

**Minutes of April 2, 2019  
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET  
REGULAR MEETING OF APRIL 2, 2019  
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.  
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- I. CALL TO ORDER**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. ROLL CALL AND ESTABLISH QUORUM**
- IV. PUBLIC HEARING**
  - 1. Resume - 108 N. Jeff Davis Ave; Assessed to Thomas C & Charlotte Ryan
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VII. APPROVE MINUTES:**
  - 1. **MAYOR AND BOARD OF ALDERMEN**
    - a. March 19, 2019 - Regular
    - b. March 19, 2019 - Executive Session
    - c. March 26, 2019 - Work Session
  - 2. **PLANNING & DEVELOPMENT COMMISSION**
    - a. March 28, 2019 - Regular
  - 3. **PORT COMMISISON**
    - a. March 21, 2019 - Regular
    - b. March 21, 2019 - Executive Session
    - c. Bait Shop Lease
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):**
  - 1. 040219
- IX. UNFINISHED BUSINESS**
  - 1. Library Board Appointment
  - 2. Nextsite Contract Renewal
- X. NEW BUSINESS**
  - 1. Special Event App - Christian Motorcycle Association; Son & Sand Rally
  - 2. Special Event App - LB High School DECA; Muscular Dystrophy Walk
- XI. DEPARTMENTAL BUSINESS**
  - 1. **MAYOR'S OFFICE**
  - 2. **PERSONNEL**
    - a. Police Department - Resignation (1), New Hire (1)
  - 3. **CITY CLERK**
    - a. Credit Card Limit Increase Request
  - 4. **FIRE DEPARTMENT**
  - 5. **POLICE DEPARTMENT**
  - 6. **ENGINEERING**
    - a. 5 Points Intersection Improvements
  - 7. **PUBLIC WORKS**
    - a. Klondyke Well Auxiliary Drive Replacement
    - b. Surplus Property
  - 8. **RECREATION**
  - 9. **DERELICT PROPERTIES**
    - a. 114 Beachview Circle - Extension Request for Public Hearing
- XII. REPORT FROM CITY ATTORNEY**
- XIII. ADJOURN (OR) RECESS**

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Be it remembered that a public hearing before the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held, at 5:00 o'clock p.m., Tuesday, the 2<sup>nd</sup> day of April, 2019, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed by order of the Mayor and Board of Aldermen for holding said public hearing.

There were present and in attendance on said board and at the meeting the following named persons: Aldermen Ronald Robertson, Bernie Parker, Kelly Griffin, Timothy McCaffrey, Jr., Mark E. Lishen, Deputy City Clerk Kini Gonsoulin, and City Attorney James C. Simpson, Jr. Alderman Lishen chaired the meeting in his capacity of Mayor Pro Tempore.

Absent the public hearing was Mayor George L. Bass, Aldermen Donald Frazer, and Patricia Bennett.

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

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The public hearing for 108 N. Jeff Davis Ave; assessed to Thomas C. and Charlotte Ryan, was resumed by order of the Mayor and Board of Aldermen on March 19, 2019, due to the property not being in compliance after the eight week extension that was granted at the original hearing of January 2, 2019.

Mr. Ryan stated they have installed the fencing with fabric and have made great efforts to clean the property. They have moved all vehicles from the City right of way. He also stated he was having conversations with Aaron's Rent-to-Own regarding the container and dumpster that were encroaching onto the Aaron's property.

After continued discussion, Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to grant a two week extension to allow Mr. Ryan to remove the remaining junk cars, and install an additional two sections of white picket fencing if they can obtain permission from Aaron's. Mr. Ryan is required to attend the next Mayor and Board meeting on April 16, 2019 to provide an update.

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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 first Tuesday in April 2019, 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.

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There were present and in attendance on said board and at the meeting the following named persons: Aldermen Ronald Robertson, Bernie Parker, Kelly Griffin, Timothy McCaffrey, Jr., Mark E. Lishen, Deputy City Clerk Kini Gonsoulin, and City Attorney James C. Simpson, Jr. Alderman Lishen chaired the meeting in his capacity of Mayor Pro Tempore.

Absent the meeting was Mayor George L. Bass, Aldermen Donald Frazer and Patricia Bennett.

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

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

- Regular Minutes of March 19, 2019, as submitted
- Executive Session Minutes of March 19, 2019, as submitted
- Work Session Minutes of March 26, 2019, as submitted

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Alderman McCaffrey made motion seconded by Alderman Griffin and unanimously carried to approve the Regular Minutes of the Planning & Development Commission dated March 28, 2019, as submitted.

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Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to approve the minutes of the Port Commission, as follows:

- Regular Minutes of March 21, 2019, as submitted
- Executive Session Minutes of March 21, 2019, as submitted

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Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to approve the following **Lease Agreement by and between Long Beach Port Commission and Brandon Boggess, dba Willie's Fuel & Bait LLC:**

**LEASE AGREEMENT**

This lease agreement made and entered into on this 2nd day of April, 2019, by and between LONG BEACH PORT COMMISSION of Long Beach, Mississippi, hereinafter referred to as "LESSOR", and **Brandon Boggess d/b/a Willie's Fuel and Bait, LLC**, hereinafter referred to as "LESSEE".

