

**Minutes of March 16, 2021
Mayor and Board of Aldermen**

MUNICIPAL DOCKET
REGULAR MEETING OF MARCH 16, 2021
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. PUBLIC HEARINGS
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET
- VII. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. March 2, 2021 Regular
 - b. March 2, 2021 Executive Session
 - 2. PLANNING & DEVELOPMENT COMMISSION
 - a. March 11, 2021 No Meeting
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 031621
- IX. UNFINISHED BUSINESS
 - 1. Assess Clean-up Fees – 19132 Pineville Rd; Cynthia Saucier
 - 2. HMGP Grant – Property Acquisition 701 Rita Lane
 - 3. Update 18026 Allen Rd; Li Hua
- X. NEW BUSINESS
 - 1. Franchise Agreement – Sparklight
 - 2. Stop Sign at South Lang Ave – Alderman Robertson
 - 3. Special Event Application – Jeepin’ The Coast
 - 4. Special Event App – MS Public Broadcasting; On The Move with Felder
 - 5. Appeal – Approval of Self-Storage Facility @ 6005 Daugherty Rd; Stephen McNally
 - 6. Price Bros. Pipe Project Financing
 - 7. Gulf Regional Planning Commission Appointment
 - 8. Contract – Sparklight; Library
 - 9. Library Board Resignation – Erin Rhue
- XI. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. PERSONNEL
 - a. Police Dept: Resignation (1); New Hire (1); Step Increase (1)
 - b. Fire Dept: Retirement (1); Promotion (1)
 - 3. CITY CLERK
 - a. Revenue/Expense Report February 2021
 - b. Budget Amendment FY 21 – Water Operations
 - c. Budget Amendment FY 21 - Recreation
 - 4. FIRE DEPARTMENT
 - 5. POLICE DEPARTMENT
 - 6. ENGINEERING
 - a. Request to Advertise – Library HVAC Repairs
 - b. Contract Amendment – Overstreet & Assoc.; Gateway Project
 - 7. PUBLIC WORKS
 - 8. RECREATION
 - 9. BUILDING OFFICE
 - 10. HARBOR
 - 11. DERELICT PROPERTIES
- XII. REPORT FROM CITY ATTORNEY
- XIII. ADJOURN (OR) RECESS

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in March 2021, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Ronald Robertson, Bernie Parker, Angie Johnson (via phone), Timothy McCaffrey, Jr., Mark E.

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Lishen, Patricia Bennett, Deputy City Clerk Kini Gonsoulin, and City Attorney Stephen B. Simpson, Esq.

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

Alderman Frazer recused himself at this time.

Alderman McCaffrey made motion seconded by Alderman Robertson to suspend the rules and add item #10 Special Event Application – Committee to Elect Donald Frazer; Meet & Greet under section X. New Business.

Alderman Frazer returned to the meeting.

Alderman Robertson made motion seconded by Alderman McCaffrey and unanimously carried to approve the Regular and Executive Session minutes of the Mayor and Board of Aldermen dated March 2, 2021, as submitted.

It was noted for the record that there was no Planning & Development Commission meeting regularly scheduled for March 11, 2021 due to lack of business.

Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to add invoice # April 2021 payable to Department of Finance & Administration for \$2,271.98 to Docket of Claims number 031621.

Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to approve payment of invoices listed in Docket of claims number 031621.

Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to table Assess Clean Up Fees – 19132 Pineville Road; Cynthia Saucier until the April 7, 2021 Recessed meeting.

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Alderman McCaffrey made motion seconded by Alderman Lishen and unanimously carried to table HMGP Grant – Property Acquisition 701 Rita Lane until the April 7, 2021 Recessed meeting.

After review of photographs and an update from Building Official Mike Gundlach, Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to allow Mr. Hua of 18026 Allen Road until the April 7, 2021 Recessed meeting to bring his property into compliance.

Alderman Robertson made motion seconded by Alderman Parker and unanimously carried to approve the Franchise Agreement with Sparklight and direct City Attorney Steve Simpson to draft an ordinance for adoption at the April 7, 2021 meeting.

There came on for discussion installing a stop sign on South Lang Avenue, whereupon Alderman Robertson made motion seconded by Alderman Parker and unanimously carried to install a 3-way stop at the intersection of South Lang Avenue and Magnolia Street.

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Alderman McCaffrey made motion seconded by Alderman Robertson and unanimously carried to approve the following Special Event Application submitted by Jennifer Moran Productions, Inc. for Jeepin' The Coast, and waive all fees, contingent upon the applicant providing proof of insurance for each scheduled event at least one month prior to:



February 24, 2021

City of Long Beach

Dear Mayor and Alderman,

In May 2018 we hosted our first 4 day "*Jeepin the Coast*" event on the Mississippi Gulf Coast. We had approximately 2200 Jeep enthusiasts and countless spectators. This has grown to be a huge tourism event for our MS Gulf Coast especially the city of Long Beach. JTC 2021 will be held June 3rd – June 6th, 2021. It has been determined that Jeep Central will be located in Long Beach again this year. We will have Scavenger Hunts, Beach Crawl, Jeep Parade and Show & Shine Jeep Show. We ask that the City of Long Beach waive the fees for the event.

Please feel free to contact me at 228-697-7347.

Sincerely,

Jennifer Moran
Jeepin The Coast

PO Box 2963 Gulfport, MS 39505 | 228.697.7347

Minutes of March 16, 2021 Mayor and Board of Aldermen

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CITY OF LONG BEACH
SPECIAL EVENT APPLICATION
City Clerk's Office * 201 Jeff Davis Avenue * P.O. Box 929 * Long Beach, MS 39560

Date Received By Clerk's Office: 2/22/21 Time: 4:30 By: CS

2 Wa

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: JENNIFER MORAN Productions, LLC

Organization Address: 21000 Houston Lamar Rd

Organization Agent: SAUCIER, MS 39574 Title: DOWNER

Phone: 697-7347 Work Home _____ During event _____

Agent's Address: _____

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

Event Name: JEEP IN THE COAST

Please give a brief description of the proposed special event: _____

3 day JEEP EVENT HELD IN LB, Pass Christian, & Bay St. Louis. Long Beach is where most of the events take place. Vendor Village, Bands

Event Day(s) & Date(s): June 3-6, 2021 Event Time(s): Ends at 10pm June 5

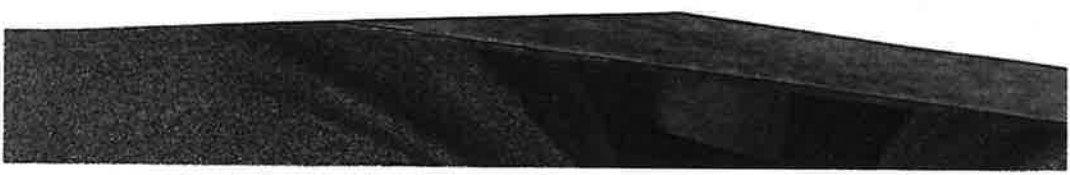
Set-Up Date & Time: June 3 3pm Tear-Down Date & Time: June 6, Noon

Event Location: Town Green + Downtown L.B

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

How many years has this event occurred? 3

ADOPTED: 11.15.11-BOARD ACTION
Jennifer Moran 1214@gmail.com



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Mayor and Board of Aldermen

1 / 2 Groundhog Day *B* / 3

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: June 5 5pm through Date/ Time: June 5 8am

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:
Town Green + Surrounding area

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? Costumes for a Cause (Nonprofit) will have this Until NO

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. City of LB

ATTENDANCE: What is the expected (estimated) attendance for this event? 10-15K

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

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

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

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

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

ADOPTED: 11.15.11-BOARD ACTION

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

forthcoming in May

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.

