of Section VI (1) of this Ordinance occurs, it is presumed that the registered owner of the motor vehicle or motorcycle for which the citation is issued is the person who committed the violation, either personally or through an agent or employee. Proof of ownership may be made by a computer-generated record of the registration of the vehicle with the Mississippi Department of Motor Vehicles showing the name of the person to whom the state license plates were issued. This proof is prima facie evidence of the ownership of the motor vehicle or motorcycle by the person to whom the certificate of registration was issued.

**SECTION VIII
Use of Bell, Siren, Compression, or Exhaust Whistle
on Motor Vehicles, Motorcycles, and Motorboats**

Except as specifically authorized or permitted elsewhere in this Ordinance, no person shall use upon a motor vehicle, motorcycle, or motorboat any bell, siren, compression or exhaust whistle, except that motor vehicles, motorcycles, and motorboats operated in the performance of any emergency work or in the performance of any duty by law enforcement officers, fire department, and ambulances may attach and use a bell, siren, compression or exhaust whistle.

**SECTION IX
Sound Equipment**

(a) A person commits an offense of this chapter if he or she operates or causes to be operated any sound equipment in a public place upon any public right-of-way, sidewalk, street, alley, or highway of the City in violation of any of the following limitations and requirements:

(1) No sound equipment may be operated within 150 feet of the property line of the premises of a residence, except between the hours of 7:00 a.m. and 9:00 p.m. Sound equipment within the Leisure and Recreation District ("The District") may be operated between the hours of 7:00 a.m. to 12:00 Midnight.

(2) Sound equipment may not emit loud and raucous noises so as to interfere with the enjoyment of life or property or to interfere with public peace and comfort.

(3) Sound equipment must be operated so as not to cause traffic congestion or congregation of crowds that obstructs any public sidewalk, street, alley or highway.

(4) The sounds or noise produced, reproduced, or amplified by sound equipment shall not be obscene or use obscene, indecent, or profane language.

(5) Sound equipment may not be operated within 150 feet of any:

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- (A) hospital;
- (B) school that is in session;
- (C) church that is in use or session;
- (D) nursing home; or
- (E) public library, during its hours of operation.

(b) If conduct that would otherwise violate this section consists of speech or other communication, of gathering with others to hear or observe such speech or communication, or of gathering with others to picket or otherwise express in nonviolent manner a position on social, economic, political, or religious questions, the person must be ordered to move, disperse, or otherwise remedy the violation prior to arrest or citation.

(c) The order required by Subsection (b) of this Section may be given by a peace or police officer, a firefighter, a person with authority to control the use of the premises, or any person directly affected by the violation.

(d) It is a defense to prosecution under Subsection (a) that:

- (1) in circumstances in which this section requires an order, no order was given;
- (2) an order, if given, was manifestly unreasonable in scope;
- (3) an order, if given, was promptly obeyed;
- (4) the sound equipment was operated in a public place within an enclosed structure and was not audible beyond the property line of the premises on which it was located;
- (5) the person operating the sound equipment was a law enforcement officer or member of the fire department in the performance of official duties;
- (6) the sound equipment was operated for the purpose of alerting persons to the existence of an emergency or danger; or
- (7) the sound equipment was operated in the performance of emergency work necessary to restore public utilities, to restore property to a safe condition, or to protect persons or property from imminent danger, following a fire, accident, or natural disaster.

**SECTION X
Exemptions**

The following are exempt from the provisions of this Ordinance:

(a) Domestic power tools, lawn mowers, and agricultural equipment between the hours of 7:00 a.m. and 9:00 p.m.

(b) Noises or sounds resulting from any authorized emergency vehicles when responding to an emergency.

(c) Safety signals and alarm devices, storm warning sirens horns, and the authorized testing of such equipment.

(d) Noises or sounds made during a parade or concert sponsored by the City of Long Beach, or for which a permit has been granted by the City of Long Beach.

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(e) Noises or sounds resulting from activities of a temporary duration, for which a special permit or variance has been granted pursuant to this Ordinance, and which conforms to the conditions and limits stated thereon.

(f) Noises or sounds from church bells and chimes.

(g) Noises from construction and demolition activities⁰ for which a Building Permit has been issued by the City of Long Beach are exempt from this Ordinance between the hours of 7:00 a.m. and 9:00 p.m., provided that mufflers on construction equipment shall be maintained.

(h) Interstate railway locomotives and motor vehicles, aircraft, trucks, or other motor vehicles in interstate commerce, or those which are in all respects operated in accordance with or pursuant to applicable federal laws or regulations.

(i) Installation and maintenance of public and private utilities.

(j) Mosquito control operations.

(k) Public or private school functions which occur on the property of the school.

(l) Federal, state, or local governmental event, festival, fun run, race, fiesta, or concert sponsored, co-sponsored, or permitted by a governmental agency or any agent of the same in the fulfillment of any official duty or activity sanctioned by or on behalf of the governmental agency or entity.

(m) Any burglar alarm or security device, provided, however, no burglar alarm and/or security device shall sound for more than a reasonable amount of time after being activated.

(n) The emission of any sound which was created or produced for the purpose of alerting a person to the existence of an emergency, danger, or attempted crime, which was produced by an authorized emergency vehicle or by emergency work necessary to restore public utilities, or to restore property to a safe condition, or to protect person or property from imminent danger following a fire, accident, or natural disaster.

(o) Any aircraft operated in conformity with, or pursuant to, a federal law, federal air regulations, and air traffic control instructions and pursuant to and within the duly adopted federal air regulations. Any aircraft operating under technical difficulties in any kind of distress, under emergency orders of air traffic control or being operated pursuant to and subsequent to the declaration of any emergency under federal air regulations is also exempt.

(p) Noises or sounds resulting from lawful fireworks or noisemakers used for celebration of an official holiday or in accordance with Subsection © of Section 10- 55 of the Code of Ordinances of the City of Long Beach, Mississippi.

(q) Noises or sounds resulting from the lawful operation of racing boats as set out in or in accordance with Section 2-116 of the Code of Ordinances of the City of Long Beach, Mississippi.

SECTION XI
Variances and Permits

(1) Any person desiring relief from any provision of this article shall apply for a special variance or permit to be made in writing to the Chief of Police of the Long Beach Police Department. Payment of a fee of \$10.00 shall accompany the application. The said Chief of Police shall have the authority, consistent with this Section, to grant special variances and permits upon written application only upon a good and sufficient showing that:

(a) The activity, operation, noise source, or offending noise will be of short duration and cannot be done in a manner that would comply with this Ordinance; or

(b) The applicant needs additional time to modify equipment or take other action in order to comply with the provisions of this Ordinance.