**SECTION ONE  
DEMISE, DESCRIPTION AND USE OF PREMISES**

(A) USES ALLOWED: LESSOR leases to LESSEE and LESSEE hires from LESSOR, for the purpose of constructing, operating or maintaining thereon a marine related business and service facility, the purpose of which shall include the sale of fuel and fuel products to the boating public, non-prepared food items such as drinks, prepackaged snacks, sandwiches, and similar items and for no other purpose, those certain premises with the appurtenances, situated thereon in the City of Long Beach, County of Harrison, State of Mississippi. As used herein, the term "demised premises" refers to the real property and to any fuel storage, pumping, and delivery systems and equipment and related improvements located thereon from time to time during the term hereof, but excludes any portion of any presently existing or to be constructed elevated structure which is located on, over or encroaching upon the described property.

(B) USES PROHIBITED: LESSEE shall not use, or permit the demised premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which the demised premises are hereby leased; no use shall be made or permitted to be made of the demised premises, or acts done, which will cause a cancellation of any insurance policy covering any building located or to be located on the

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premises, or any part thereof, nor shall LESSEE sell, or permit to be kept, used, or sold, in or about the demised premises, any article which may be prohibited by the standard form of fire insurance policies. No prepared foods or meals shall be sold, cooked or consumed on the premises. No out-door activities or events shall be sponsored, conducted or allowed on the subject premises by LESSEE without prior consent of LESSOR, and LESSEE shall, at its sole cost, comply with all requirements, pertaining to the demised premises, of any insurance organization or company, necessary for the maintenance of insurance, as herein provided, covering any building and appurtenances at any time located on the demised premises.

(C) SIGNAGE: Any sign(s) or advertising to be displayed on the subject premises shall be first submitted to and approved by LESSOR.

**SECTION TWO**  
**TERM AND RENT**

(A) TERM: The term of this lease shall be for a initial period of FIVE YEARS, the "primary term".

(B) RENT: Base Rent for the primary term shall be equal to the full amount of FORTY-THREE THOUSAND FIVE HUNDRED (\$ 43,500). Said rent shall be payable monthly as follows:

1. From the first day of the month commencing next after execution of this lease agreement by all parties hereto and continuing for a period of SIXTY consecutive calendar months, rent shall be due and paid in advance on the first day of each month in the amount of \$725 DOLLARS.

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2. As additional rent during the primary term hereof, LESSEE agrees to pay to LESSOR a sum equal to THREE PERCENT (3%) of the gross sales proceeds of all fuel and fuel products sold each month. Such additional payments shall be made by the 20<sup>th</sup> day of each following month and supported by actual copies of State of Mississippi sales tax payment receipts or other tax return or payment returns or documents.
3. OPTION PERIOD: If the LESSEE is otherwise in compliance with the terms hereof, upon expiration of the primary term hereof, should LESSOR desire or choose to again lease or offer the subject premises for lease or let for substantially the same purposes as allowed hereunder, LESSEE shall have the option to re-lease the subject premises from LESSOR for TWO additional five year periods, each such period to be re-negotiated on such terms and conditions, including revised rent provisions, as may be agreed upon between the parties. This Option to renew shall not apply or allow LESSEE extend to his lease of the subject premises for substantially different purposes than as allowed hereunder.
4. It is intended that LESSEE operate a facility for sale of fuel and fuel products to marine vessels in the Long Beach Harbor. LESSOR wishes to ensure that fuel prices remain reasonable to harbor users and competitive with those prices available in other harbors and marinas on the Gulf Coast. Therefore, it is agreed that fuel shall be sold at prices not to exceed fifteen percent over the wholesale price paid for such fuel by LESSEE. Price for

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fuel must be adjusted consistently by LESSOR to reflect his most recent fuel purchase cost, and shall be subject to audit by LESSOR.

(C) HOURS OF OPERATIONS: LESSEE shall be open for operation during all hours as specified in DMR regulations. In addition, LESSEE shall also maintain hours of operation as follows: Sunday through Thursday 6:00 AM to 5:00 PM and Friday and Saturday 5:00AM to 5:00 PM. In the event of inclement weather the business can be closed providing a sign is posted stating a date/time the business is scheduled to be reopened for normal business. During said hours LESSEE shall provide those services listed above and described herein. With the notification and permission of the port commission, these hours can be adjusted to shorter periods of operation during those months public marine operations are reduced, e.g., winter. The retail price of live bait shall be competitive with the average retail price for the same type bait sold elsewhere in Harrison County. Failure to comply with these provisions shall constitute an act of default and grounds for immediate termination of this lease.

**SECTION THREE  
WARRANTIES OF TITLE AND QUIET POSSESSION**

LESSEE shall satisfy itself as to the state of the title of the LESSOR's premises. LESSOR will not warrant title to the demised premises and will lease only such interest that it may have, if any.

**SECTION FOUR  
WASTE AND NUISANCE PROHIBITED**

LESSEE shall not commit, or suffer to be committed any nuisance or obnoxious activity on or about the demised premises. LESSEE shall not commit, or suffer to be

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committed any waste which includes but is not limited to failure to have and make available fuel to the public for any period in excess of forty-eight (48) hours, except in case of acts of God, inability due to mechanical breakdown beyond the ability of LESSEE to have corrected within said time, or otherwise by lawful order of any appropriate jurisdiction.

**SECTION FIVE  
SUBLETTING**

LESSEE shall not have the right to assign or sublet this lease either in whole or in part.