2-19-21
Date

Jennifer M. Moran
Signature of Sponsoring Organization's Agent

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

ADOPTED: 11.15.11-BOARD ACTION

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1	2 Groundhog Day of L.B.	3	4 F. K. 1
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Event Title: JEEP IN THE COAST 6/3-6/6

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.

3sid

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

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

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

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

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

HARBOR Have businesses been notified for street closures? YES YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

Insurance / Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

Approval/ Denial Mailed: _____

ADOPTED: 11.15.11-BOARD ACTION

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June 3-6, 2021
Thur. - Sunday
Jeeping the Coast
Parade + Event
Town Green

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT
TOWN GREEN
Bob Paul
228.669.7601

Group / Individual Name (Permit fee):
Jennifer Moran Productions LLC
Telephone Number: 228 697-7347
Street Address: 21000 Houston Ladner Rd
City: Sausalito State: MS Zip: 39514
Type of Event: Jeep Event
Start Time: June 3, 2021 noon
Closing Time: June 6, 2021 noon

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on
June 3, 2021 - June 6, 2021
(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: Jennifer Moran Date: 2/24/2021

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

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STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I Jennifer Moran, 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 24th day of February, 2021.

Authorized Signature Jennifer Moran

Witness [Signature]

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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.

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Alderman Frazer made motion seconded by Alderman Robertson and unanimously carried to approve the following Special Event Application submitted by the Mississippi Public Broadcasting Foundation for MPB On The Move with Felder:



The Honorable Mayor George Bass and Board of Aldermen
City of Long Beach, Mississippi
P.O. Box 929
201 Jeff Davis Avenue
Long Beach, MS 39560

Dear Mayor and Board:

The Mississippi Public Broadcasting Foundation is hosting an event in Long Beach at the Harper McCaughan Town Green Pavilion the morning of Saturday, April 17, 2021. One of our most famous radio hosts Felder Rushing, the Gestalt Gardener, is speaking at this event. We are planning to be outside with stadium/lawn chairs, social distancing and wearing masks. The Foundation plans to serve coffee and pastries. This is one in a series of twelve such events we are doing around the state. We really want the Long Beach area to be one of our event locations.

As you know, the best made plans can always change due to weather in the state of Mississippi as we have seen all too clearly of late. I am requesting permission to move to the Recreation Center at no additional charge if our event cannot be held outdoors. Because of the size, we will be able to still socially distance and maintain safety.

I would greatly appreciate your granting permission for this request.

Sincerely,

A handwritten signature in cursive script that reads 'Angela C. Ferraez'.

Angela Crossley Ferraez
Executive Director
MPB Foundation
3825 Ridgewood Road
Jackson, MS 39211
601-432-6257

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**CITY OF LONG BEACH
SPECIAL EVENT APPLICATION**

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

Date Received By Clerk's Office: 3/16/21 Time: 1:19 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: MPB Foundallon

Organization Address: 3825 Ridgewood Road, Jackson, MS 39211

Organization Agent: Angela C Ferraez Title: Executive Director

Phone: 601-432-6257 Home _____ Cell 662-574-0850 During Event _____

Agent's Address: _____

Agent's E-Mail Address: angela@mpbfoundation.org

Event Name: MPB On The Move with Felder

Please give a brief description of the proposed special event:

Radio host, Felder Rushing, The Gestalt Gardener, will give a presentation about plants, flowers and gardening and then take questions and visit with attendees. The Foundation will have a table with sign-up forms and serve coffee and pastries.

Event Day (s) & Date (s): April 17, 2021 Event Time (s): 9:00 a.m.

Set-Up Date & Time: 8:00 a.m. Tear-Down Date & Time: April 17, 11:30 a.m.

Event Location: Harper McCaughan Town Green Pavilion

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

How many years has this event occurred? First year

ADOPTED: 08.18.20-BOARD ACTION

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

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

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

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

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

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

If yes, what time? _____ Until _____

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

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

ATTENDANCE: What is expected (estimated) attendance for this event? ¹⁰⁰ _____

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

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

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

If yes, how many?

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

ADOPTED: 08.18.20-BOARD ACTION

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

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:

This is a small gardening presentation and we are expecting no more than 100 people. It is less than a two-hour event.

No alcohol is involved - we only plan to serve coffee and pastries. There are no activities where injury is likely.

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.

3/10/2021

Date


Signature of Sponsoring Organization's Agent

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

ADOPTED: 08.18.20-BOARD ACTION

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Event Title: MPB On The Move with Felder

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

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

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

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

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

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

ADOPTED: 08.18.20-BOARD ACTION

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Mayor and Board of Aldermen

April 17, 2021
Saturday
Gardening Event
8:00 am - 11:30 am
Stage/Bleachers
South Hazel

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

Bob Paul
228-669-7601

TOWN GREEN

Group / Individual Name (Permit tee):

MPB Foundation

Telephone Number: 601-432-6257 662-574-0850

Street Address: Home Work Cell
3825 Ridgewood Road

City: Jackson State MS Zip 39211

Type of Event: Gardening

Start Time: 8:00 a.m.

Closing Time: 11:30 a.m.

It is agreed between the City of Long Beach and the permit tee that the named facility is reserved on
April 17, 2021

(Date) Stage +
South Hazel + Bleachers

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: Angela Terry Date: 3-10-21

Rental Fee \$ 200.00 Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

Clean-up Fee \$ 250.00 Receipt # _____ Date _____

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

**Minutes of March 16, 2021
Mayor and Board of Aldermen**

STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMINITY

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 Angela C Ferraez, 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 10TH day of March, 20 21.

Authorized Signature Angela C Ferraez

Witness Claudia Singleton

~ 2 ~

**Minutes of March 16, 2021
Mayor and Board of Aldermen**

LONG BEACH TOWN GREEN RULES AND REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

aef

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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.



Minutes of March 16, 2021
Mayor and Board of Aldermen

Alderman Lishen made motion seconded by Alderman Robertson and unanimously carried to acknowledge the following appeal filed by Mr. Stephen McNally for approval of self-storage facility at 6005 Daugherty Road:

RECEIVED MAR - 9 2021

IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT

STEPHEN MCNALLY

APPELLANT

VS.