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(2) An application for a variance or permit shall be approved or denied within five (5) days after receipt by the Chief of Police of Long Beach or Police Department. If approved, the variance or permit shall contain a specific time limit on the permitted activity or noise and said variance or permit shall immediately terminate at the expiration of that time limit, which is not to exceed fifteen (15) consecutive days. If an application is denied, the Chief of Police must state with specificity the reasons why the proposed variance or permit does not meet the criteria outlined in this section. The applicant may appeal the decision to the City Council. Any such appeal shall be taken by submitting a written notice of request of appeal with the City Clerk no more than ten (10) days from denial of a permit or variance. Such notice of request of appeal must contain the full name and address of the person making the appeal and an account of the reasons for the appeal and the decision being appealed from.

(3) The following factors shall be considered, in the initial investigation, in order to determine whether granting the variance or permit will result in a condition injurious to health or safety of the general public of the City of Long Beach:

- (a) Distance of proposed activities from a residential area or zone;
- (b) Number of sound amplification equipment or devices;
- (c) Anticipated direction of sound amplification equipment or devices;
- (d) Anticipated duration of proposed activities;
- (e) Whether the activity will be held within or outside of a structure;
- (f) The time of day or night the noise or sound will occur; and
- (g) Any other consideration deemed necessary by the Chief of Police of the Long Beach Police Department.

(4) Any permit or variance granted pursuant to this section shall contain thereon, in addition to any other requirements set out herein, all conditions upon which such permit or variance has been granted, including, but not limited to, the effective date, time of day, location, including, but not limited to, the proximity of the activity or noise to residential areas, schools, churches, hospitals, nursing homes, or public libraries, sound level limit, if any, or equipment limitation.

(5) Variances and permits that are granted by the Police Chief of the Long Beach Police Department under this Section must be displayed and available for review by police officers or other designated governmental officials upon request.

(6) Issued variances and permits will be surrendered to any City police officer or other designated official upon request when the variance/permit has expired or the restrictions thereon have been violated.

(7) The Chief of Police of the Long Beach Police Department shall have the authority to revoke any permit or variance issued on the finding of any of the following:

- (a) That the activity is being conducted in a manner inconsistent with the variance or permit, including the description of the activity as set out in the application.
- (b) That there is any misrepresentation of the activity on the application for the variance
- (c) That the activity is causing an unreasonable disturbance of the peace of families or persons within the area into which the noise or sound carries.

SECTION XII
Violations and Penalties

Any person found guilty of violating the provisions of this Ordinance shall be guilty of a misdemeanor and shall be punished by a fine not to exceed One Thousand Dollars (\$1,000.00), or by imprisonment not to exceed ninety (90) days, or both such fine and imprisonment. Each day any violation of this Ordinance occurs shall continue shall constitute a separate offense.

As an additional remedy, violations of Sections V through X of this Ordinance are deemed and declared to be a nuisance, and the operation or maintenance of any business, device, instrument, vehicle, or machinery in violation of any provision of this Ordinance, or which operation or

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maintenance exceeds the limitations of this Ordinance, may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

SECTION XIII Effective Date of Ordinance

This Ordinance shall become effective thirty (30) days after its adoption and shall be published in accordance with the law.

The above and forgoing Ordinance No. 663 having been first reduced to writing and read and considered section by section at a public meeting of the governing authorities of the City of Long Beach, Mississippi, on Motion of Alderman Brown, seconded by Alderman Bennett, and the roll being called, the same by following votes:

| | | |
|---------------------------------|-------|--------------------------------|
| Alderman Donald Frazer | Voted | Mayor Pro-Tempore – Not Voting |
| Alderman Patrick Bennett | Voted | Aye |
| 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 a unanimous vote of all the Alderman present and voting, the Mayor Pro Tempore declared the motion carried and adopted, this the 21st day of March, 2023.

APPROVED:


George L. Bass, Mayor

ATTEST:


Stacey Dahl, City Clerk

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 #663 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 21st day of March, 2023, 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 22nd day of March, 2022.

(SEAL) 
Stacey Dahl, City Clerk



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ORDINANCE NO. 664

AN ORDINANCE BY THE MAYOR AND BOARD OF
ALDERMAN
OF THE CITY OF LONG BEACH, MISSISSIPPI, TO AMEND THE
SUBDIVISION REGULATIONS OF THE CITY OF LONG BEACH,
MISSISSIPPI IN THE CODE OF ORDINANCES APPENDIX 2, AND FOR
RELATED PURPOSES

WHEREAS, the current subdivision regulations require amendments to protect and preserve public safety, general welfare of the present and future residents and to bring about the coordinated and efficient development of the City of Long Beach, Mississippi.

WHEREAS, the Mayor and Board of Aldermen (the "Governing Body") of the City of Long Beach, Mississippi (the "Municipality"), have the authority to reasonably amend ordinances for the regulations of subdivision development and maintenance.

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

Article V, Section 3: SPECIAL PROVISIONS FOR SUBDIVISIONS

(c) The Final plat shall include the following statement: "Maintenance of all common areas such as retention ponds, public mail areas, etc. shall be the responsibility of the subdivision homeowners association. Failure to maintain such areas may result in action by the City of Long Beach to protect the public's health, safety and welfare and the cost of such action may be recovered from the homeowners association or the individual subdivision property owners in equal shares.

Article V, Section 10: STORM WATER RETENTION.

(c) All storm water retention areas shall be the responsibility of the owner (developer) to maintain insured designed performance or until given to an HOA. At such time, the HOA shall be responsible.

Article VI, Section 14: Specifications for street design and construction.

(a) The minimum design frequency for storm runoff shall be 25 years for storm sewer collection and 100 years for cross-drainage (i.e. drainage facilities crossing a street). Also, drainage detention facilities shall be designed to limit post construction runoff for storms up to and including the 100- year event. The City may require even higher design frequencies if determined necessary by the city engineer.

Article VI, Section 14(c): Culvert outlet protection and swale erosion protection shall be designed based on the minimum design frequencies specified herein.

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Article VII, Section 14(b): The presumption established in this ordinance is that to satisfy the standards set forth in sub-section (a), the maximum fire hydrant spacing shall not exceed five hundred (500). However, the fire chief may authorize a deviation from this standard if, in his professional opinion, another arrangement more satisfactorily complies with the intent of this section.

Article VII, Section 14(e): The City shall determine the minimum water main size with review by the fire chief and the city engineer.

The above and forgoing Ordinance No. 664 having been first reduced to writing and read and considered section by section at a public meeting of the governing authorities of the City of Long Beach, Mississippi, on Motion of Alderman Brown, seconded by Alderman Bennett, and roll being called, the same by following votes:

| | | |
|---------------------------------|-------|--------------------------------|
| Alderman Donald Frazer | Voted | Mayor Pro Tempore – Not Voting |
| Alderman Patrick Bennett | Voted | Aye |
| 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 a unanimous vote of all the Aldermen present and voting, the Mayor Pro Tempore declared the motion carried and adopted, this the 21st day of March, 2023.