**SECTION SIX  
NOTICES**

All notices, demands, or other writings in this lease provided to be given, or which may be given, by either party hereto to the other, shall be deemed to have been fully given and delivered when made in writing and deposited in the United States mail, return receipt requested and postage prepaid, and addressed as follows:

TO LESSOR:           Long Beach Port Commission  
                              Post Office Box 929  
                              Long Beach, MS 39560

TO LESSEE:           Brandon Boggess  
                              d/b/a Willie's Fuel and Bait, LLC  
                              309 Rita Lane  
                              Long Beach, MS 39560

The address to which any notice, demand, or other writing may be given to any party as above provided may be changed by written notice given by such part as above provided.



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SECTION SEVEN  
**CONSTRUCTION AND IMPROVEMENTS**

(A) **IMPROVEMENTS:** LESSEE shall have the right to make such temporary improvements on the premises and alterations to such improvements which from time to time LESSEE may deem necessary in furtherance or operation of his business use of the premises; provided, however, LESSEE will in no event make any alterations, improvements, or other changes of any kind to any structure or building on the premises that will decrease the value of such structure or building, or that will adversely affect the structural integrity of the structure or building. Any such activities must also be submitted to and approved by the LESSOR prior to commencement of construction in accordance with subparagraph (c) below.

(B) **COST:** All alterations, improvements and changes constructed by the LESSEE upon or contiguous to the demised premises shall be at LESSEE's sole expense.

(C) **ALTERATIONS, IMPROVEMENTS AND CHANGES PERMITTED:** The plans and specification for any such alterations, improvements, and changes to be constructed by LESSEE shall be approved by LESSOR, prior to commencement of actual construction. LESSOR shall approve or disapprove the plans and specifications with sixty (60) days of their submission or LESSOR shall be deemed to have granted its approval.

(D) **DISPOSITION OF NEW IMPROVEMENTS:** Any alterations, improvements, and changes constructed by LESSEE to any presently existing improvements on the premises shall become the property of LESSOR, and LESSEE shall have only a leasehold therein, subject to the terms hereof.

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SECTION EIGHT  
**REPAIRS AND DESTRUCTION OF IMPROVEMENTS AND EQUIPMENT**

(A) MAINTENANCE OF IMPROVEMENTS AND EQUIPMENT: LESSEE

shall, throughout the term of this lease, keep and maintain the premises, including all buildings, fuel pumps, fuel storage tanks and related equipment and any other improvements of whatever kind located on the premises, or which may be a part thereof, and all appurtenances thereto, in good, sanitary, and neat order, condition and repair. Any costs of maintenance or repair shall be borne by the LESSEE up to the first TWO HUNDRED FIFTY DOLLARS (\$250.00) per occurrence. Any amount in excess of said amount per occurrence shall be the responsibility of the LESSOR. At the end of the primary term hereof, plus any extensions, LESSEE agrees to return the subject premises to LESSOR in its present condition, subject only to customary and reasonable wear and tear.

(B) COMPLIANCE WITH LAWS: LESSEE shall comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the demised premises, and any activity or condition on or in such premises.

(c) DAMAGE TO AND DESTRUCTION OF IMPROVEMENTS/ CASUALTY LOSS: In the event the leased premises shall be destroyed or rendered totally untenable by fire, earthquake, tornado, hurricane or other cause beyond the control of the LESSOR, this agreement shall cease and terminate as of the date of such destruction and the rental shall then be accounted for between the LESSOR AND LESSEE. In case of damage to or destruction of improvements leased hereunder, LESSEE may, at its

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own expense, repair and restore the same to a condition as good or better than that which existed prior to such damage or destruction.

(D) LESSEE shall maintain hazard and windstorm insurance in an amount equal to the value of the improvements constructed on the demised premises. It is agreed that the proceeds of any such covering any such damage or destruction shall be paid to the LESSOR in the event of a total destruction of the subject premises and cancellation of the lease as provided above. In the event of damage to the subject premises such that LESSEE elect to repair same, any insurance proceeds paid to LESSOR may be applied to the costs of such repair.

**SECTION NINE  
UTILITIES**

LESSEE shall fully and promptly pay for all water, gas, heat, light, power, telephone service and other public utilities of every kind furnished to the premises throughout the term hereof, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the premises and all activities conducted thereon, and any and all taxes of any kind assessed against the demised premises and any personal property located thereon and LESSOR shall bear no responsibility of any kind thereof.

**SECTION TEN  
INSURANCE**

(A) PERSONAL INJURY LIABILITY: LESSEE shall maintain in effect throughout the term of this lease personal injury liability insurance covering its activities on the premises in the amount of ONE MILLION DOLLARS (\$1,000,000) for

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injury to or death of any one person, and TWO MILLION DOLLARS (\$2,000,000) for injury to or death of any number of persons in one occurrence. Such insurance shall specifically insure LESSEE against all liability assumed by it hereunder, as well as liability imposed by law, and shall name Lessor as a co-insured thereunder. Such policy shall be endorsed as to create the same liability on the part of the insurer as though separate policies had been written for LESSOR and LESSEE. A copy of each such policy shall be delivered to LESSOR.

**SECTION ELEVEN**  
**INDEMNIFICATION**

LESSOR shall not be liable for any loss, injury, death or damage to persons or property, which at any time may be suffered or sustained by LESSEE or any person whomsoever may at any time be using or occupying or visiting the demised premises or be in on or about the same, whether such loss injury or death or damage shall be caused by or in any way result from or arise out of an act, omission, negligence of LESSEE or of an occupancy visitor or user of any portion of the premises, or shall result from or be caused by any other matter whether of the same kind as, or of a different kind than, the matters or things above set forth, and LESSEE shall indemnify LESSOR against all claims liability, loss or damage whatsoever on account of any such loss, injury, death or damage. LESSEE expressly acknowledges that it accepts the premises and property as is, and hereby waives all claims against LESSOR. This section shall not apply to loss, injury, death, or damage arising by reason of the gross negligence or willful misconduct of LESSOR, its agents or employees.