CAUSE NO. A2401-2021-065

CITY OF LONG BEACH, MISSISSIPPI
MAYOR AND BOARD OF ALDERMEN
AND ALAN J. SIMMONS

FILED
MAR 09 2021
APPELLEES

BY: *Cody M* D.G.
CONNIE LADNER
CIRCUIT CLERK

NOTICE OF APPEAL

Comes now, STEPHEN MCNALLY, a party adversely affected by and aggrieved by the decision of the Mayor and Board of Aldermen of the City of Long Beach, MS ("City") on March 2, 2021, and files this his Notice of Appeal against the aforementioned Appellees as follows:

1. That the Appellee, Mayor and Board of Aldermen of the City of Long Beach, MS, a Mississippi municipal corporation, may be served upon its Mayor or City Clerk as provided by law at City Hall at 201 Jeff Davis Ave., Long Beach, MS.
2. That the Appellee, Alan J. Simmons, is an adult resident citizen of Harrison County, MS, 1st J.D., who may be served as provided by law with this Notice of Appeal at 6005 Daugherty Road, Long Beach, MS, or by mail at P. O. Box 594, Long Beach, MS 39560.
3. Alan J. Simmons filed an application with the City Planning Commission to construct a "self-storage facility" on Tax Parcel Number 0511H-03-006.000, situated at 6005 Daugherty Road, Long Beach, MS, in a C-3 Commercial Zone seeking Planning Commission Approval. The Appellant, Stephen McNally, an adjacent landowner objected to the development in writing and appeared at the meeting of the Planning and Development Commission on such application that was held on February 25, 2021, but the Appellant was

Minutes of March 16, 2021 Mayor and Board of Aldermen

not allowed to speak in opposition to the application. The City Planning Commission granted Planning Commission Approval at such meeting. Stephen McNally appealed the decision/recommendation of the Planning Commission to the Mayor and Board of Aldermen.

4. On March 2, 2021, the Mayor and Board of Aldermen reviewed the Appellant's appeal at their regular Board meeting and considered the Appellant's objection. The Mayor and Board of Aldermen decided to approve the decision/recommendation of the Planning Commission at that meeting.

5. That the Appellant is aggrieved by the aforementioned decision of the Mayor and Board of Aldermen for the following reasons:

- a. That the decision of the City of Long Beach, Mississippi, is arbitrary, capricious and unreasonable, not fairly debatable and/or is based on insufficient evidence.
- b. That the decision of the City is contrary to the terms and provisions of the City's Comprehensive Zoning Plan and Ordinance.
- c. That the applicant, Alan J. Simmons, failed to submit documentation and/information for a complete application and/or submit the minimum data required by the City's zoning ordinance for the site plan approval to the Planning Commission with his application as required by the City's zoning ordinance.
- d. That the applicant, Simmons, failed to submit adequate evidence and documentation to meet his burden of proof to obtain the relief he requested before the Planning Commission and/or the Mayor and Board of Aldermen.
- e. That the Planning Commission and/or Mayor and Board of Aldermen failed to advertise in a newspaper of general circulation and/or provide specific notice of hearing on the application of the Appellee, Simmons, to neighboring property owners, including but not limited to the Appellant, within 200 feet of the subject property and at least 15 days prior to the hearing before the Planning Commission and/or the Mayor and Board of Aldermen, all as required by the Zoning Ordinance and/or by statute.

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Mayor and Board of Aldermen

- f. The Planning Commission denied the Appellant his right under the Zoning Ordinance to have an opportunity to present evidence, arguments, and to ask the Applicant and other persons, if any, who appeared and testified concerning the application. Alternatively, the Planning Commission denied the Appellant his cognizable rights under statute, the law, and/or the Constitution under Due Process principles requiring reasonable advance notice of the hearing and/or the right to be heard at all critical stages that the application was considered.
- g. That the Planning Commission and/or the Mayor and Board of Aldermen failed to comply with the terms of the Zoning Ordinance and/or as required by law to grant this relief.
- h. That the decision of the Planning Commission and/or the Mayor and Board of Aldermen was beyond their legal authority.
- i. The City's Ordinance is unlawful under the U. S. Constitution under Equal Protection and/or Due Process clause because the City's zoning ordinance vests the Planning Commission and/or Mayor and Board of Aldermen with unbridled discretion to grant Planning Commission Approval of the application when there are not sufficient criteria or standards set forth in the City's zoning ordinance to guide the Planning Commission and/or governing authorities in deciding whether or not to allow the requested use in this specific zone.
- j. The Appellant would show that upon an application from a previous owner the City of Long Beach rezoned the subject property from a residential classification to a commercial zone in 1995 or 1996. The Appellant appealed the decision of the City to the Circuit Court and in May of 1996 the Circuit Court reversed the decision of the City due to insufficient proof of a change in circumstances in the neighborhood. (See A2401-95-144 in this Court). Subsequent thereto, the City purportedly rezoned the subject property to a C-3 commercial zone, but to the best of the knowledge and belief of the Appellant, the City did not advertise the hearing on the subsequent rezoning application in a newspaper of general circulation, nor did the City send specific notice of the hearing to the Appellant as required by the City's zoning ordinance. The Appellant has requested the documentation from the City staff to show the procedures that were followed for rezoning the subject property and the City staff has advised that the pertinent documents were lost in the destruction caused by Hurricane Katrina. The Appellant contends upon

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information and belief the City unlawfully rezoned the subject property at an unknown time in the past after 1996 and the property should have been zoned under a residential classification at the time Simmons attempted to obtain Planning Commission Approval. If the subject property retained its residential classification, the City unlawfully granted Planning Commission Approval for the mini-storage facility.

- k. The Appellant reserves the right to offer such other reasons as shall be determined upon review of the record on this appeal.

5. Pursuant to Section 11-51-75 of the Mississippi Code and Rule 4 of the Mississippi Rules of Appellant Procedure, Rules 5.03 and 5.06 of the Uniform Rules of Circuit Court procedure, the Appellant does hereby appeal the aforementioned decision of the City of Long Beach, MS, dated March 2, 2021. The Appellant does hereby designate the following documents as the record of this appeal:

- A. The application of Alan J. Simmons for Case Review/Planning Commission Approval.
- B. The complete file of the Planning and Zoning Department of the City of Long Beach, Mississippi, regarding the above application.
- C. The Comprehensive Zoning Plan and Ordinance of the City of Long Beach, Mississippi.
- D. The transcript and/or recording of the meeting before the City Planning and Development Commission held on February 25, 2021, together with all exhibits thereto and other matters which transpired during such meeting, as they apply to this matter.
- E. The transcript and/or recording of the meeting before the Mayor and Board of Alderman of the City of Long Beach held on March 2, 2021, together with all exhibits and other matters which transpired during such meeting.

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- F. The minutes of the City of Long Beach Planning and Development Commission for the meeting of February 25, 2021 as they apply to this matter.
- G. The minutes of the Mayor and Board of Aldermen of the City of Long Beach for the meeting of March 2, 2021, as they apply to this matter.
- H. All appeal notices and attachments.
- I. Any and all other matters which might be appropriate for the appeal hereof.

