

**Minutes of November 5, 2019  
Mayor and Board of Aldermen**

MUNICIPAL DOCKET  
REGULAR MEETING OF NOVEMBER 5, 2019  
THE MAYOR AND BOARD OF ALDERMEN  
THE CITY OF LONG BEACH, MISSISSIPPI  
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.  
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- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. PUBLIC HEARINGS
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
  - 1. Proclamation – Small Business Saturday
  - 2. Proclamation – Support for HC 47 (Marsy's Law)
  - 3. Recognition – Energy Club 30<sup>th</sup> Anniversary
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET
- VII. APPROVE MINUTES:
  - 1. MAYOR AND BOARD OF ALDERMEN
    - a. October 15, 2019 – Regular
  - 2. PLANNING & DEVELOPMENT COMMISSION
    - a. October 24, 2019 – Regular
  - 3. PORT COMMISSION
    - a. October 17, 2019 – No Quorum
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):
  - 1. 110519
- IX. UNFINISHED BUSINESS
  - 1. Planning & Development Commission Appointment – Ward 2
 NEW BUSINESS
  - 1. Town Green Fee Waive Request – LBHS Choir; Christmas on the Avenue
  - 2. Town Green Fee Waive Request – Emmanuel Baptist Church; Free Gospel Sing
  - 3. Grant Award – Tidelands; Long Beach Harbor Improvements
  - 4. SCEP Contract – SMPDD; Senior Community Services Employment Program
  - 5. Capital Outlay Purchase – Library; computers
  - 6. Petty Cash Request – Library
  - 7. Grant Acceptance - Library
  - 8. Contract – Digital Engineering; Water & Sanitary Sewer Layout
  - 9. School Board Trustee Resumes (6)
  - 10. Veto – Lease Option; Long Beach Harbor Resort, LLC
- X. DEPARTMENTAL BUSINESS
  - 1. MAYOR'S OFFICE
  - 2. PERSONNEL
    - a. Fire Department – New Hire (1)
    - b. Police Department – Resignation (2); Step Increase (3); New Hire (4)
  - 3. CITY CLERK
  - 4. FIRE DEPARTMENT
  - 5. POLICE DEPARTMENT
  - 6. ENGINEERING
    - a. Change Order No. 2 – Innovative Builders; Harbor Pier Repairs
  - 7. PUBLIC WORKS
    - a. Rental Agreement – Canon USA; copy machine
  - 8. RECREATION
  - 9. DERELICT PROPERTIES
    - a. Update – 240 Alexander Road; assessed to Lullie & Sarah Bullock
    - b. Assess Clean Up Cost – 247 Reinike Rd; assessed to James Elrod
    - c. Schedule Public Hearing – 8 Linda Lane; assessed to Becky Elliott
    - d. Schedule Public Hearing – 105 N Ida Lane; assessed to Mavis Floyd L/E
    - e. Schedule Public Hearing – 0(703) Old Savannah Dr; assessed to Robert Genin Jr.
    - f. Schedule Public Hearing – 0 LaRosa Rd.; assessed to Patrick Huey
- XI. REPORT FROM CITY ATTORNEY
  - 1. Update on Annexation Study
- XII. ADJOURN (OR) RECESS

**Minutes of November 5, 2019  
Mayor and Board of Aldermen**

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in November, 2019, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

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, Kelly Griffin, Timothy McCaffrey, Jr., Mark E. Lishen, Patricia Bennett, Deputy City Clerk Kini Gonsoulin, and City Attorney James C. Simpson, Jr.

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

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The Mayor proclaimed November 30, 2019 as Small Business Saturday.

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The Mayor proclaimed the City of Long Beach's support for HC 47 (Marsy's Law).

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The Mayor recognized The Energy Club for its 30<sup>th</sup> Anniversary.

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The minutes for the Mayor and Board of Aldermen meeting dated October 15, 2019 were not complete, and would be presented at the November 19, 2019 meeting for approval.

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Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to approve the minutes of the Planning & Development Commission dated October 24, 2019, as submitted.

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The Mayor and Board of Aldermen acknowledged the minutes of the no quorum meeting of the Port Commission dated October 17, 2019, as submitted.

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Alderman Frazer made motion seconded by Alderman Griffin and unanimously carried to pay invoices listed in Docket of Claims Number 110519.

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**Minutes of November 5, 2019  
Mayor and Board of Aldermen**

Planning & Development Commission Appointment for Ward 2 was tabled until the November 19, 2019 meeting.