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SECTION TWELVE  
**ENVIRONMENTAL INDEMNITY**

(A) Lessee is prohibited from discharging, disposing or depositing or allowing to be spilled or wasted any hazardous substances in any manner whatsoever on the demised premises or location. Lessee may only use hazardous substances on the demised premises or location if such substance and/or materials are utilized in the manner prescribed or permitted by federal and state statutes and regulations. Lessee agrees to indemnify and hold the Lessor harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses (including attorney's fees) arising directly or indirectly from or out of or in any way connected with Lessee's use or disposal of hazardous materials on the demised premises or location resulting in any damage to Landlord's property, environmental or otherwise. Lessee acknowledges that it will be solely responsible for all costs and expenses related to environmental clean up, as may be required by Mississippi Department of Environmental Quality, the United States Environmental Protection Agency, United States Coast Guard or by an applicable law, rule or regulation, resulting from any release, threatened release, use or disposal of any hazardous substances and/or hazardous materials on the demised premises or location caused by Lessee or its business guests licensees or invitees, and agrees to indemnify and hold Lessor fully harmless from any liability, costs and expenses related to same, excluding damages, liabilities, costs and/or expenses relating to any condition that is documented to exist prior to execution of this agreement, but only to such extent.

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(B) The terms "hazardous substances" and "hazardous materials" shall include "hazardous waste, hazardous or toxic material, a hazardous, toxic or radioactive substance, petroleum, including crude oil or any fraction thereof, flammable explosives, asbestos, any material containing polychlorinated biphenyls, and any of the substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., Hazardous Materials Transportation Act, 49 U.S.C. Section 1802, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., and the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. Section 2601, et seq., or any other federal, state, local or other governmental legislation, statute, law, code, rule, regulation or ordinance identified by its terms as pertaining to the disposal, storage, generation or presence of hazardous substances or waste.

(C) LESSEE also agrees to observe and comply with requirements of the NOAA sponsored CLEAN MARINA PROGRAM.

**SECTION THIRTEEN  
INGRESS AND EGRESS BY WATER**

LESSOR authorizes LESSEE, during the time this lease agreement remains in force and effect, to create and maintain an egress and ingress for the passage of boats over and upon the water within the Long Beach Harbor to the southern boundary line of the area described above for the purpose of approaching and accessing the fuel facility. No boats shall dock at any pier utilized by LESSEE except boats docked for the purpose of conducting business with LESSEE, and in no case or event for a period of time greater than eight (8) consecutive hours.

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SECTION FOURTEEN  
**CONDITIONS OF DEFAULT**

Any breach or violation of any term hereof shall constitute a default hereunder, and entitle the LESSOR to the rights and remedies provided herein, in addition to all other remedies provided by law.

It shall also be considered an act of default should the LESSEE fail to have and make available fuel to the public for an period in excess of forty-eight (48) hours, except in case of acts of God, inability due to mechanical breakdown beyond the ability of LESSEE to have corrected within said time, or otherwise by lawful order of any appropriate jurisdiction.

It shall also be considered an act of default for LESSEE to either fail to properly and accurately account to LESSOR all fuel purchases and sales occurring during the term hereof, or to inconsistently, inaccurately or improperly reflect and revise fuel sales prices in accordance with the limitations contain in Section Two above.

SECTION FIFTEEN  
**NOTICE OF DEFAULT**

A notice of default shall consist of a written notice of the acts or omissions of LESSEE which constitutes the default and the action required by LESSEE to cure the default. The notice of default shall be mailed by United States mail, postage prepaid, return receipt requested, to LESSEE's mailing address given above.

SECTION SIXTEEN  
**EXERCISE OF LESSOR'S RIGHTS**

Except for LESSEE's non-payment or untimely payment of rent, for which no notice is required, or for default for failure to properly and accurately account to

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LESSOR for all fuel purchases and sales , or to consistently, accurately and properly reflect and revise fuel sales prices in accordance with the limitations contain in Section Two hereof, for which three instances of Notice of such event of default shall be required before any remedy of cancellation is available, LESSEE shall not be in default of this Lease Agreement and LESSOR shall not exercise any of its rights and remedies contained herein, or terminate this Lease Agreement for any reason, except upon the following conditions:

(1) LESSOR has sent LESSEE a notice of default as required in Section Fourteen herein and;

(2) Thirty (30) days have elapsed from the date of mailing of Notice of Default by LESSEE; and

(3) LESSEE has either: a) failed to cure the default within the said thirty (30) days, or, b) LESSEE has failed to make diligent efforts, in the sole judgment of the LESSOR, to cure the default within a reasonable time if the default cannot be cured with the said thirty (30) days.

**SECTION SEVENTEEN  
DEFAULT**

In the event LESSEE shall fail to cure a default of this lease within time allowed above or in the case of any default for failure to pay rent or properly account and report fuels matters, LESSOR shall have the right of immediate re-entry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of LESSEE. Should



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LESSOR elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings, LESSOR may terminate this lease.