FEELING AGGRIEVED by the decision of the Mayor and Board of Aldermen of the City of Long Beach, MS dated March 2, 2021, to approve applicant's request for Planning Commission Approval, your Appellant prays that upon a hearing this Court will enter its Order establishing a briefing schedule and hearing for argument of this appeal and upon such hearing this Court will reverse and render the decision of the governing authorities of the City of Long Beach, MS, and order and direct the City officials to rescind or deny the request of Alan J. Simmons for Planning Commission Approval and/or for a building permit to construct a self-storage facility on the subject property. Your Appellant further prays for such other relief he may be entitled to by law and in the premises.

Respectfully submitted, this the 9th day of March, 2021.

STEPHEN MCNALLY

BY: 

Malcolm F. Jones
Attorney for Appellant

Prepared by:

Malcolm F. Jones
Attorney for Appellant
P. O. Box 908
Gulfport, MS 39502
228-863-3095
MSB #3222

**Minutes of March 16, 2021
Mayor and Board of Aldermen**

CERTIFICATE OF SERVICE

I, Malcolm F. Jones, do hereby certify that I have this date hand delivered or had delivered a true and correct copy of the above Notice of Appeal to the Mayor or City Clerk of the City of Long Beach at their offices at City Hall at 201 Jeff Davis Avenue, Long Beach, MS and upon Alan J. Simmons, Appellee, who was a petitioner/applicant before the governing authority of the City of Long Beach, MS; and to Hon. Steve Simpson, City Attorney, for Long Beach, MS by email at ssimpson@purviscolw.com.

So Certified this, the 9th day of March, 2021.



Malcolm F. Jones

There came on for discussion the Long Beach Sewer/Price Brother's Pipe Replacement Project at Harrison County Utility Authority. Mayor Bass apprised the Board of a request for a Line of Credit loan by HCUA in order to have appropriate cash flow during the project due to the reimbursement style of funding. After discussion, Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to approve a \$1,000,000 line of credit.

**Minutes of March 16, 2021
Mayor and Board of Aldermen**

Alderman Robertson made motion seconded by Alderman Parker and unanimously carried to appoint Mayor George Bass to the Gulf Regional Planning Commission for a three-year term ending February 2024.

Alderman Robertson made motion seconded by Alderman Parker and unanimously carried to approve the following contracts with Sparklight for the Library and City Hall and authorize the Mayor and City Clerk to execute same:

		Business Service Agreement	
		Date: 3/8/2021 Service Start Date: 7/1/2021	
Sparklight Business Account Rep:	Christopher Fowler	Sparklight System Address:	
Phone Number:	(228) 365-6827	210 E Earll Drive	
Fax Number:		Phoenix, AZ 85012	
Customer Information		Authorized Customer Representative	
Company Name:	Long Beach Public Library	Full Name:	Renee Rayburn
Street Address:	209 Jeff Davis Ave	Billing Telephone:	(228) 863-0711
City/State/Zip:	Long Beach, MS, 39560	Fax:	(228) 863-8511
Billing Address:	209 Jeff Davis Ave	Contact Number:	(228) 863-0711
City/State/Zip:	Long Beach, MS 39560	Email:	mzrenee@cableone.net
Sparklight Account#	106686884		

Taxes and Fees Not Included

Service

Service Description	Quantity
Business Internet 150	1
1 Static IP	1
Installation Charge(May Include Construction):	\$0.00
Term (In Months):	36
Total:	\$146.43

Equipment

Description	Quantity	Unit Price	Total Fee
Modem Lease	1	\$8.99	\$8.99

Agreement

THE SERVICE CHARGES AND FEES TOTAL \$146.43 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITTED BY LAW.

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

Minutes of March 16, 2021
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UP CERTAIN RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY. Sparklight may accept this Business Services Agreement by (a) countersigning below; or (b) commencing to deliver the Service(s) specified in this Business Services Agreement.



Customer Authorized Signature

Name (Print) GEORGE L. BASS

Date 3-17-21

**Minutes of March 16, 2021
Mayor and Board of Aldermen**

DocuSign Envelope ID: BF4174F9-5935-4CEC-BF5F-58674828C543

Sparklight[®] Business		Business Service Agreement	
		Date: 3/16/2021 9:53 AM	
Sparklight Business Account Rep:	Aaron S. Gonzales	Sparklight System Address:	
Phone Number:	6023646587	210 E Earll Drive	
Fax Number:	(888) 559-2040	Phoenix, AZ 85012	
Customer Information		Authorized Customer Representative	
Company Name:	CITY OF LB IT DEPT	Full Name:	STACEY DAHL
Street Address:	201 JEFF DAVIS AVE	Billing Telephone:	(228) 863-1554
City/State/Zip:	LONG BEACH, MS, 39560-6136	Fax:	
Billing Address:	P.O. Box 929	Contact Number:	2288631556
City/State/Zip:	Long Beach, MS 39560	Email:	stacey@cityoflongbeachms.com
Sparklight Account#	106848047		

Taxes and Fees Not Included

Service

Service Description	Quantity
Business Internet 500	1
Installation Charge(May Include Construction):	\$0.00
Term (In Months):	36
Total:	\$433.98

Equipment

Description	Quantity	Unit Price	Total Fee
Modem Lease	1	\$8.99	\$8.99

Agreement

THE SERVICE CHARGES AND FEES TOTAL \$433.98 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITTED BY LAW.

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

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DocuSign Envelope ID: BF4174F9-5935-4CEC-BF5F-58674828C543

Customer Authorized Signature

Stacey Dahl
STACEY DAHL, City Clerk

Name (Print)

Date 3/16/21

Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to acknowledge the resignation of Erin Rhue from the Library Board.

Alderman Frazer recused himself at this time.

**Minutes of March 16, 2021
Mayor and Board of Aldermen**

Alderman Robertson made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Special Event Application submitted by Committee to Elect Donald Frazer for a Political Meet & Greet:

**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: _____ Time: _____ By: _____

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

Sponsoring Organization's Legal Name: Committee to Elect Donald Frazer

Organization Address: 1130 E Old Pass Rd. Long Beach MS 39560

Organization Agent: Donald Frazer Title: Agent

Phone: _____ Home _____ Cell 228-343-2082 During Event

Agent's Address: Donald@arcinsurancegroup.com 750 E Pass Rd Gulfport

Agent's E-Mail Address: Donald@arcinsurancegroup.com ~~39560~~ 39507

Event Name: _____

Please give a brief description of the proposed special event:

Political meet & Greet.