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Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Special Event Application from the Long Beach Concert Choir for Christmas on the Avenue, and waive all fees:



P.O. Box 518  
Long Beach, MS 39560

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Kim Strebeck  
LBCCA President  
P.O. Box 518  
Long Beach, MS 39560

October 15, 2019


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

Dear Mayor Bass and Board of Alderman:

Attached is the Long Beach Concert Choir Association's application to use the Harper McCaughan Town Green, Saturday, December 14, 2019 for its annual Christmas on the Avenue fundraiser. This event provides a majority of funds for the Concert Choir to represent the city and school at state contest, honor choir events, as well as provide assistance to students for choir expenses.

Since this event is a fundraiser, we request that the fees associated with using the Harper McCaughan Town Green be waived. Please contact me with any questions. Your consideration is appreciated.

Sincerely,

  
Kim Strebeck  
LBCCA President  
228-596-5086

Minutes of November 5, 2019  
Mayor and Board of Aldermen

December 14, 2019  
Saturday  
Christmas on the  
Avenue  
9:00 am - 6:00 pm.  
Town Green

CITY OF LONG BEACH  
PARKS AND RECREATION DEPARTMENT  
APPLICATION FOR PERMIT

Bob Paul  
228.669.7601

TOWN GREEN

Group / Individual Name (Permit tee): Choir  
Long Beach Concert Association

Telephone Number: (Kim Strebeck - President) (328) 596-5086

Street Address: 300 E. Old Pass Rd.

City Long Beach State MS Zip 39560

Type of Event: Christmas on the Avenue

Start Time: 9A 12/14/19

Closing Time: 6P 12/14/19

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on  
(Setup) Friday, 12/13/19 @ 11:00 am - Saturday, 12/14/19

(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 Kim Strebeck Date: 12/14/19

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

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

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

**Minutes of November 5, 2019  
Mayor and Board of Aldermen**

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
SECOND JUDICIAL DISTRICT

**RELEASE AND IDNEMNITY**

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3<sup>rd</sup> Street, I Kim Strebeck, 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 14th day of October, 2019.

Authorized Signature Kim Strebeck

Witness [Signature]

Minutes of November 5, 2019  
Mayor and Board of Aldermen

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: 10/15/19 Time: 3:39 By: CS

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

Sponsoring Organization's Legal Name: Long Beach High School Choir  
Organization Address: 300 E. Old Pass Rd  
Organization Agent: Kim Strebeck Title: Choir Assoc. President  
Phone: (228) 596-5086 Work Home \_\_\_\_\_ During event (228) 596-5086  
Agent's Address: 220 McQuire Dr. LB 39560  
Agent's E-Mail Address: Kimberly.Strebeck@gmail.com  
Event Name: Christmas On the Avenue

Please give a brief description of the proposed special event: festival  
including handmade craft and food vendors, entertainment  
as a fundraiser for LBHS choir

Event Day(s) & Date(s): ~~10/20/19~~ 12/14/19 Event Time(s): 9A-6P  
Set-Up Date & Time: 12/13/19 11A/12/14/19 @ 7A Tear-Down Date & Time: 12/14/19 5P-6P  
Event Location: Town Green

ANNUAL EVENT: Is this event expected to occur next year?  YES  NO  
How many years has this event occurred? 10+ years

ADOPTED: 11.15.11-BOARD ACTION

**Minutes of November 5, 2019  
Mayor and Board of Aldermen**

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

**STREET CLOSURES:** Start Date/ Time: \_\_\_\_\_ 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 the expected (estimated) attendance for this event? 500

**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.)

use restroom facilities at Town Green, need trash cans and bags

ADOPTED: 11.15.11-BOARD ACTION

**Minutes of November 5, 2019  
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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:

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**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.