SECTION EIGHTEEN  
**DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE**

On termination of this lease for any cause, except upon total condemnation, LESSOR shall become the owner of any building or improvements on the demised premises. All personal property located on the demised premises which is the property of the LESSEE shall remain the property of the LESSEE after termination of this lease, provided however that any such personal property not removed within thirty days of termination of this lease shall be considered abandoned by LESSEE, and may be removed and discarded or otherwise dealt with by the LESSOR.

SECTION NINETEEN  
**GENERAL PROVISIONS**

(A) **Dispute Resolution.** To the extent allowed by law all damages, costs and expenses, including reasonable attorney's fees and expert's fees, incurred by the port commission in a dispute involving this lease will be borne by the lessee if determined to be at fault in such dispute.

(B) **Modification.** No modification, termination or attempted waiver of this lease, or any provision thereof, shall be valid unless in writing signed by LESSOR and LESSEE.

(c) **Waiver.** The waiver, either expressed or implied, or lack of LESSOR's enforcement of any provision of this lease shall not operate or be construed as a waiver of any other or subsequent breach by LESSEE.

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IN WITNESS WHEREOF, the parties have executed this lease on the day and year first above written.

LONG BEACH PORT COMMISSION      CITY OF LONG BEACH

By: *Phil Kies*  
Phil Kies, President

By: \_\_\_\_\_  
George Bass, Mayor

Date of Execution 4/3/19

Date of Execution \_\_\_\_\_

LESSEE:

*Brandon Boggess*  
Brandon Boggess d/b/a  
Willie's Fuel and Bait, LLC, Lessee

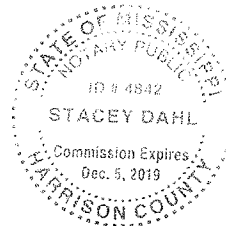
STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY came and appeared before, the undersigned authority for said state and county, BRANDON BOGGESS, Brandon Boggess of Willie's Fuel and Bait, LLC, and who acknowledged that he executed and delivered the above and foregoing foregoing instrument on the day and year therein stated, as his act and deed having full authority to do so.

GIVEN under my hand and official seal of office on this the 3 day of  
April, 2019.

*Stacey Dahl*  
Notary Public

My Commission Expires:  
12/5/19  
STATE OF MISSISSIPPI  
COUNTY OF HARRISON



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PERSONALLY came and appeared before me, the undersigned Notary, George Bass, who after being duly sworn by me did state that he executed the above and foregoing document in his capacity as Mayor of the City of Long Beach, having been first duly authorized to do so by the Board of Aldermen of the City of Long Beach.

GIVEN under my hand and official seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned Notary, Phil Kies, President of the Long Beach Port Commission, who after being duly sworn by me did state that he executed the above and foregoing document in his capacity as President of the Long Beach Port Commission, having been first duly authorized to do so by the Board of Commissioners of the Long Beach Port Commission

GIVEN under my hand and official seal of office on this the 3 day of April, 2019.

Stacey Dahl  
Notary Public

My commission Expires:  
12/5/19



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Alderman Robertson made motion seconded by Alderman McCaffrey and unanimously carried to approve payment of invoices listed in Docket of Claims 040219.

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Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to appoint Shea Crosby to the Library Board for a term ending July, 2022.

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Alderman McCaffrey made motion seconded by Alderman Griffin and unanimously carried to table the Nextsite Contract Renewal until the April 16, 2019 meeting.

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Alderman McCaffrey made motion seconded by Alderman Griffin and unanimously carried to approve both of the following Special Event Applications submitted by Christian Motorcycle Association for the Son & Sand Rally, and the Muscular Dystrophy Walk submitted by Long Beach High School DECA:

Good Morning Mayor and Board of Aldermen,

My husband and I are members of CMA (Christian Motorcycle Association) and every year we have a State Rally, where members from all over the state of MS come together for a weekend of fellowship, praise, worship and refreshing. This year our State Rally will be September 20<sup>th</sup>, 21<sup>st</sup> & 22<sup>nd</sup> and we would like to hold this event in Long Beach, MS on the Town Green. We believe it would be a perfect location for our friends to ride and enjoy the beauty that Long Beach and the surrounding towns have to offer.

Due to the fact this is our State Rally and we are a Christian non-profit organization we are respectfully requesting that any fees for this event will be waived.

Thank you for your consideration in this matter and we are excited about what great things the Lord has in store for this Rally and for the town of Long Beach during this weekend.

Thank you,



David and Gail Thomas

CMA South Central Regional Area Reps

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September 20-22  
2019

Friday-Sunday

7:00pm - 1:00pm  
Sunday Sunday

Son & Sand Rally  
Town Green

CITY OF LONG BEACH  
SPECIAL EVENT APPLICATION

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

Date Received By Clerk's Office: 2/27/19 Time: 3:21 By: CS

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

Sponsoring Organization's Legal Name: CHRISTIAN Motorcyclists Association

Organization Address: 4278 Hwy 715 Mena AR 71953

Organization Agent: DAVID THOMAS Title: South Central MS Area Rep.