APPROVED:


 George L. Bass, Mayor

ATTEST:


 Stacey Dahl, City Clerk

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 #664 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 21st day of March, 2023, 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 22nd day of March, 2022.




 Stacey Dahl, City Clerk

Minutes of March 21, 2023
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Memorandum of Understanding and Indemnity Agreement with Long Beach High School Student Samuel Starita, and authorize the Mayor to execute same:

MEMORANDUM OF UNDERSTANDING AND INDEMNITY AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Long Beach, a municipal corporation, hereinafter referred to as "City" and Samuel Starita, an individual, hereinafter referred to as "Participant," and Lisa Starita legal guardian or parent of Participant.

WITNESSETH:

Whereas, the undersigned Participant has requested permission of the Fire Chief of the City of Long Beach Fire Department to visit Department facilities, and to ride in or upon departmental apparatus and to participate in the Emergency Response training at the scene of fires or other emergencies as part of the Long Beach Schools Career and Technical Education Training Center; and

WHEREAS the City of Long Beach desires to offer Participant the training opportunity, to the extent that it can provide opportunities in a safe context within the administrative capabilities of the Department.

NOW, THEREFORE, it is agreed, that

- 1. In consideration of the granting of such permission to ride in or upon departmental apparatus and to participate in training at the scene of fires or other emergencies, the Participant, and Participant's parent or legal guardian, hereby covenant not to sue, and waive all claims of liability against, the City of Long Beach, or any individual employee or official thereof, related to any personal injuries or other losses which may be incurred, whether resulting from accident or otherwise.
2. In further consideration of such permission, Participant hereby assumes all responsibility for any negligent or wrongful act of the Participant. Participant, and Participant's parent or legal guardian, hold the City harmless from, any and all claims for damages of any nature whatsoever.
3. Participant further agrees to abide by all Rules, Regulations and Operational Procedures of the Fire Department. It is understood that Participant's presence at any location specified is granted subject to the discretion of the officers of the Long Beach Fire Department, and such permission may be revoked at any time. Permission is granted and valid from 3/31/2023 to 5/31/2023. Where available, proof of liability insurance from hospital or college of which Participant is either a member or student is attached.
4. By signing below, Parent or Legal Guardian signifies his or her consent for Participant to participate in program activities associated with the Long Beach Fire Department.

Sammy Starita Participant Signature
Samuel Starita Printed Name
Lisa Starita Parent or Legal Guardian Signature

CITY OF LONG BEACH
By George L. Bass, Mayor

Minutes of March 21, 2023
Mayor and Board of Aldermen

Alderman McGoey made motion seconded by Alderman Johnson and unanimously carried to approve the following Special Event Application submitted by Coastin' for their Trucks N Tacos event, contingent upon procuring the proper insurance before the event:

CITY OF LONG BEACH
SPECIAL EVENT APPLICATION

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

Date Received By Clerk's Office: 2/22/23 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.

Sponsoring Organization's Legal Name: COASTIN'

Organization Address: 106 Kurykendall Pl Long Beach Ms 39560

Organization Agent: Chris Serwikar Title: Owner

Phone: _____ Home _____ Cell 228-326-9728 During Event

Agent's Address: 106 Kurykendall Place Long Beach Ms 39560

Agent's E-Mail Address: COASTIN228@gmail.com

Event Name: Trucks n Tacos

Please give a brief description of the proposed special event:

Classic Truck gathering with Taco Truck vendors, plus other vendors that represent/products for classic.

Event Day (s) & Date (s): 10/5 and 10/6 Event Time (s): 11:00 AM - 9pm

Set-Up Date & Time: 10/5 9:00am Tear-Down Date & Time: 10/6 9pm

Event Location: LONG BEACH TOWN GREEN

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

How many years has this event occurred? First Event during CTC

Quincy Uzzell
236-8063

ADOPTED: 08.18.20-BOARD ACTION

Minutes of March 21, 2023
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: N/A

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:

The parking spots around the Town Green and the field on the backside of Town Green

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

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

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

If yes, what time? _____ Until _____

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

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

ATTENDANCE: What is expected (estimated) attendance for this event? 200-300

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

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

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

If yes, how many? 4

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

ADOPTED: 08.18.20-BOARD ACTION

**Minutes of March 21, 2023
Mayor and Board of Aldermen**

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

We will reach out to LBPD and see what we need for security.

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

COASTIN will get Special Event Insurance for the event as soon as it is approved.

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

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

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

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

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

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

Date

C. [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**

ADOPTED: 08.18.20-BOARD ACTION

Minutes of March 21, 2023
Mayor and Board of Aldermen

Event Title: Trucks N Tacos

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

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

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

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

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

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

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

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

ADOPTED: 08.18.20-BOARD ACTION

Minutes of March 21, 2023
Mayor and Board of Aldermen

October 5-6, 2023
Thursday + Friday
Classic Truck Cruise
11:00 AM - 9:00 PM
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):
COASTIN' Chris Setnikar
Telephone Number: 228-326-9728
Home Work Cell
Street Address: 100 Kurykendall Place
City Long Beach State MS Zip 39560
Type of Event: Classic Truck Cruise IN
Start Time: 11:00 am
Closing Time: 9:00 pm

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on
10/5 - 10/6 2023

(Date)
Thur - Friday
Town Green
The person(s) requesting this permit

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

Signature C. Setnikar Date: 2/22/2023

Rental Fee \$ 600.⁰⁰ Receipt # _____ Date _____
Deposit Fee \$ _____ Receipt # _____ Date _____
Clean-up Fee \$ 600.⁰⁰ Receipt # _____ Date _____

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of March 21, 2023
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 Cheris Setnikar, 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 22 day of FEB, 2023.

Authorized Signature C. Setnikar

Witness [Signature]



**Minutes of March 21, 2023
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 approve the by the Parks and Recreation Department.

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

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

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

Initial CS

~ 3 ~

Minutes of March 21, 2023
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.

Initial CS

**Minutes of March 21, 2023
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman Bennett and unanimously carried to approve the following request to waive rental fees for the Recreation Center submitted by Boy Scout Pack 321 for their Blue & Gold Ceremony:



Prepared. For Life.™

Tash Solangi

Cubmaster, Pack 321

Long Beach, MS 39560

solangit@gmail.com || 228.342.0539

Long Beach City Council
c/o Bob Paul
Long Beach, MS 39560

Dear Long Beach City Council,

As the 2022-2023 Scouting year comes to a close, the Cub Scouts come together to celebrate all their accomplishments, skills learned, awards earned, and memories made. We do this as part of a large event called the Blue and Gold Ceremony, where we invite family and friends to cheer on their Scouts as they get their awards and rank patches.