Event Day (s) & Date (s): April 3 Event Time (s): 1:30

Set-Up Date & Time: 1:30 pm Tear-Down Date & Time: 5:00 pm

Event Location: Town Green Jeff Davis Arc

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

How many years has this event occurred? 8

ADOPTED: 08.18.20-BOARD ACTION

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

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

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

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

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

If yes, are liquor license and liquor liability insurance attached? YES NO
If yes, what time? _____ Until _____

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

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

ATTENDANCE: What is expected (estimated) attendance for this event? 100

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? 2

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

ADOPTED: 08.18.20-BOARD ACTION

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

N/A

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

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

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

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

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

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

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

3/1/2021
Date


Signature of Sponsoring Organization's Agent

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

ADOPTED: 08.18.20-BOARD ACTION

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Event Title: Fruzer Political Meet: Great 4/3/21

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

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

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

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

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

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

ADOPTED: 08.18.20-BOARD ACTION

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/08/2021

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

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

PRODUCER Arde Insurance Group, Inc 750 E PASS RD Gulfport MS 39507		CONTACT NAME: Donald Frazer PHONE (A/C, No, Ext): (228) 897-2404 FAX (A/C, No): (228) 897-2405 E-MAIL ADDRESS: jennifer@ardeinsurancegroup.com	
INSURED Donald Frazer, No Pressure LLC 1130 E Old Pass Rd Long Beach MS 39560		INSURER(S) AFFORDING COVERAGE INSURER A: ACE FIRE UNDERWRITERS INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 20702

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			D94918431	08/23/2020	08/23/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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

Minutes of March 16, 2021
Mayor and Board of Aldermen

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

Bob Paul
228-669-7601

TOWN GREEN

Group / Individual Name (Permit tee):

Community to Elect Donald Frazer

Telephone Number: Home Work Cell 228-343-2082

Street Address: 1130 E Old Pass Rd.

City Long Beach State MS Zip 39560

Type of Event: Political Meet / Greet

Start Time: 1:30 pm.

Closing Time: 5:00 pm.

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on

April 3, 2021

(Date)
Saturday

The person(s) requesting this permit

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

Signature [Signature] Date: 3/11/21

Rental Fee \$ 50.⁰⁰ Receipt # 26101 Date 3/8/21

Deposit Fee \$ _____ Receipt # _____ Date _____

Clean-up Fee \$ 200.⁰⁰ Receipt # 26102 Date 3/8/21

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of March 16, 2021
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 Donald Frazer, 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 16th day of March, 20 21.

Authorized Signature [Signature]

Witness [Signature]

**Minutes of March 16, 2021
Mayor and Board of Aldermen**

LONG BEACH TOWN GREEN RULES AND REGULATIONS

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

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

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

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

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

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

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

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

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

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

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



Initial

Minutes of March 16, 2021
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

~ 4 ~

Alderman Frazer returned to the meeting.

There came on for discussion the repair of various street signs and signals damaged by Hurricane Zeta. The Mayor apprised the Board the traffic signals at the 5 Point Intersection had been replaced and after continued discussion, Alderman Robertson made motion seconded by Alderman Parker and unanimously carried to leave the signal as a flashing red, all way stop.

*

*

**Minutes of March 16, 2021
Mayor and Board of Aldermen**

It also came on for discussion the signals at the intersection of Klondyke Road and Commission Road. Due to the additional repairs that must be made from a recent accident, Alderman McCaffrey made motion seconded by Alderman Lishen and unanimously carried to install four flashing stop signs at this location until permanent repairs can be completed.

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

Police Department:

- Resignation, Police Officer 1st Class, Nicholas Dean, effective March 18, 2021
- New Hire, Dispatcher 2nd Class Tabitha Kinney, PS-2-B, effective March 16, 2021
- Step Increase, Dispatcher 2nd Class John Buza, PS-2-B, effective March 16, 2021

Fire Department:

- Retirement, Lieutenant Rocky Ladnier, effective March 31, 2021
- Promotion, Lieutenant Kelly Whitman, FS-12-B, effective April 1, 2021

Fire Chief Skellie recognized Lieutenant Rocky Ladnier on his 25 year career and thanked him for his service.

Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to accept the February 2021 Revenue/Expense Report, as submitted.

Minutes of March 16, 2021
Mayor and Board of Aldermen

Alderman Robertson made motion seconded by Alderman Parker and unanimously carried to approve the following Budget Amendment for Water Operations:

City of Long Beach
Budget Amendment Request

Fund Name Water/Sewer Date 3/16/2021
Department # 815 Budget Entry # _____
Department Name Water Operations

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Capital Outlay 815-630100	50,000	7,500	1,530	59,030
Fund Balance			(1,530)	

Amendment to roll over Capital Outlay funds unexpended from last fiscal year.

Amendment #5



TO: KINI GONSOULIN
FROM: JOE CULPEPPER, DIRECTOR OF PUBLIC WORKS
RE: AMENDMENT REQUEST TO 815-6301-00
DATE: MARCH 2, 2021

Kini,

This is to request a budget amendment to increase the budget for 815-6301 – Water Capital Outlay in the amount of \$1,529, in order to afford finalizing delivery of two new pickups. This amount was carried over for PO# 201465, dated 8/25/20, Waring Oil – 275 gallon tank tray, because the vendor could not get an invoice in time.

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

Thank you.

Minutes of March 16, 2021
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to approve the following Budget Amendment for Recreation:

City of Long Beach
Budget Amendment Request

Fund Name General Date 3/16/2021
Department # 435 Budget Entry # _____
Department Name Recreation

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Building Maintenance 311-611000	13,000	-	6,700	19,700
Fund Balance			(6,700)	(6,700)
				-

Amendment to budget funds for unexpected repairs at ball fields.

Amendment #6

3/2/2021

To: Mayor and board of Alderman

From: Director Long Beach Parks @ Recreation

Request Budget amendment in the sum of \$6,667.95

During the Hurricane Zeta storm Damage repairs at the youth softball fields the contractor (weaver electric) ran into extensive problems above and beyond hurricane damage .one was a power pole that was almost completely rotted through at the base and was substantial safety risk (\$2,500.00) to replace ,the second was to replace wire between 2 poles on the east side of the concession stand unrelated to storm damage (\$995.00) and the third was to replace the burned up wires in the power panel to the trough (\$3172.95) these repairs had to be done to be able to complete the scope of work authorized for Hurricane Zeta storm damage.

I have already submitted the first bill of \$2,500.00 for replacement of the pole out of the recreation budget and will wait on your decision on the second two bills

Thank You

Robert Paul

Director Long Beach Parks 2 Recreation

Minutes of March 16, 2021
Mayor and Board of Aldermen

Alderman Robertson made motion seconded by Alderman Lishen and
unanimously carried to approve the following advertisement schedule for Library
HVAC repairs:

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



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

March 11, 2021

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

RE: Long Beach Library HVAC Repairs

Ladies and Gentlemen:

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

Authorize Advertisement:	March 16, 2021
First Advertisement:	March 26, 2021
Second Advertisement:	April 2, 2021
Receive Bids:	April 27, 2021

If approved, we hope to have a Bid Tabulation and Recommendation of Award at the May 4, 2021 meeting.

Sincerely,

David Ball, P.E.