Phone: 228-731-0732 Work Home: 228-213-6633 During event: Both

Agent's Address: 320 Ferguson Ave Long Beach MS 39560

Agent's E-Mail Address: DVTHOMAS@CABLEONE.NET

Event Name: SON & SAND Rally

Please give a brief description of the proposed special event: Friday &

Saturday Concert @ night 7-10. Bike show-Rides

& Recognition of Military Vets & Active Duty on Saturday

Church Service on Sunday 9am

FRIDAY, SAT, SUNDAY  
Event Day(s) & Date(s): 9-20 to 9-22-19 Event Time(s): 9:30am 7pm - 1pm

Set-Up Date & Time: 9-20-19/12noon Tear-Down Date & Time: 9-22-19 - 1pm

Event Location: Long Beach Town Green & Recreation Center

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

How many years has this event occurred? SEVERAL YEARS, Different Locations

ADOPTED: 11.15.11-BOARD ACTION

## Minutes of April 2, 2019 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 9-21-19/NOON through Date/ Time 9-22-19/NOON

**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:

Around the Town Green, 3rd & 4th St & Jeff Davis in front 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 the expected (estimated) attendance for this event? 2 to 3 hundred

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

If yes, you are required to obtain a permit through the City Clerk's Office.

**REST ROOMS:** Are you planning to provide portable rest rooms at the event? YES  NO   
If yes, how many? \_\_\_\_\_

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

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

Possibly closure of 3rd Street.  
9:00 AM - 9:30 AM.  
2:00 pm - 3:00pm

ADOPTED: 11.15.11-BOARD ACTION

**Minutes of April 2, 2019  
Mayor and Board of Aldermen**

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

---

**CERTIFICATION AND SIGNATURE:** I understand and agree on behalf of the sponsoring organization that: A Certificate of Insurance must be provided which names the City of Long Beach as an additional named insured party on the policy or I am requesting that Board of Aldermen waive the insurance requirement for this Low Hazard Event as identified in paragraph above

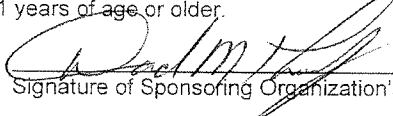
related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

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

The approval of this special event may include additional requirements or limitations, based on the City's review of this application. Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

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

2-29-19  
Date

  
Signature of Sponsoring Organization's Agent

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

ADOPTED: 11.15.11-BOARD ACTION

Minutes of April 2, 2019  
Mayor and Board of Aldermen

Fri - Sunday  
9/20 - 9/22/19  
7:00 - 1:00  
Town Green  
Sway Only

Event Title: Son's Song Rally

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

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

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

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

Public Works: 3C Recommend Approval: YES NO Est. Economic Impact: \$ 0

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

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

Have businesses been notified for street closures?: YES NO

Reason for disapproval: \_\_\_\_\_

Any special requirements/conditions: \_\_\_\_\_

Insurance / Indemnification Received: \_\_\_\_\_

Insurance Approved: \_\_\_\_\_

Board of Aldermen Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Approval/ Denial Mailed: \_\_\_\_\_

ADOPTED: 11.15.11-BOARD ACTION



# Minutes of April 2, 2019 Mayor and Board of Aldermen

CITY OF LONG BEACH  
PARKS AND RECREATION DEPARTMENT  
APPLICATION FOR PERMIT

*Bob Paul - Recreation Center  
228-669-7601*

TOWN GREEN

Group / Individual Name (Permit tee):

*CHRISTIAN Motorcyclists Association, CMA / DAVID & PAUL THOMAS*

Telephone Number: *228-731-0732 / 228-213-6633*

Street Address: *320 Ferguson Ave*

City *Long Beach* State *MS* Zip *39560*

Type of Event: *CMA State Rally*

Start Time: *12 NOON ON 9-20-19*

Closing Time: *1pm ON 9-22-19*

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on  
*9-20 to 9-22-2019*  
(Date)

The person(s) requesting this permit

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

Signature *David M Thomas* Date: *2-29-2019*

Rental Fee \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Date \_\_\_\_\_

Deposit Fee \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Date \_\_\_\_\_

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of April 2, 2019  
Mayor and Board of Aldermen

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
SECOND JUDICIAL DISTRICT

**RELEASE AND IDNEMNITY**

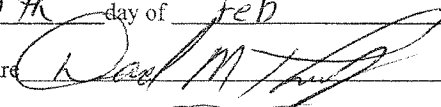
WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3<sup>rd</sup> Street, I DAVID THOMAS, do hereby release, acquit and forever discharge the City of Long 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 29<sup>th</sup> day of Feb, 2019.

Authorized Signature 

Witness 

Minutes of April 2, 2019
Mayor and Board of Aldermen



ARHATCM-01

SLONG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/7/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: James Greene & Associates, Inc.
INSURER A: Brotherhood Mutual Insurance
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: Christian Motorcyclists Association, Inc.
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF...

Minutes of April 2, 2019  
Mayor and Board of Aldermen



March 21, 2019

To: City of Long Beach

Re: DECA Muscular Dystrophy Walk  
#BeStrongForBlakeley

My name is Demetria Brown. I am a teacher and sponsor at Long Beach Senior High School. DECA is a national student organization that focuses on helping students to become successful business leaders and entrepreneurs within the community. As you know, it is important that every community leader support community based outreach. DECA students at Long Beach High School are dedicated to their community service projects. Their national health initiative is to support research and raise money for families diagnosed with various types of muscular dystrophy. Long Beach high school DECA along with Southeast Louisiana Muscular Dystrophy Association is privileged to work with and support a local family.