10/14/19  
Date

Kim Strebeck  
Signature of Sponsoring Organization's Agent

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

ADOPTED: 11.15.11-BOARD ACTION



Minutes of November 5, 2019  
Mayor and Board of Aldermen

Event Title: Christmas on the Avenue Saturday, 12/14/19

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

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

Police Dept.: WJ Recommend Approval: YES NO Est. Economic Impact: \$ \_\_\_\_\_

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

Public Works: K Recommend Approval: YES NO Est. Economic Impact: \$ \_\_\_\_\_

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

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

Have businesses been notified for street closures?: YES NO

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

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

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

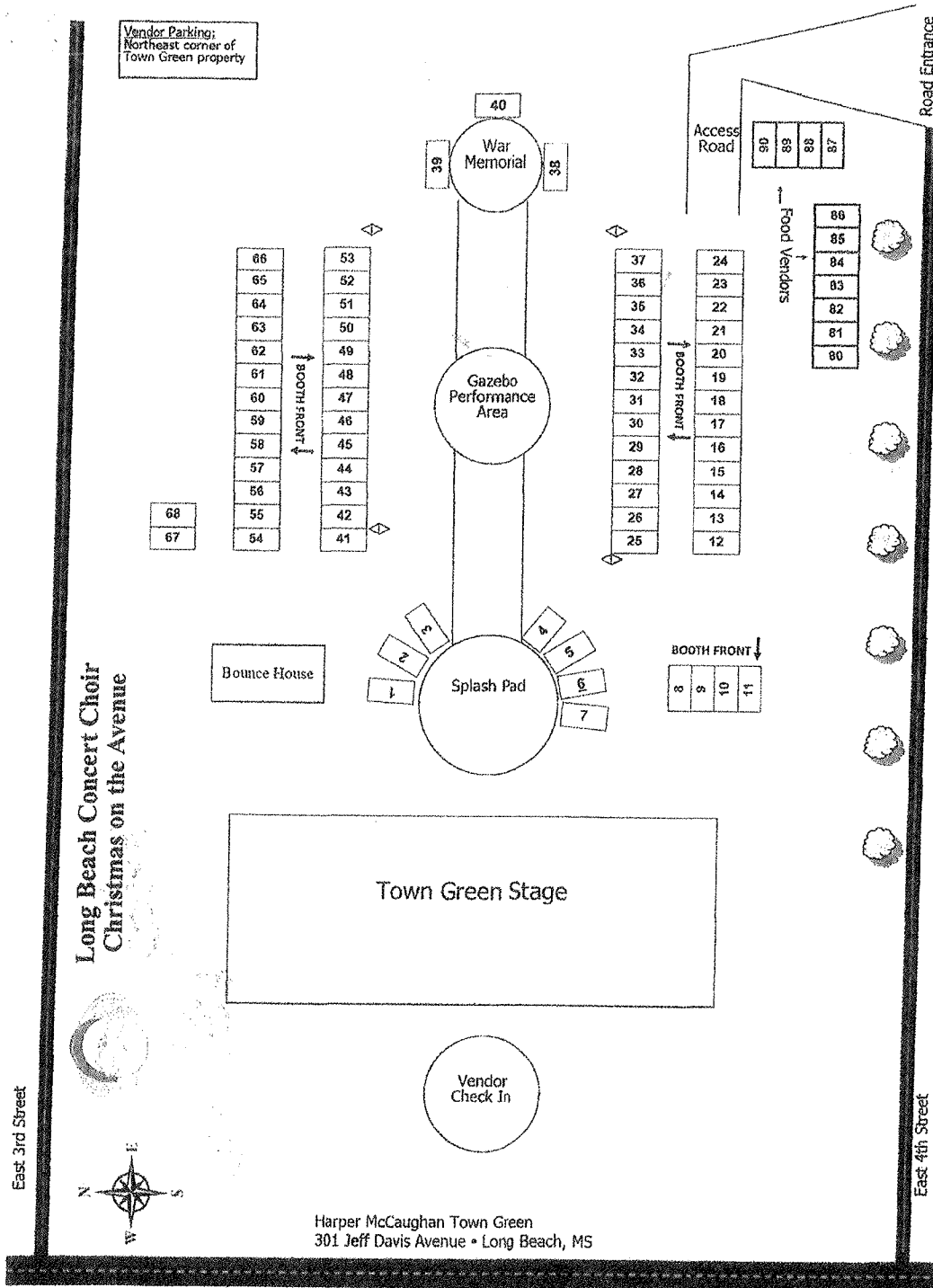
Insurance Approved: \_\_\_\_\_

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

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

ADOPTED: 11.15.11-BOARD ACTION

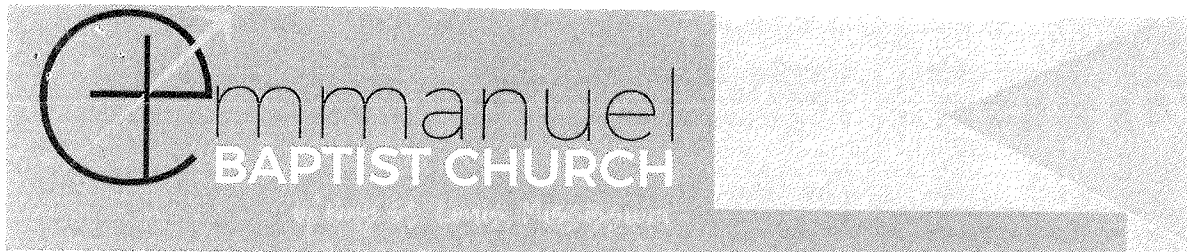
# Minutes of November 5, 2019 Mayor and Board of Aldermen