Pack 321, as a non-profit service-focused youth organization, would like to utilize the large hall that is within the Long Beach Senior center for this event on May 19th, and would kindly request that the fees be waived for its use. As with every Scouting event, we promise to leave the facility as good or even better than we found it, and will make sure it is clean and put back properly.

This will be the first time since COVID we have had this event, and we would be excited if the city would grant us that opportunity to use it once again.

Yours in Scouting,

Tash Solangi



Minutes of March 21, 2023 Mayor and Board of Aldermen

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

| | | | | | | | |
|--|--|--|------------------|--|--|-------------------------------|----------------|
| RJ Young Company - Nashville P.O. Box 40623 Nashville, TN 37204 | | | | (615)255-8551 (800)347-1955 | | Page 1 of 2 Order # HNQF00 | |
| Supply Maintenance Plan Agreement | | | | Customer Purchase Order | | Sales Rep # 30SA69 | |
| <i>Billing Location</i> | | | | <i>Install Location</i> | | | |
| Full Customer Name - Include Inc., Corp., LLC etc. CITY OF LONG BEACH | | | | Customer Name CITY OF LONG BEACH | | | |
| Street Address P.O. Box 929 | | | | Street Address 201 JEFFERSON DAVIS AVE | | | |
| City Long Beach | | State MS | Zip+4 39560 | City Long Beach | | State MS | Zip+4 39560 |
| Contact Name Kini Gonsoulin | | Phone # 228-863-1556 | Fax # | Meter Contact Kini Gonsoulin | | Phone # 228-863-1556 | Fax # |
| Email | | | | E-mail | | | |
| Qty | Manufacturer | Equip. ID | Model | Serial Number | Unit Price | Amount | |
| 1 | LEXMARK | AAA33046 | M5270 (EXISTING) | 4064821010N6L | | | |
| 1 | HP | 953BN | P3015 (EXISTING) | VNB3Y51813 | | | |
| Trade-In/Buyout (Items to be picked up) | | | | | Total This Page | | |
| | | | | | Total From Add'l Equipment List | | |
| | | | | | Sales Tax | | |
| | | | | | Total | | |
| Tax Exempt: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>Attach Exemption Certificate</small> | | | | | | | |
| 1) The equipment specified above will be provided at the following rates: | | | | | | | |
| Commencement Date 3/6/2023 | SMP/Maintenance SMP | Total Minimum Payment \$256.40 | | Minimum Billing Frequency Monthly | Overage Billing Frequency Semi Annual | | |
| Monthly Minimum Number of B&W Copies | Overage Rate per B&W Copy | Monthly Minimum Number of Color Copies | | Overage Rate per Color Copy | Agreement Includes: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Master Unit <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Color Supplies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Drum/Photo Conductor <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Imaging Units <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Parts/Labor <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Toner/Dispersant <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Developer <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other <input type="checkbox"/> New Account <input type="checkbox"/> New Equipment <input checked="" type="checkbox"/> Upgrade <input type="checkbox"/> Remanufactured Equipment <input type="checkbox"/> Additional Unit <input checked="" type="checkbox"/> Used <input checked="" type="checkbox"/> MAM <input type="checkbox"/> MICR Toner | | |
| Monthly Minimum Number of Square Feet | Overage Rate per Square Foot | Monthly Minimum Number of Linear Feet | | Overage Rate per Linear Foot | | | |
| Monthly Minimum Number of B&W Prints 16000 | Overage Rate per B&W Print 0.013700 | Monthly Minimum Number of Color Prints | | Overage Rate per Color Print | | | |
| Monthly Minimum Number of Misc | Overage Rate per Misc | Monthly Minimum Number of Misc 2 | | Overage Rate per Misc 2 | | | |
| Remarks: THIS IS A 12 MONTH SERVICE AGREEMENT FOR THE DEVICES LISTED ABOVE. 935BN TO RECEIVE MICR TONER. THIS AGREEMENT REPLACES ORDER # H8DC00 FROM 2022. AGREEMENT INCLUDES: TONER, PARTS, AND MAINTENANCE. | | | | | | | |
| Signature: <i>George L. Bass</i> Print Name: GEORGE L. BASS Title: MAYOR | | | | Sales Rep: _____ Date: _____ Sales Manager: _____ Date: _____ | | | |



Minutes of March 21, 2023 Mayor and Board of Aldermen

Order # HNQF00

Page 2 of 2

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

SMP AND/OR MAINTENANCE AGREEMENT

A

 GIB

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

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

Minutes of March 21, 2023
Mayor and Board of Aldermen



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

ADDITIONAL REMARKS TO CONTRACT # HNQF00

Privacy and Non-Disclosure

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

[Handwritten Signature]
Customer Signature

RJ Young Representative Signature

George L. Bass
Customer Print Name

RJ Young Representative Print Name

3-22-23
Date

Date

**Minutes of March 21, 2023
Mayor and Board of Aldermen**

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the following Resolution:

There came on for consideration at a duly constituted meeting of the Board of Aldermen and Mayor of the City of Long Beach held on the 21st day of March, 2023, the following Resolution, which was reduced to writing and presented in advance of the meeting for reading and examination:

**RESOLUTION SEEKING THE ASSISTANCE OF THE CITY OF PASS CHRISTIAN
IN USE OF PASS CHRISTIAN'S STAGE AS A BAND STAND FOR THE CITY'S
ANNUAL MARDI GRAS PARADE TO BE HELD FEBRUARY 3, 2024, IN THE
CITY OF LONG BEACH**

WHEREAS, from time to time and on occasion the City of Long Beach has sought the assistance of the City of Pass Christian in use of equipment, and the City of Pass Christian has generously responded and complied whenever possible with such requests; and

WHEREAS, the City of Pass Christian has in its possession a stage for various public functions and events; and

WHEREAS, in the City of Long Beach there occurs annual events, including but not limited to a Mardi Gras parade, Jeepin' the Coast parade, Cruisin' the Coast parade, in which events draw tourist and others to the downtown areas of both the City of Long Beach and the City of Pass Christian; and

WHEREAS, the City of Long Beach is without sufficient resources and proper equipment to construct and provide a stage for such parade and events, and such is necessary and desirable for municipal purposes; and

WHEREAS, the City of Long Beach hereby seeks the assistance of the City of Pass Christian by requesting the Pass Christian Mayor and Board of Aldermen allow the use by the City of Long Beach of its stage for the Annual Mardi Gras Parade for the benefit, protection, health and

Minutes of March 21, 2023
Mayor and Board of Aldermen

safety of all citizens of Harrison County.