DB:1126

**Minutes of March 16, 2021
Mayor and Board of Aldermen**

Alderman Robertson made motion seconded by Alderman Parker and unanimously carried to approve the following contract amendment with Overstreet & Associates for the Jeff Davis Gateway Survey & Geotechnical Investigation, and authorize the Mayor to execute same:

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



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

March 11, 2021

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

**RE: Amendment 2021-2
Jeff Davis Gateway Survey & Geotechnical Investigation
City Engineering Services**

Ladies and Gentlemen:

We have attached a proposed amendment to our contract with the City to provide property surveys necessary for the referenced project. The surveys are necessary to ensure the City's right to install certain proposed improvements near the intersections of Jeff Davis Ave./Hwy. 90 and at Nicholson Ave./Hwy. 90.

Additionally, we have attached a proposed Contract for the City's approval, allowing for the performance of a geotechnical investigation for the large "lighthouse" structure proposed at the "foot" of Jeff Davis Ave. This geotechnical investigation will be performed by Southern Earth Sciences.

We hereby request your approval of both of these contract changes.

Sincerely,

David Ball, P.E.

DB:539
Attachment

Minutes of March 16, 2021
Mayor and Board of Aldermen

AMENDMENT NUMBER 2021-2 TO MASTER AGREEMENT BETWEEN
CITY OF LONG BEACH AND OVERSTREET & ASSOCIATES, PLLC.

It is agreed to perform the below described services in accordance with the provisions contained in the Master Agreement dated August 7, 2018:

A. SCOPE

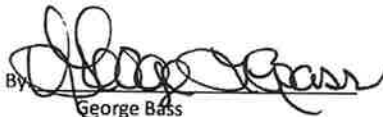
- 1. Perform property survey at various locations in support of the Jeff Davis Gateway project. More particularly:
 - a. Perform property survey to determine available right-of-way limits at the NW, NE, and SW corners of Jeff Davis Ave. and Hwy. 90.
 - b. Perform property survey to determine available right-of-way limits at the NE corner of Nicholson Ave. and Hwy. 90.

B. BASIS OF COMPENSATION & TIME OF COMPLETION

- 1. Survey for the referenced intersections will be performed for a lump sum fee of \$3300.


OWNER:

CITY OF LONG BEACH, MISSISSIPPI

By: 
George Bass
Mayor

ENGINEER:

OVERSTREET & ASSOCIATES, PLLC.

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

Date Signed: 3-17-21

Date Signed: 3/11/2021

*

*

**Minutes of March 16, 2021
Mayor and Board of Aldermen**



MOBILE OFFICE

5460 Rangeline Road
Mobile, AL 36619

Tel: (251) 344-7711
Fax: (251) 443-9000
www.soeearth.com

02 February 2021

CITY OF LONG BEACH, MISSISSIPPI

ATTENTION: Mr. Christian Preus, PLA

SUBJECT: Proposed Tower Structure
Beach Blvd. East (Hwy 90) at Jeff Davis Ave
Long Beach, MS
SESI Proposal No: XM21-0029

Dear Mr. Preus:

SOUTHERN EARTH SCIENCES, INC. appreciates the opportunity to provide this cost estimate to perform geotechnical services for the above referenced project. Outlined below is our proposed scope of work for the project along with our unit prices and estimated fees for performing the outlined services.

PROJECT INFORMATION

Based on our understanding of the provided information, the project will consist of the construction of a proposed new free-standing entrance tower. No detailed structural loading, grading or topographic information was available at the writing of this proposal. For purposes of cost estimation, we have assumed the site to be readily accessible to conventional track or truck mounted drilling equipment.

SCOPE OF SERVICES

The proposed scope of work for Geotechnical Services consists of performing one (1) Cone Penetrometer Test sounding within the proposed tower area. The CPT sounding is planned to extend to depths ranging from approximately 45 to 65 feet below existing grade. Cone Penetrometer Test soundings will be performed in general accordance with ASTM Specification D-5778 using a 20-ton Hogentogler Electronic CPT rig.

The results of our field investigations will be used to evaluate subsurface conditions and to make recommendations with regard to site preparation and foundation alternatives for support of the proposed structure. Our report will be prepared and signed by a Registered Professional Engineer in the respective state.

MOBILE · MONTGOMERY · SUMMERDALE · DESTIN · PANAMA CITY · TALLAHASSEE · BATON ROUGE · MANDEVILLE · NEW ORLEANS

**Minutes of March 16, 2021
Mayor and Board of Aldermen**

CITY OF LONG BEACH
SESI Proposal No. XM21-0029
02 February 2021
Page 2

Listed below is specific information to be included in our geotechnical report.

- Test Location Plan
- SPT/ CPT Logs
- Summary of Laboratory Data
- Discussion of General Site and Soil Conditions
- Site and Sub-Grade Preparation Recommendations
- Foundation Evaluation and Recommendations

ESTIMATED FEES

Based on the scope of work outlined above, the total cost of our geotechnical services will be \$2,500.00. A detailed list of pricing has been provided below for your reference:

• Field Investigation Services:	\$ 1,250.00
• Engineering Services	<u>\$ 1,250.00</u>
Total Estimated Fees:	\$ 2,500.00

SCHEDULE

Approximately one to two weeks from the time of authorization will be required to complete the field investigation. Laboratory testing and reporting will follow completion of the field activities by about two weeks.

UTILITY LOCATION SERVICES

In addition to opening utility locate ticket with the local One-Call or 811 Utility Location Service, SESI can perform a scan of the planned boring/sounding locations using Ground Penetrating Radar (GPR) prior to beginning the field investigation. This service would help identify and avoid damage to subterranean infrastructure that is not located by the One-Call Service (i.e. located on private property, owned by an entity that is not a member of the One-Call System or that is simply omitted or incorrectly located by One-Call personnel). Fees for GPR services on this site would be \$750.00 in addition to the estimated fees outlined above.

Attached are our Terms & Conditions, and these Terms & Conditions should be considered an integral part of our proposal. Please execute the attached Work Authorization Sheet and return a copy to us, as your signature will formally authorize us to proceed with the discussed scope of work and aid us in invoicing.



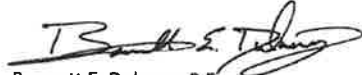
**Minutes of March 16, 2021
Mayor and Board of Aldermen**

CITY OF LONG BEACH
SESI Proposal No. XM21-0029
02 February 2021
Page 3

We appreciate the opportunity to submit this cost estimate and look forward to the prospect of working with you. If you have any questions, please call.

Sincerely,

SOUTHERN EARTH SCIENCES, INC.