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**Minutes of November 5, 2019  
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to waive the fees for use of Town Green for Emmanuel Church for a Free Gospel Sing, as submitted:



October 16, 2019

City of Long Beach C/O Mayor George Bass  
201 Jeff Davis Avenue  
Long Beach, MS 39560

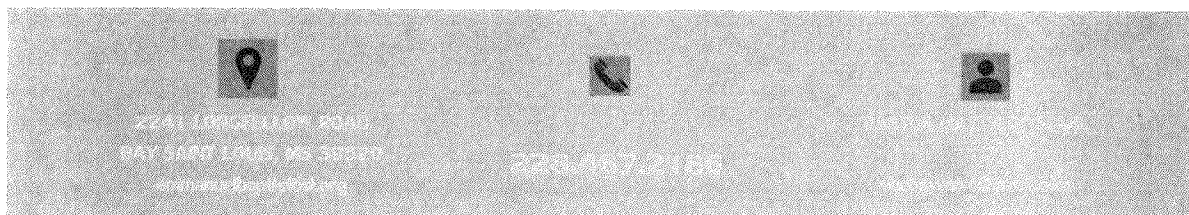
Dear Mayor Bass,

Greetings in the name of our Lord and Savior Jesus Christ. We have applied to rent the portion of the Town Green which is the outdoor amphitheater on November 30<sup>th</sup> for the purpose of hosting a Free Gospel Sing, weather permitting.

The plan is to begin at 11:00 A.M. towards the tail end of the Farmer's Market and we will have the Jonathan Ellis family in to sing and play their instruments. We will invite people to receive a gospel message, offering Free Bibles or other free gospel literature to anyone who would like one. We will not charge any admission fee or collect any offering; this is a Free Public Event that we will pay for, and I am asking the City if they would consider waiving the rental fee for this. I realize that we are not a church in your community, but a little further down the coast, and we do not expect the fee waived, only ask for your consideration. Thank you for your consideration, and I hope to be able to meet you at this event!

Sincerely,

Matthew Stahl, pastor



Minutes of November 5, 2019  
Mayor and Board of Aldermen



*November 30, 2019  
Saturday  
Gospel Concert  
10:00am - 1:00  
(11:00 - 1:00)  
Stage/Bleachers*

CITY OF LONG BEACH  
PARKS AND RECREATION DEPARTMENT  
APPLICATION FOR PERMIT

*Bob Paul  
228-467-7601*

TOWN GREEN

Group / Individual Name (Permit fee):

*Emmanuel Baptist Church, Matthew Stahl Pastor*

Telephone Number: *228-467-2186* *228-437-1250*

Street Address: *2241 Longfellow Rd*

City *Bay St. Louis* State *MS* Zip *39520*

Type of Event: *Gospel Music Concert*

Start Time: *10:00 am*

Closing Time: *1:00 pm*

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

*November 30, 2019*

*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 *Matthew Stahl* Date: *10/15/19*

Rental Fee \$ *150.<sup>00</sup>* Receipt # \_\_\_\_\_ Date *10/15/19*

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

Clean-up Fee \$ *250.<sup>00</sup>* Receipt # \_\_\_\_\_ Date *10/15/19*

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of November 5, 2019  
Mayor and Board of Aldermen

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNTY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3<sup>rd</sup> Street, I MATTHEW STONE, 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 15<sup>th</sup> day of October, 2019.

Authorized Signature Matthew Stone

Witness [Signature]

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**Minutes of November 5, 2019  
Mayor and Board of Aldermen**

Alderman Lishen made motion seconded by Alderman McCaffrey and unanimously carried to accept the following Tidelands Grant Award and authorize the Mayor to execute same:



**STATE OF MISSISSIPPI**  
Phil Bryant  
Governor

**MISSISSIPPI DEPARTMENT OF MARINE RESOURCES**  
Joe Spraggins, Executive Director

October 23, 2019

Mayor George Bass  
P.O. Box 929  
Long Beach, MS 39560

**Re: Tidelands Grant Award – Long Beach Harbor Improvements**

Dear Mayor Bass:

I am pleased to announce the City of Long Beach has been awarded a Public Trust Tidelands grant for the above referenced project by the Mississippi Legislature. This award was authorized during the 2019 Mississippi Legislative session. See attached 2020 Grant Agreement for the above referenced project. Please sign and return an original to Sonja Slater, Tidelands Coordinator.