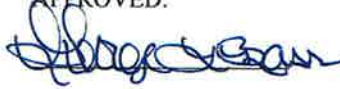
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Long Beach that we express our appreciation to the Mayor and Board of Aldermen of the City of Pass Christian for any assistance they are able to provide in this request.

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

| | | |
|----------------------------|-------|--------------------------------|
| Alderman Patrick Bennett | voted | Aye |
| Alderman Timothy McCaffrey | voted | Aye |
| Alderman Angie Johnson | voted | Aye |
| Alderman Bernie Parker | voted | Aye |
| Alderman Mike Brown | voted | Aye |
| Alderman Pete McGoey | voted | Aye |
| Alderman Donald Frazer | voted | Mayor Pro Tempore – Not Voting |

The question having received the Affirmative vote all the Aldermen present and voting, the Mayor Pro Tempore declared the motion carried and the resolution and order adopted and approved this 21st day of March, 2023.

APPROVED:



George L. Bass, Mayor

ATTEST:



Stacey Dahl, City Clerk

Minutes of March 21, 2023 Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to accept the following grant from the Mississippi Library Commission for Library Operations Improvements, and authorize the Mayor to execute same:



IMLS LSTA Funds SUBGRANT AWARD AND AGREEMENT



Starting Date of Subgrant Agreement: 07/01/2022 Closing Date of Subgrant Agreement: 5/31/2023

This agreement is made between the Mississippi Library Commission (MLC) and the Library/Library System named below which shall hereby be known/referred to as the Subgrantee.

SUBGRANTEE: Long Beach Public Library
209 Jeff Davis Avenue
Long Beach, Mississippi 39560

This Subgrant Agreement is made for the following project and amounts:

SUBGRANT: Subgrant Number: FIC23-25-0 Project Title: Improve Library Operations
Program: Institutional Capacity Subgrant Award: \$3,000.00

Dear Denise,

Congratulations on your LSTA Funds Subgrant award. LSTA funding is being awarded as subgrants to allow funding for libraries to determine what services are best needed in their communities and provide funds for the resources to meet those needs. To accept this subgrant, print out a copy of this award letter and agreement form, sign it, scan it, and then email the scanned copy to grantsprog@mlc.lib.ms.us.

This subgrant is made available through the Institute of Museums and Library Services (IMLS), a federal grant-making agency. Federal regulations require a grant file be retained until January 2027, a minimum of three (3) years after the Library Commission submits its final expenditure report. By signing and returning this agreement, you acknowledge that this project is subject to a compliance audit which means a grant folder must be kept at your library, properly labeled with the project number and should contain (at the least):

- Grant application
- Signed copy of the Subgrant Award and Agreement
- Invoices or other payment documentation
- All reimbursement requests and related correspondence (including any emails with MLC which affect the grant)
- Evaluations
- MLC Grant Manual


Important Dates:

- Subgrant funds open July 1, 2022 and close May 31, 2023
- Application opens July 1, 2022 and closes May 1, 2023.
- Subgrant reimbursement requests received (and approved) by the 10th of each month will be processed for payment in that month. Those received after the 10th (and approved) will process the next month.
- Final date to submit all reimbursement requests is June 10, 2023.

By the Authorized Official for Subgrantee signing below, Subgrantee agrees to accept the award listed above and understands and agrees to adhere to all deadlines listed herein and further agrees and certifies compliance with the points listed above, as well as all information set forth in MLC's LSTA Program Manual, the Subgrantee's IMLS LSTA Funds Subgrant Application, and all applicable federal regulations.


Mississippi Library Commission, LSTA Coordinator

March 13, 2023
Date


Authorized Official for Subgrantee

3-22-23
Date

It was the consensus of the Board to table the COPS Hiring Program until the next meeting on Tuesday, April 4, 2023.

**Minutes of March 21, 2023
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman McGoey and unanimously carried to approve the Following Memorandum of Understanding, Special Provisions and Addendum and Invoice submitted by Cruisin' The Coast, and authorize the Mayor to execute same:



March 10, 2023

Stacey Dahl
City Clerk, City of Long Beach
201 Jeff Davis Ave./P.O. Box 929
Long Beach, MS 39560

Dear Stacey:

Please submit this letter to the Mayor and Board of Alderman.

As we move forward with our preparations for Cruisin' The Coast 2023, we would like to thank you for your support of our event last year. I'm sure you've heard it was a record-breaker. Thank you for your years of support.

This letter is to request that the City of Long Beach keep its 2023 investment at the current \$8,500 funding level.

Cruisin' The Coast® is a non-profit corporation. The events are largely non-gated for local spectators. Therefore, we need to have the participating cities continue to assist us financially.

Also enclosed is a Memorandum of Understanding and Addendum for the Mayor's signature. Please return signed copies to our office at the address listed.

We look forward to a long and mutually beneficial association with the City of Long Beach. Special thanks in advance to the Mayor, Board of Alderman, and the Police, Fire and Public Works Departments.

Sincerely,

Sherwood R. Bailey, Jr.
Vice Chairman and Executive Director

P.O. Box 3001 • Gulfport, MS 39505
(228) 385-3847 • www.cruisinthecoast.com

**Minutes of March 21, 2023
Mayor and Board of Aldermen**

Memorandum of Understanding

This Memorandum of Understanding is by and between *Cruisin' the Coast, Inc.* [hereinafter "CTC"] and the following business or entity: City of Long Beach, MS, and applies to the "Cruisin the Coast" event of Monday, Oct. 2, 2023. The "event" consists of multiple forms and types of entertainment from simply viewing vintage automobiles to the staging of activities including but not limited to demonstration of the functional capabilities of the vehicles of the attendees [hereinafter simply the "event"]. In contemplation of the nature of the event, including its date and time, the parties do accept the commitments and assurances of the other as follows:

1. Sponsor agrees that CTC and its authorized personnel, vendors and promoters, may utilize the premises permitted, licensed and assigned to it for the purpose of hosting the event to take place at various venues on the Mississippi Gulf Coast and contiguous counties and venues on Monday, Oct. 2, 2023.
2. Sponsor will allow CTC reasonable access to the site or premises during and prior to event hours for the purposes of hosting and sponsoring the event as well as preparing for related activities.
3. Sponsor agrees that CTC may use the site, assigned area or premises provided, and Sponsor will not permit or allow anyone not otherwise associated with CTC, its agents, vendors and/or sub-contractors to access the site or premises for any reason unrelated to Cruisin' the Coast.
4. Sponsor grants an irrevocable license to CTC to use the site, area or premises for activities associated with the event and CTC will not use the site, area or premises in a dangerous manner or in any manner inconsistent with the purposes of the event.
5. To the extent required by law or ordinance, CTC agrees that it will obtain any and all permits or licenses necessary to hold the event. Sponsor agrees to reasonably cooperate with CTC in securing any necessary permits or licenses to host the event.
6. Sponsor has full authority to permit CTC to use the premises during the dates and times of the event.
7. With the permission of the Sponsor, CTC may reasonably restrict access to any area assigned to it by the Sponsor consistent with the existing ongoing commercial activity that may be present at the site.
8. CTC agrees that it will use the site or premises in a reasonable method and manner and will commit no waste or damage to the premises.
9. Sponsor agrees to allow CTC reasonable access to the site, area or premises by agents, vendors and sub-contractors of CTC during non event hours for the purposes of event preparation and staging. Sponsor agrees to provide barricades, traffic and safety control, emergency medical services and cleanup after the event.
10. CTC retains the exclusive right to permit and contract with any individual at the site or premises for the purposes of event promotions, activities, or performances. Sponsor agrees to reasonably cooperate with CTC with the planned activities and access to the site or premises. CTC retains the exclusive right to permit and contract with any individual at the Event Site for the purposes of event promotions, concessions, activities, performances and/or charitable purposes. Sponsor agrees that it will secure the approval of CTC prior to the event if the Sponsor seeks to include or permit any other activity, vendors and/or

Minutes of March 21, 2023
Mayor and Board of Aldermen

charitable entities during the event in the area committed for use by CTC or in reasonable proximity to the site so as to serve as a disruption to registrants, patrons and other vendors of CTC.

11. Upon request of CTC and in the event of notification to the Sponsor that an individual or entity is in violation of paragraph 3 or 10, or is otherwise soliciting within its event site or sufficiently close in proximity to it effectively resulting in a violation of paragraph 3 or 10, the Sponsor will compel and removal any individual, group or entity that is without permission or permit of CTC and/or convey to them that it or they are to cease and desist all activities that are contrary to the reasonable requests of CTC. It is the intent of this paragraph that to the extent that the Sponsor has the right of control over any vendor or provider of goods or services, that those vendors, entities or groups will be promptly removed by the Sponsor from the event site of CTC while the event is then ongoing.

12. At the conclusion of the event, CTC agrees that it will return the site or premises in substantially the same state or condition when it was provided to CTC.

13. No activity will be undertaken on the site or premises or otherwise allowed which is a violation of state or federal law.

14. No lewd or lascivious activity will be engaged in by CTC, or it's agents, servants, employees, vendors or sub-contractors or by Sponsor on the site or premises during hours of the event.

15. Time is of the essence of this agreement.

16. This agreement may be amended but only upon a writing and signed by the parties.

17. This agreement and undertakings set forth herein, are not to be construed in any way that either party is the agent of the other, and neither party has the ability and capacity to bind the other to any agreement or undertaking. Both parties acknowledge that each is an independent contractor and there is no vicarious relationship whatsoever.

18. CTC retains the exclusive right to the CTC logo, to include any likeness or images associated with the event and Sponsor may use the logo, likeness or images of CTC only as permitted or authorized, in writing, by CTC. CTC agrees not to use the logo, likeness or images associated with Sponsor except with it's express permission or as permitted by Sponsor in the CTC advertising, brochures or programming.

19. Termination of Agreement: A. This agreement may be terminated for any reason more than 90 days prior to the event without recourse against either party; B. If termination is sought by either party upon or within 90 days of the event, it shall only be for breach of this agreement or otherwise for "good cause."

20. This agreement shall expire at midnight on the last full day of the event as scheduled.

21. This agreement does not automatically renew and shall not be renewed except by separate or similar agreement signed by all parties.

22. The agreement herein constitutes the entire agreement of the parties and no other agreements, not specifically incorporated herein, are valid except that they may constitute an amendment to this agreement subject to the provisions of Paragraph 16.

Minutes of March 21, 2023 Mayor and Board of Aldermen

23. All notices pertaining to this agreement may be verbalized to any authorized CTC representative "On site" during the event, but SHALL be subsequently [as soon as prudent] provided in writing to Sherwood R. Bailey, Post Office Box 3001, Gulfport, MS. 39505, and to: cruisinthecoast@cruisinthecoast.com. Likewise, all notice under this agreement may be verbalized to any "on site" representative of Sponsor, but SHALL be provided subsequently [as soon as prudent] in writing to:

24. Special Provisions, if any, are attached and constitute an amendment under Paragraph 16 without signature, but only if attached at the time of the execution of this Agreement. *[If a municipality or governmental entity, it is required that the agreement be approved by the governing authority and be approved on the minutes of the body.]*

Cruisin' the Coast, Inc.

City of Long Beach, MS

By: 
SHERWOOD R. BAILEY, JR.

By: 
[name]

Date: 3/10/23

Date: 3-22-23

SPECIAL PROVISIONS AND ADDENDUM TO MEMORANDUM OF AGREEMENT BETWEEN CITY OF LONG BEACH AND CRUSIN' THE COAST, INC., A MISSISSIPPI NON- PROFIT CORPORATION

In addition to the terms contained in the Memorandum of Agreement, the following terms and conditions are incorporated into the agreement of the parties.

1. The event premises shall include the following areas:

Long Beach High School and Long Beach Harbor areas

2. The Governing Authorities of the City of Long Beach find that funds expended by it on the CTC event will be used for the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and will further help advance the moral, financial and other interests of the municipality. Therefore, the City agrees to pay the sum of \$8500.00 to CTC for said purposes.


3. Notwithstanding anything else to the contract in the agreement of the parties, no currently licensed merchant or vendor within the City of Long Beach shall be in any way restricted, or prohibited from operation of its business or sale of its products

4. CTC does hereby covenant and agree to indemnify and save harmless the City of Long Beach from any and all losses, costs, expenses and/or injuries and damages of any kind and character whatsoever, resulting from, arising out of, or in any manner relating to any negligence of the Sponsor or its agents, vendors and/or sub-contractors.

5. Should CTC terminate this agreement at any time or otherwise fail to conduct the event as represented and planned within the City of Long Beach, all sums paid to it as provided above shall be immediately refunded in full to the City of Long Beach upon such termination, or cancellation of event.

CRUISIN' THE COAST, INC.

CITY OF LONG BEACH, MS

By 
Sherwood R. Bailey, Jr.

By 
George L. Bass, Mayor

Date: 3/10/23

Date: 3-22-23

Minutes of March 21, 2023
Mayor and Board of Aldermen



INVOICE

March 10, 2023

From: Sherwood R. Bailey, Jr.
Cruisin' The Coast Executive Director

To: Stacey Dahl
City Clerk, City of Long Beach
201 Jeff Davis Ave./P.O. Box 929
Long Beach, MS 39560

Amount: \$8,500.00

For: CRUISIN' THE COAST 2023 EVENT PARTNERSHIP

Thanks you for your support of Cruisin' The Coast.