As such, we would like your permission to host a muscular dystrophy walk at the Harper McCaughan Town Green on Saturday, May 4, 2019 from 8:00am-1:00pm. This walk will be in honor of Blakeley Quinn Hammons. Blakeley lives on the coast and was diagnosed with spinal muscular atrophy; a rare form of muscular dystrophy. Proceeds from the walk and part of proceeds from vendor sells will be donated to Blakeley and her family to offset the cost of her expensive treatments. As such, we are graciously asking that the Mayor and Board of Alderman waive the fees to use the Town Green/Walk. Long Beach High School clubs will set-up booths to sell foods, t-shirts, bracelets and snacks on the Town Green to support Blakeley treatments and raise funds for future projects in Long Beach. If you have any questions, please don't hesitate to contact me at 228-213-6523 or [demetria.brown@lbsd.k12.com](mailto:demetria.brown@lbsd.k12.com).

Sincerely,

Demetria Brown  
Family and Consumer Science  
Career & Technical Education  
NTHS, DECA, FCCLA and Interact Sponsor

EMERGING LEADERS  
AND ENTREPRENEURS  
IN MARKETING, FINANCE, HOSPITALITY AND MANAGEMENT

Minutes of April 2, 2019  
Mayor and Board of Aldermen

May 4, 2019  
Saturday  
8:00 AM - 12:00 PM  
DECA-Muscular  
Dystrophy Walk  
Town Green

CITY OF LONG BEACH  
SPECIAL EVENT APPLICATION

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

Date Received By Clerk's Office: 3/20/19 Time: 4:37 By: CS

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

Sponsoring Organization's Legal Name: Long Beach High School DECA

Organization Address: 300 E Old Pass Road

Organization Agent: Demetria Brown Title: Teacher

Phone: 228-213-6523 Work Home 228-863-6445 During event 228-213-6523

Agent's Address: 300 E. Old Pass Road

Agent's E-Mail Address: demetria.brown@lbsd.k12.com

Event Name: DECA-Muscular Dystrophy Walk

Please give a brief description of the proposed special event: LBHS student

and community will walk to support Muscular  
Dystrophy awareness. The walk will start  
at town green

Event Day(s) & Date(s): May 4, 2019 Event Time(s): 0800am

Set-Up Date & Time: May 4 @ 0800 am Tear-Down Date & Time: May 4 @ 11:00pm

Event Location: Town Green

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

How many years has this event occurred? 0

ADOPTED: 11.15.11-BOARD ACTION

Minutes of April 2, 2019  
Mayor and Board of Aldermen

May 4, 2019  
Saturday  
8:00 AM - 12:00 PM  
DECA-muscular  
Dystrophy Walk  
Town Green

CITY OF LONG BEACH  
SPECIAL EVENT APPLICATION

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

Date Received By Clerk's Office: 3/20/19 Time: 4:37 By: CS

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

Sponsoring Organization's Legal Name: Long Beach High School DECA

Organization Address: 300 E Old Pass Road

Organization Agent: Demetria Brown Title: Teacher

Phone: 228-213-6523 Work Home 228-863-6445 During event 228-213-6523

Agent's Address: 300 E. Old Pass Road

Agent's E-Mail Address: demetria.brown@lbshs12.com

Event Name: DECA-Muscular Dystrophy walk

Please give a brief description of the proposed special event: LBHS student

and community will walk to support Muscular

Dystrophy awareness. The walk will start

at town green

Event Day(s) & Date(s): May 4, 2019 Event Time(s): 0800am

Set-Up Date & Time: May 4 @ 0800 am Tear-Down Date & Time: May 4 @ 11:00pm

Event Location: Town Green

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

How many years has this event occurred? 0

ADOPTED: 11.15.11-BOARD ACTION

**Minutes of April 2, 2019  
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: May 4, 2019 0800 am through Date/ Time May 4, 2019 1:00 pm

**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:

start  
Around Town Green Jeff Davis and 4th  
down to Magnolia then Lang turn around and  
come back.

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

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

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

If yes, what time? \_\_\_\_\_ Until \_\_\_\_\_

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

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

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

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

If yes, you are required to obtain a permit through the City Clerk's Office.

**REST ROOMS:** Are you planning to provide portable rest rooms at the event? YES  NO   
If yes, how many? \_\_\_\_\_

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

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

Will request Street + closure for safety + water  
spots for walkers and observers. We will  
need barricades and police

ADOPTED: 11.15.11-BOARD ACTION

**Minutes of April 2, 2019  
Mayor and Board of Aldermen**

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

This event is sponsored by a club (DEC\*)  
under Long Beach School District

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

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

The approval of this special event may include additional requirements or limitations, based on the City's review of this application. Applicants who fail to clean up and repair damages to the Event Area may be billed for City services and such failure will be considered for future applications.

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

3/18/19  
Date

  
Signature of Sponsoring Organization's Agent

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

ADOPTED: 11.15.11-BOARD ACTION



Minutes of April 2, 2019  
Mayor and Board of Aldermen

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

Group / Individual Name (Permit tee):  
Demetria Brown (Long Beach High School DECA)  
Telephone Number: 228-213-6523  
Street Address: 300 E. Old Pass Road  
City Long Beach State MS Zip 39560  
Type of Event: Muscular Dystrophy Walk  
Start Time: 0830am  
Closing Time: 1:00 pm

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on  
May 4, 2019 - Saturday  
South Gazebo

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.

X Signature Demetria Brown X Date: 3/18/19

Rental Fee \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Date \_\_\_\_\_  
Deposit Fee \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Date \_\_\_\_\_  
Clean-up Fee \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Date \_\_\_\_\_

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of April 2, 2019
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 Demetria Brown, 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.