Thank you for making the Mississippi Gulf Coast a better place to live and work. Please feel free to contact me at any time should the Mississippi Department of Marine Resources be of service to you, (P)228-523-4011 or [joe.spraggins@dmr.ms.gov](mailto:joe.spraggins@dmr.ms.gov).

In appreciation,

  
Joe Spraggins  
Executive Director

cc: David Ball  
Stacy Tanner

Minutes of November 5, 2019  
Mayor and Board of Aldermen



FY20-P613-04

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Tidelands Grant Agreement  
City of Long Beach  
FISCAL YEAR 2020

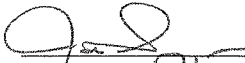
City of Long Beach hereby agrees to expend funds as authorized by the Mississippi Legislature in H.B. 1656 2019 Regular Session and Mississippi Code Section 29-15-9.

The Mississippi Department of Marine Resources will disburse funds in the amount of \$ 500,000 for the Long Beach Harbor Improvements, upon (1) receipt of this signed document; (2) MDMR possession of amended application with complete and final project designs and plans; (3) release of funds from the Mississippi Department of Finance and Administration; and (4) availability of said funds. The Mississippi Department of Marine Resources shall make progress payments in installments based on work completed and material used in the performance of a Tidelands project only after receiving written verification using Form TTF-3 (Attachment 1) and Form TTF-4 or Form TTF-5.

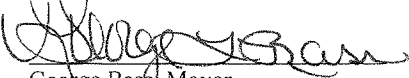
The City of Long Beach agrees to:

- 1) Expend monies for the project as designated by the Legislature in H.B. 1656 2019 Regular Session Long Beach Harbor Improvements and Mississippi Code Section 29-15-9, and be subject to an audit by the State Auditor.
- 2) Provide the Department of Marine Resources with detailed reports beginning January 31, 2020, and every six months thereafter for the duration of project, using the attached form TTF-4 (Attachment 2). Project reports will include:
  - Final project design and budget
  - Benefits to the public and community
  - Visual presentation (photographs) of project
  - Narrative description of project
  - Description of Work Completed
  - Milestones for Completion
  - Funds expended (to include Tidelands and Matching Funds)
- 3) Provide the Department of Marine Resources with a Notification of Completion – TTF-5 (to be included in final payment request-Form TTF-3) to include a detailed final report of entire project, using the attached forms (Attachment 3).
- 4) Erect a prominent, permanent sign to be displayed at all funded public access and construction related projects. The sign shall read "Funds for this project appropriated by the Mississippi Legislature, 2020 Tidelands Trust Fund, through the Secretary of State, Delbert Hosemann, and the Mississippi Department of Marine Resources."

On behalf of the City of Long Beach I have read, understand, and agree to all terms listed above, and recognize that failure to comply with any portion of this Grant Agreement could jeopardize the receipt of any future Tidelands Trust Funds Appropriations.

  
Joe Spraggins, Executive Director  
Department of Marine Resources

10-18-19  
Date

  
George Bass, Mayor  
City of Long Beach

11-6-19  
Date

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**Minutes of November 5, 2019  
Mayor and Board of Aldermen**

Alderman Griffin made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Senior Community Service Employment Program (SCEP) Contract with SMPDD, authorize the Mayor to execute same:



October 9, 2019

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

**Re: Senior Community Service Employment Program**

Dear Mayor Bass:

Thank you for your interest in serving once again as a Host Agency Partner, in the Senior Community Service Employment Program (SCSEP). The SCSEP is a Financial Assistance/Job Training program for older adults, in which participants provide community service up to 20 hours per week while training to increase skills and gain unsubsidized employment. The SCSEP is authorized by Title V of the Older Americans Act, and is funded by the U.S. Department of Labor.

Today, I am mailing two sets of the federal and state SCSEP contracts, which clearly state the responsibilities of the Host Agency involved in this very worthwhile community endeavor.

I am passionate about this program because it "gives" nothing by entitlement. Through the Southern Mississippi Planning and Development District (SMPDD), participants earn minimum wage for ONLY those hours they actually work. Their only additional benefit is the Workers Compensation coverage we provide, which protects the participant and the host agency.