Bennett E. Dulaney, P.E.
Geotechnical Department Manager
Registered, Mississippi 28970

BED

Attachments



Minutes of March 16, 2021 Mayor and Board of Aldermen

ALABAMA

CORPORATE OFFICE
P.O. Box 160745
Mobile, AL 36616
Ph: 251-445-4354
Fax: 251-345-9453

MOBILE OFFICE
5460 Rangeline Road
Mobile, AL 36619
Ph: 251-344-7711
Fax: 251-443-9000

MONTGOMERY OFFICE
1414 I-85 Parkway
Montgomery, AL 36106
Ph: 344-260-6227
Fax: 334-260-6229

SUMMERDALE OFFICE
105 Highway 59 N
Summerdale, AL 36580
Ph: 251-989-7726
Fax: 251-989-6722

FLORIDA

DESTIN OFFICE
150 Industrial Park Road
Suite 6
Destin, FL 32541
Ph: 850-837-9966
Fax: 850-837-9967

PANAMA CITY OFFICE
7500 McElvey Road, Ste. A
Panama City Beach, FL 32408
Ph: 850-769-4773
Fax: 850-872-9967

PENSACOLA OFFICE
707 E. Cervantes St
Ste. B, #198
Pensacola, FL 32501
Ph: 850-775-3283

TALLAHASSEE OFFICE
3642 Peddie Drive
Tallahassee, FL 32303
Ph: 850-576-4652
Fax: 850-576-4710

LOUISIANA

BATON ROUGE OFFICE
11638 Sun Belt Court
Baton Rouge, LA 70809
Ph: 225-751-1727
Ph: 225-356-4355
Fax: 225-752-1467

MANDEVILLE OFFICE
1933 Surgi Drive, Ste. A
Mandeville, LA 70448
Ph/Fax: 985-626-1314

NEW ORLEANS OFFICE
725 South Genois Street
New Orleans, LA 70119
Ph: 504-486-5595
Fax: 504-486-5598

MISSISSIPPI

LONG BEACH OFFICE
626-D West Railroad Street
Long Beach, MS 39560
Ph: 228-868-6618



**SOUTHERN
EARTH SCIENCES**

WORK AUTHORIZATION SHEET

Billing Name	CITY OF LONG BEACH				
Address	201 JEFF DAVIS AVE				
City	LONG BEACH	State	MS	Zip	39560
Phone	Fax			Cell	
email					
Project Name	Proposed Tower Structure				
Project Location	Long Beach, MS				Proposal Number: XM21-0029
Contact	Mr. Christian Preus				
Additional Reports					
Address					
City		State		Zip	
Phone	Fax			Cell	
email					

Attached are our Terms & Conditions, which should be considered to be an integral part of our proposal. In order to authorize us to proceed with our services, please execute this document by signing below and return a copy to us.

Prepared by:

 02 February 2021 Bennett E. Dulaney, P.E.
For Southern Earth Sciences, Inc. Date Print or Type Name of Representative

Authorized by: 3-17-21 GEORGE L. BASS
Signature of Client Representative Date Print or Type Name of Representative

Minutes of March 16, 2021

Mayor and Board of Aldermen



**SOUTHERN
EARTH SCIENCES**
Geotechnical | Environmental | Materials Testing

TERMS AND CONDITIONS

Project:	Proposed Tower Structure
Client:	CITY OF LONG BEACH, MS
Proposal No.:	XM21-0029

Section 1 - RIGHT OF ENTRY

1.1 The client will provide right of entry for SESI and SESI's subcontractors, and all necessary equipment in order to complete the work.

1.2 While SESI will take reasonable precautions to minimize any damage to the property, the client must understand that in the normal course of work some damages may occur, the correction of which is not part of this agreement.

Section 2 - UTILITIES

2.1 In the execution of this work, SESI will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The owner agrees to hold SESI harmless for any damages to subterranean structures, which are not called to our attention and correctly shown on the plans furnished. Client is responsible for identifying, on-ground marking, reflecting on plans and specifications, and otherwise informing SESI of the location of all utilities and other subterranean or hidden structures and obstacles.

Section 3 - SAMPLES

3.1 Test specimens will be disposed of immediately upon completion of tests. Drilling samples will be disposed of thirty (30) days after submission of our report. Upon written request, we will retain test specimens or drilling samples for a mutually accepted storage charge.

Section 4 - INVOICES

4.1 The outlined scope of services will be accomplished in a timely, workmanlike, and professional manner by employees and sub-contractors of SESI, at the fees quoted. If during the execution of the work we are required to stop operations as a result of changes in the scope of work, such as requests by the owner or requirements of third parties, additional charges will be applicable.

4.2 SESI will submit monthly invoices to the client and a final bill upon the completion of services.

4.3 Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. The client agrees to pay a finance charge of one and a half (1 1/2) percent per month, or the maximum rate allowed by law, on past due accounts, plus reasonable attorney's fees and expenses of collection.

Section 5 - OWNERSHIP OF DOCUMENTS

5.1 All reports, borings logs, field notes, laboratory test data, calculations, estimates, and other documents prepared by SESI, as instruments of service, shall remain property of SESI. These documents will be held to be confidential and will not be available to any other entity unless express consent is obtained from the client.

5.2 The client agrees that all reports and other work furnished to the client and his agents, which are not paid for, will be returned upon demand and will not be used by the client for any purpose whatsoever.

5.3 SESI will retain all pertinent records relating to the services performed for a period of five (5) years following the submission of the report, during

which period the records will be made available to the client at all reasonable times.

6.1 resolve any conflicts that arise during the design or construction of the project, the Client and SESI agree that all disputes between them arising out of or relating to this Agreement shall be submitted for mediation, unless the parties mutually agree otherwise.

6.2 In the event that a dispute should arise relating to performance of services provided under this agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.

Section 7 - STANDARD OF CARE

7.1 Services performed by SESI under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by professionals currently practicing under similar conditions. No other warranty, expressed or implied, is made. Further, SESI does not make nor imply any warranty of fitness for a particular purpose by entering into this agreement with client.

7.2 Field tests and boring locations described in our report or shown on our sketches are based on specific information furnished to us by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

7.3 The client recognizes that conditions may vary from those encountered at the locations, where borings, sampling, surveys, or explorations are made by SESI, and that the data, interpretations, and recommendations of SESI are based solely on the information available to us. SESI will be responsible for the data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

7.4 When requested by the client, SESI will adhere by guidelines, specifications, plans, drawings, and the like which are provided to SESI by the client; however, SESI shall not be responsible for any damages to person (including death) or property, real or personal, due to any adverse outcome which results from the adherence to the plans, guidelines, specifications, drawings and the like.

Section 8 - RISK ALLOCATION

8.1 There are a variety of risks which potentially affect SESI by virtue of entering into an agreement to perform professional services on the client's behalf. One of these risks stems from SESI's potential for human error. For additional consideration of \$10,000, receipt of which is hereby acknowledged, the client agrees that SESI's liability, and that of its officers, directors, employees, agents, and subcontractors, to client or any third-party due to any negligent professional acts, errors or omissions or breach of contract by SESI or any of its officers, directors, employees, agents or subcontractors, will be limited to the aggregate of \$50,000.00 or SESI's total charges, whichever is greater. If client prefers to have higher limits of professional liability (not breach of contract) SESI agrees to increase the aggregate limit to a maximum

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Christian Preus Landscape Architecture
SESI Proposal P.-

of \$1,000,000.00 upon client's written request at the time of accepting our proposal, providing that client agrees to pay an additional consideration of ten (10) percent of SESI's total charges, or \$500.00, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by SESI and is not a charge for additional professional liability insurance. This limitation shall not apply to the extent prohibited by law. In no event, however, shall the liability of SESI exceed the amount of its applicable insurance coverage for the type claim involved.