X This, the 20th day of March, 2019
X Authorized Signature Demetria Brown
X Witness Sherri Alexander

~ 2 ~

\*\*\*\*\*

Mayor Pro Tempore Lishen apprised the Board regarding Ordinance 598 and its amendments. It has been discovered that when adopting Ordinance 598 some items were replaced and or overlooked. Mayor Pro Tempore Lishen directed the City Attorney to work with the Building Office to review this ordinance and identify any discrepancies and/or corrections.

\*\*\*\*\*

**Minutes of April 2, 2019  
Mayor and Board of Aldermen**

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

Police Department:

- Resignation, Police Officer 1<sup>st</sup> Class Ron Harmon, effective April 11, 2019
- New Hire, Police Recruit Steven Lamonica, PS-5-B, effective April 16, 2019

\*\*\*\*\*

Per the following request, Alderman Griffin made motion seconded by Alderman Robertson and unanimously carried to authorize Finance Officer Kini Gonsoulin to request an increased credit limit for the City's credit cards:

**City Clerk's Office**

# Memo

**To:** Mayor & Board of Aldermen  
**From:** Kini Gonsoulin, Finance Officer/Deputy City Clerk  
**Date:** 3/26/2019  
**Re:** Credit Card

---

The City currently has a total of four credit cards that we use for travel and training purposes. These cards share a \$5,000 limit. With the recent traveling of the Mayor and Board Members, we have run into situations where there was an issue being able to book airline tickets due to the small credit line we carry. I would like to request an increase of the credit limit to \$20,000 to be sure that we don't run into these problems again. As always, the credit card bills always appear on a Docket of Claims to be reviewed by the Board before being paid.

If you have any questions, please feel free to contact me. Thank you.

\*\*\*\*\*

Minutes of April 2, 2019  
Mayor and Board of Aldermen

There came on for discussion the 5 Points Intersection Improvements Feasibility Study; whereupon City Engineer David Ball provided the following:

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



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

March 21, 2019


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

RE: "5 Points" Intersection Improvements – Feasibility Study

Ladies and Gentlemen:

After considerable discussions and exploration with the Gulf Regional Planning Commission (GRPC), it has become apparent that the GRPC does not have sufficient funds in their current budget to fund studies. New funds should become available in the FY2020 budget which should go into effect on October 1. We have requested that funds for the 5 Points Intersection Improvements study be included in the GRPC's FY2020 budget, and are working with the GRPC to move in that direction.

We hope that this letter serves as a general status report on the referenced project, and we look forward to resuming our pursuit of this study later this year, if it pleases the Board.

Sincerely,  
  
David Ball, P.E.

DB:539

ec: Kenneth Yarrow  
David Taylor

No action was taken.

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There came on for discussion the need to replace the Klondyke Auxiliary drive; whereupon Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to authorize Public Works Director Joe Culpepper to purchase a replacement based on the lowest quote received in the amount of \$31,455.50, to be funded from the Water/Sewer Contingency Fund.

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Alderman Griffin made motion seconded by Alderman McCaffrey and unanimously carried to declare the following items as surplus and authorize them to be sold at auction:



## Memo

**To:** MAYOR BASS & BOARD OF ALDERMEN *jk*  
**From:** JOE CULPEPPER, PROJECT MANAGER – PUBLIC WORKS  
**Date:** 3/28/19  
**Re:** Attached Auction/Surplus List

Below please find the list of Public Works equipment that we would like to put in the upcoming auction, to be held Saturday, April 13, 2019.

Please consider categorizing the attached list of equipment to be auctioned as surplus.

Thank you.

### AUCTION LIST APRIL 2019

ITEM	VIN/SER#	MODEL#
PW130 2009 CHEVY DUMP TRUCK	1GBM7C1B19F404826	C-7500
W1 2001 GMC W4500 CAB AND CHASSIS	J8DC4B14817015786	W-4500
PW6 1999 NEW HOLLAND 1720 TRACTOR	UL-42775	1720
HEIL DUMP BODY	0007206	SDYB11X94
PW14 6 FOOT BRUSH HOG	3706	WHACKER
PW95 WHITEMAN MORTAR MIXER	HF759267	WM900P
FILE CABINETS		
TWO TRUCK TOOL BOXES		
SEVERAL BUNDLES OF SHINGLES		
TWO WATER TANKS		
BUMPER JACK		
TRANSMISSION JACK		
LARGE BOX FAN		
2005 FORD	3MZA52215BA66106	FREESTAR

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There came upon for consideration a request for extension to clean derelict property located at 114 Beachview Circle; assessed to Thomas & Laurie Marino, whereupon the Zoning Officer provided pictures of the subject property taken on April

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1, 2019 showing the property has been partially cleaned. After discussion, Alderman Robertson made motion seconded by Alderman Parker and unanimously carried to grant an extension until April 30, 2019 to complete the cleaning of the property. The new Public Hearing date will be May 7, 2019.

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Mayor Pro Tempore Lishen recognized the City Attorney for his report; whereupon Mr. Simpson provided a proposed settlement agreement from pending litigation for the Board's review.

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

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APPROVED:

\_\_\_\_\_  
Alderman Donald Frazer, At-Large

\_\_\_\_\_  
Alderman Ronald Robertson, Ward 1

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Alderman Bernie Parker, Ward 2

\_\_\_\_\_  
Alderman Kelly Griffin, Ward 3

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Alderman Timothy McCaffrey, Jr., Ward 4

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Alderman Mark E. Lishen, Ward 5

\_\_\_\_\_  
Alderman Patricia Bennett, Ward 6

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Kini Gonsoulin, Deputy City Clerk