DUE DATE: June 1, 2023

PLEASE MAKE CHECK PAYABLE TO: CRUISIN' THE COAST, INC.
P.O. BOX 3001
GULFPORT, MS 39505

P.O. Box 3001 • Gulfport, MS 39505
(228) 385-3847 • www.cruisinthecoast.com

Mayor Pro Tempore Frazer recognized Ms. Wendy Wagner of 210 S. Island View Ave, who requested more transparency and information sharing from the City.

Alderman McGoey made motion seconded by Alderman Parker and unanimously carried to appoint Lewie G "Skip" Negrotto as the Municipal Judge Pro Tempore.

Mayor Pro Tempore Frazer announced that the pilings that were being driven in the harbor area were for the City's Streetscape Project.

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Mayor and Board of Aldermen

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

Police Dept:

- Retirement, Animal Control Officer Kerry Hall, effective March 31, 2023

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

Fire Dept:

- Resignation, Firefighter First Class Tony Barnett, effective March 14, 2023
New Hire, Firefighter First Class Camron Ladner, FS 9 B, effective March 16, 2023
Education Pay, Firefighter First Class Jared Bass, EMT, effective March 16, 2023

Alderman Brown made motion seconded by Alderman Bennett and unanimously carried to accept the February 2023 Revenue/Expense Report, as submitted.

Alderman Brown made motion seconded by Alderman Parker and unanimously carried to approve the following Budget Amendments FY 23:

City of Long Beach
Budget Amendment Request

Fund Name: General Fund, Date: 3/21/2023
Department #: 409, Budget Entry #:
Department Name: Library

Table with 4 columns: Original Budget, Prior Amendments, This Amendment, Revised Budget. Rows include Office Supplies 409-610400 and Library Grant Proceeds 010-460300.

Amendment to budget grant funds to be received from MS Library Commission for Library Services and Technology Act.

Amendment #6

Minutes of March 21, 2023 Mayor and Board of Aldermen

*Long Beach Public Library
209 Jeff Davis Avenue
Long Beach, MS 39560
Phone (228) 863-0711
Fax (228) 863-8511*

Mayor George Bass
City of Long Beach Aldermen
200 Jeff Davis Avenue
Long Beach, MS 39560
(228) 863-1556

March 7, 2023

Dear Mayor Bass and Honorable Aldermen,

The library has an Library Services and Technology Act grant through the Mississippi Library Commission for three-thousand dollars. We would like to use this grant to purchase new copiers and perhaps some other technology such as laptops or tablets. We are requesting a budget amendment in the library office supply account (409 610400) to use for this purpose. The grant will then cover the costs incurred for those purchases as a reimbursement.

Thank you for your time and consideration.

Respectfully,



*Denise L. Saucier, MLIS, MA, Director
Long Beach Public Library
209 Jeff Davis Avenue
Long Beach, MS 39560
dsaucier@longbeach.lib.ms.us
Phone: 228-863-0711
Fax: 228-863-8511*

City of Long Beach Budget Amendment Request

| | | | |
|-----------------|--------------------|----------------|-----------|
| Fund Name | General Fund | Date | 3/21/2023 |
| Department # | 311 | Budget Entry # | |
| Department Name | Streets & Drainage | | |

| | Original Budget | Prior Amendments | This Amendment | Revised Budget |
|------------------------------------|-----------------|------------------|----------------|----------------|
| Asphalt | 15,000 | - | 10,000 | 25,000 |
| Capital Outlay - Paving Funds 2023 | 700,000 | - | (10,000) | 690,000 |

Amendment to move \$10,000 from the City's Proposed Paving Plan 2023 to Streets & Drainage for in house paving projects.

Amendment #7

**Minutes of March 21, 2023
Mayor and Board of Aldermen**



Trusted Utility Partners

TO: KINI GONSOULIN
FROM: JOE CULPEPPER, DIRECTOR OF PUBLIC WORKS
RE: TRANSFER OF FUNDS
DATE: March 16, 2023

Kini,

This is to request that the City approve transferring \$10,000 from the City's proposed 2023 Paving Budget to Public Works' Asphalt budget – Account 311-6138-00.

Please present on the next Board of Aldermen's meeting agenda.

Thank you.

Joe

Based on the following recommendation of Comptroller Kini Gonsoulin, Alderman, Alderman Parker made motion seconded by Alderman Brown and unanimously carried to authorize financing the new fire truck through Cadence Bank.

*

*

**Minutes of March 21, 2023
Mayor and Board of Aldermen**

**RESOLUTION AUTHORIZING AND APPROVING EXECUTION
OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH
CADENCE EQUIPMENT FINANCE, A DIVISION OF CADENCE BANK
FOR THE PURPOSE OF LEASE-PURCHASING CERTAIN EQUIPMENT**

WHEREAS, the Mayor and Board of Aldermen, the Governing Body (the "Governing Body") of the City of Long Beach, Mississippi (the "Lessee"), acting for and on the behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. The Lessee desires to enter into an Equipment Lease-Purchase Agreement with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Agreement") with Cadence Equipment Finance, a division of Cadence Bank (the "Lessor") for the purpose of presently purchasing the equipment as described therein for the total cost specified therein (collectively the "Equipment") and to purchase such other equipment from time to time in the future upon appropriate approval;

2. The Lessee is authorized pursuant to Section 31-7-13(e) of the Mississippi Code of 1972, as amended, to acquire equipment and furniture by Lease-Purchase agreement and pay interest thereon by contract for a term not to exceed 5 years;

3. It is in the best interest of the residents served by Lessee that the Lessee acquire the Equipment pursuant to and in accordance with the terms of the Agreement; and

4. It is necessary for the Lessee to approve and authorize the Agreement.

5. The Lessee desires to designate the Agreement as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of the Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and Mayor George Bass (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year 2023.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. Lessee hereby designates the Agreement as a qualified tax-exempt obligation for purposes of Section 265(b) of the Code.

Section 7. In calendar year 2023, Lessee has designated \$ 519,281.00 of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than \$10,000,000 of obligations issued during calendar year 2023 as qualified tax-exempt obligations.

Section 8. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2023 will not exceed \$10,000,000.

Section 9. For purposes of this resolution, the amount of Tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee, as provided in Section 265(b)(3)(E) of the Code.

Section 10. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Minutes of March 21, 2023 Mayor and Board of Aldermen

Following the reading of the foregoing resolution, Alderman Brown moved that the foregoing resolution be adopted, Alderman McGoey seconded the motion for its adoption. The Mayor Pro Tempore put the question to a roll call vote and the result was as follows:

| | |
|---------------------------------|---------------------------------------|
| Alderman Donald Frazer | Voted: Mayor Pro Tempore - Not Voting |
| Alderman Patrick Bennett | Voted: Aye |
| 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 motion having received the affirmative vote of all members present, the Mayor Pro Tempore declared the motion carried and the resolution adopted this the 21st day of March, 2023.