8.2 Limitations of liability and indemnities in this agreement are business understandings between the parties and shall apply to all different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory negligence, or any other causes of action, except for willful misconduct or gross negligence. Parties mean the client and SESI and their officers, employees, agents, affiliates and subcontractors. The parties also agree that the client will not seek damages in excess of the limitations indirectly through suits with other parties who may join SESI as third-party defendants.

8.3 Both the client and SESI agree that they will not be liable to each other, under any circumstances, for special, consequential, or punitive damages, arising out of or related to this agreement. Individual employees or agents may not be held individually liable for negligence.

8.4 PURSUANT TO §558.0035, FLORIDA STATUTES, CONSULTANT'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Client agrees to indemnify and hold harmless SESI, its agents, employees, and owners or any person against loss or expense including attorney's fees, by reason of the liability imposed by law upon SESI, except in cases of SESI's sole negligence, for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement or the work or services performed by SESI resulting from this agreement, whether such injuries to persons or damages to property are due or claim to be due to any passive negligence of SESI, its agents, employees, sub-contractors or any other person. It is further understood and agreed that Client shall, at the option of SESI defend SESI, its agents, employees, sub-contractors with appropriate legal counsel and shall bear all costs and expenses, including legal counsel's fees, in the defense of any claim or suit arising hereunder.

8.6 In the event SESI is acting as a sub-contractor and Client is a General Contractor, then Client hereby exonerates, indemnifies and holds harmless SESI from any and all claims, loss or damage. The Client agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from or in any manner connected with, the execution of the work provided for in this contract or occurring or resulting from the use by the Client, its agents or employees, whether the same be owned by the Client, sub-contractor or third parties, and the Client agrees to indemnify and save harmless SESI, its agents and employees, from all such claims including, without limiting the generality of the foregoing, claims for which the Client may be, or may be claimed to be, liable, and legal fees and disbursements paid or incurred to enforce the provisions of this agreement, and Client further agrees to obtain, maintain and pay for such contractual liability insurance coverage as will insure the provisions of this paragraph.

Section 9 - DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIAL

9.1 Client warrants that a reasonable effort to inform SESI of known or suspected hazardous materials on or near the project site has been made.

9.2 Hazardous materials may exist at the site where there is no reason to believe that they could or should be present. SESI and the client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating renegotiation of the scope of work or termination of services. SESI and the client agree the discovery of hazardous materials may also make it necessary for SESI to take immediate measures to protect health and safety. Client hereby authorizes SESI to take those immediate measures and client agrees to pay for or reimburse SESI for all such immediate measures. Client agrees to compensate for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

9.3 SESI agrees to notify the client when unanticipated hazardous materials or suspected hazardous materials are encountered. The client agrees to make any disclosure required by law to the appropriate governing agencies. The client also agrees to hold SESI harmless for any or all consequences of disclosure made by SESI which are required by governing law. In the event the project site is not owned by the client, client recognizes that it is the client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

9.4 Notwithstanding any other provision of the agreement, the client waives any claim against SESI, and to the maximum extent permitted by the law, agrees to defend, indemnify, and save SESI harmless from any claim, liability, and/or defense costs for injury or loss arising from SESI's discovery of unanticipated hazardous materials including any cost associated with possible reduction of the property's value.

The client will be responsible for ultimate disposal of any samples secured by SESI, which are found to be contaminated.

Section 10 - SITE RESPONSIBILITY

10.1 If services include construction testing the client agrees that SESI will be expected to make on-site observations appropriate to the construction stage. The client further agrees that SESI will not assume responsibility for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that the field services provided by SESI will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conduction of tests by geotechnical consultant to verify substantial compliance with the plans, specifications and design concepts. Continuous monitoring by SESI employees does not mean that our company is monitoring the placement of all materials.

10.2 Client agrees that the contractor(s) will be solely responsible for working conditions on the job site, including security and safety during performance of the work, and compliance with client safety requirements and OSHA regulations. It is agreed that SESI is not responsible for job or site safety or security, other than for SESI employees, and that SESI does not have the right or duty to stop the work of others.

Section 11 - SAMPLING AND TEST LOCATION

11.1 Unless otherwise stated, the fees in this proposal do not include costs associated with the surveying of the site for the accurate horizontal and vertical locations of the tests. Field tests or boring locations described in a report or shown in sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

Section 12 - INSURANCE

12.1 SESI represents and warrants that it and all its agents, staff, and consultants employed by it are protected by Worker's Compensation insurance and that SESI has such coverage under public liability and property damage insurance policies which SESI deems to be adequate. Certificates for all such policies of insurance can be provided to client upon written request. Within the limits and conditions of such insurance, SESI agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by SESI, its agents, staff and consultants employed by it. SESI

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Proposed Tower Structure

CITY OF LONG BEACH

SESI Proposal P-

shall not be responsible for any loss, damage, or liability beyond the amounts, limits and conditions of such insurance. SESI shall not be responsible for any loss, damage, or liability arising from any acts by client, staff, or any other consultants employed by it.

Section 13 - TERMINATION

13.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before the expiration of the period specified in the written notice. In the event of termination, SESI shall be paid for services performed to the termination notice date plus reasonable termination expenses.

Section 14 - ASSIGNS

14.1 Neither the Client nor SESI may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

Section 15 - ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire Agreement and the terms set forth above supersede all previous correspondence and Agreements.

Section 16 - EQUAL OPPORTUNITY EMPLOYER

16.1 SESI prohibits discrimination because of race, color, religion, handicap, sex, or national origin. SESI promotes equal opportunity in employment through continuing programs of affirmative action in its operations.

Section 17 - APPLICABLE LAW

17.1 Unless otherwise specified, this agreement shall be construed according to the laws of the State of Alabama and enforced accordingly.

Harbormaster Angley apprised the Board of an impending notice of termination from a part time Harbor Guard. After further discussion, Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to authorize hiring Dylan Anderson at \$10 per hour, effective April 1, 2021, to fill the vacant Part-Time Harbor Guard position.

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The Mayor recognized the City Attorney for his report, whereupon no action was necessary or taken.

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Robertson made motion seconded by Alderman Lishen and unanimously carried to recess until Wednesday, April 7, 2021 at 5:00 p.m. due to the Primary Municipal Elections.

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Ronald Robertson, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Angie Johnson, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Mark E. Lishen, Ward 5

Alderman Patricia Bennett, Ward 6

Date

ATTEST:

Kini Gonsoulin, Deputy City Clerk