George L. Bass, Mayor

ATTEST:


Stacey Dahl, City Clerk



Police Chief Seal apprised the Board that a dump truck had taken down the traffic lights at Klondyke and 28th Street intersection just prior to the meeting.

City Engineer David Ball provided updates on widening of S. Mitchell Road, the Southeast Bulkhead project, and inner harbor wall.

**Minutes of March 21, 2023
Mayor and Board of Aldermen**

Based on the following request from Public Works Director Joe Culpepper, Alderman Parker made motion seconded by Alderman Bennett and unanimously carried to authorize the purchase of a new track hoe from Water/Sewer contingency funds:



TO: KINI GONSOULIN
FROM: JOE CULPEPPER, DIRECTOR OF PUBLIC WORKS
RE: PURCHASE OF TRACK HOE
DATE: March 16, 2023

Kini,

This is to request that the City agree to purchase a track hoe for the Public Works Department. See attached quotes.

Please present on the next Board of Aldermen's meeting agenda.

Thank you.

Joe



Product Quotation

Quotation Number: 1253404193
 Date: 2023-03-16 11:02

| | | |
|---|---|--|
| Ship To: Utility Partners Long Beach MS Attn: Joe Culpepper 403 North Street Long Beach, MS 38806 Phone: (228) 385-1211 Email: jculpepper@utilitypartners.com | Bobcat Dealer: Rebecca's Superior Equipment MS 2016 Lakeside Dr P.O. Box 1012, Ocean Springs, MS 38857 Phone: (601) 775-5551 Fax: (601) 775-5551 | Bill To: Utility Partners Long Beach MS Attn: Bryan Farrington 403 North Street Long Beach, MS 38806 Phone: (228) 385-1211 |
| Description: 160-14 Bobcat Compact Track Loader 36 Month Protection Plan (3000 Hours) PSS Performance Package Power Back Tackle 2 Pin Attachment Control US Comfort Package Standard Included Cab with A/C, Air Sound Reduction Radio Ready | Part No. QTY Price Unit Total A10119 1 \$72,790.00 72,790.00 0914106 1 \$1,875.00 1,875.00 A111196 1 \$1,000.00 1,000.00 Two Speed Dual Direction Bucket Discharge A101196 1 \$7,110.00 7,110.00 HVAC Headliner Adjustable Suspension Seat | |
| Total of Items Quoted | | \$82,775.00 |
| Sales total before Taxes | | \$82,775.00 |
| Taxes: Sales Tax ALL SALES | | \$5,805.60 |
| Quote Total - US dollars | | \$88,580.60 |

All prices subject to change without prior notice or obligation. This price quote supersedes all previous price quotes.

Customer Acceptance: _____
 Purchase Order # _____

Authorized Signature: _____

Print: _____ **Sign:** _____ **Date:** _____

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11/10/2023 11:37:23 AM
-- Customer Information --
Farrington, Bryan
City of Long Beach
farringtonb17@yahoo.com
228-265-1217

Date: 3/10/2023 11:37:23 AM
-- Customer Information --
Farrington, Bryan
City of Long Beach
farringtonb17@yahoo.com
228-265-1217

Quote Provided By
LEE TRACTOR CO. OF MISS., INC.
ADAM NELSON
12306 NORTH OAKLAWN LANE
BILOXI, MS 39532
email: ADAM@LEETRACTOR.NET
phone: 2283929922

-- Standard Features --

-- Custom Options --



Series KX057-5R3A
*** EQUIPMENT IN STANDARD MACHINE ***

FEATURES

CD Color Display
Idle
3 Track Models
ROPS/OPG Cab
3 Hydraulic Pump Load
ing System
or, 2 Variable
acement Pumps
ontrols Hydraulic Pilot
ols
Operating Pattern
tion System
ulator
if Control Panel
hment Flow Presets,
ce Alerts
ard Front Dozer Blade w/
egree Full Rotation
egree Left, 55 Degree
Boom Swing
3pm Adjustable Auxiliary
ulics Port 1
ary Hydraulics Diverter

ENGINE

V2607 Kubota DI CRS Tier 4
Diesel Engine
4 Cylinder, 4 Cycle
46.4 Net HP @ 2200 rpm (SAE
1349)

OPERATIONAL DIMENSIONS

Max Digging Depth 12' 9"
Max Digging Radius @ Ground
Level 20' 1"
Max Vertical Digging Depth 5' 4"
Max Dumping Height 13' 8.6"

DOZER BLADE DIMENSIONS

Width 77.2"
Height 16.1"
Lift Above Ground 17.3"
Drop Below Ground 15.9"

PERFORMANCE

Digging Force @
Bucket 10,172 lbs.
Digging Force @ Dipper Arm
5,463 lbs.
Travel Speed (Low) 1.7 mph
Travel Speed (High) 3.0 mph
Climbing Ability 36% / 20"
Lift Capacity 3,410 lbs.
Over Front
Blade Grounded
4.0 Ft. Load Point Height
12.0 Ft. Load Radius

STANDARD WARRANTY

Basic Warranty - 24 Months / 2000
Hours
Rubber Track Warranty - 12
Months / 1000 Hours

DIMENSIONS AND RATING WEIGHT

-5R3A, Rubber Tracks,
OPG (Top Guard, Level

Dozer Blade, Dipper
outenweight
Length 18' 1.3"
Width 8' 5.2"
Height 8' 4.4"
ing Weight 13,051 lbs.*
Clearance 12' 0.2"

operator's weight, 165

KX057-5R3A Base Price: \$91,829.00
Configured Price: \$91,829.00
 Sourcewell Discount: (\$22,038.96)
SUBTOTAL: \$69,790.04
 Dealer Assembly: \$0.00
 Freight Cost: \$625.00
 PDI: \$400.00

Total Unit Price: \$70,815.04
 Quantity Ordered: 1
 Final Sales Price: \$70,815.04

Final pricing will be based upon pricing at the time of final delivery to Sourcewell members. Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer.

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on this quote. All equipment as quoted is subject to availability.

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Recreation Director Bob Paul apprised the Board that the generator at the Senior Center was now installed and operational.

City Attorney Steve Simpson apprised the Board that he had been in recent contact with the legal team of Safe Haven Baby Box and they agreed to strike the indemnity clause from the contract. They would be getting him a revised copy soon that he would then bring to the Mayor to execute since the Board had previously approved the contract with this revision.

**Minutes of March 21, 2023
Mayor and Board of Aldermen**

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