This is a wonderful job-readiness program that allows the seniors in your community to receive wages from us while working for you. It is definitely a WIN-WIN-WIN situation that has served government offices and non-profit agencies since 1965.

As soon as you review, sign and date the enclosed Annual SCSEP Host Agency contracts, I will be able to review prospective participants to assign to your participating agency departments. Please don't hesitate to phone me if you have any questions.

Sincerely,

Janice Hale, SCSEP Program Manager and Department Head  
Southern Mississippi Planning & Development District  
10441 Corporate Drive Suite #1 Gulfport, MS 39503  
Office: 228-314-1433  
Email: [jhale@smpdd.com](mailto:jhale@smpdd.com)

Enclosures: 2 sets of original SCSEP *Host Agency Contracts*

---

10441 Corporate Drive, Suite 1, Gulfport, MS 39503 | (228) 868-2311 | Fax (228) 868-2550  
P. O. Box 934, Hattiesburg, MS 39403 | (601) 545-2137 | Fax (601) 545-2164  
[www.smpdd.com](http://www.smpdd.com)



# Minutes of November 5, 2019

## Mayor and Board of Aldermen



STATE OF MISSISSIPPI  
 DEWEY PHILLIP BRYANT, GOVERNOR  
 DEPARTMENT OF EMPLOYMENT SECURITY  
 MARK HENRY  
 EXECUTIVE DIRECTOR

### SCSEP Host Agency Agreement

As part of the Senior Community Service Employment Program, operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by the:

City of Long Beach

a governmental agency or a **non-profit agency** designated under Section 501(c)(3) of the Internal Revenue Code, (hereinafter referred to as the Host Agency), and

Southern Mississippi Planning and Development District

Sponsor Agency.

The intent of this agreement is to furnish useful community service assignments for low-income mature workers who are 55 years of age or older, in order to increase their skills and assist transition to permanent employment.

The Host Agency agrees:

- To provide a safe and healthful environment, adequate orientation and training, additional training as needed to meet employment goals, and to treat each participant as a valued worker in the Host Agency.
- To assist the Sponsor agency in placing one or more participants per year in a job off of the program; and to consider participants for regular employment on its staff when vacancies occur or when new positions are created.
- To abide by mutually agreed to schedules, documented by properly prepared time sheets and periodic performance evaluations. Participants may be required to attend periodic meetings during regular working hours, and the Host Agency recognizes that they will be unavailable at the Host Agency during these times.
- To ensure that each participant's assignment does not displace currently employed or laid-off workers, replace others working in assisted programs, or reduce regular house work, wages or benefits.
- Not to discriminate against any participant because of race, color, religion, sex, national origin, or disability.
- To send a representative to a group meeting of host agency supervisors. Group meetings of host agency supervisor or designated representatives will be held annually to acquaint all concerned with the SCSEP goals and objectives.

**Minutes of November 5, 2019  
Mayor and Board of Aldermen**

- That no other national Title V SCSEP project sponsor will use this Host Agency site while this Agreement is in effect; and
- **To inform the Sponsor Agency immediately if its Section 501(c)(3) certification is changed.**

The Sponsor Agency Agrees:

- To recruit, enroll, assess and assign a SCSEP participant to the Host Agency for the purpose of engaging in a productive community service assignment with duties and tasks as specified in a written community service assignment description.
- To be responsible for all administrative and fiscal controls for the assignment and for paying wages and providing required fringe benefits to each participant.

The Sponsor Agency reserves the right to reassign any participant whenever reassignment will increase opportunities for training or unsubsidized employment, will serve the best interest of the participant, or will better support the goals and objectives of the SCSEP program.

This agreement may be amended by mutual agreement.

**Minutes of November 5, 2019  
Mayor and Board of Aldermen**

This Agreement is in effect from: **July 1, 2019 to June 30, 2020**

SIGNED - HOST AGENCY

Name of Agency: City of Long Beach

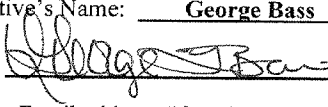
Address: 201 Jeff Davis Avenue, Long Beach MS 39560  
(Please submit physical address to include street, city/town & ZIP)

Mailing Address if different from above: P.O. Box 929, Long Beach MS 39560  
(Please include street and/or P.O. Box, city/town & ZIP)

Telephone Number: (228) 863-1556 FAX Number: (228) 865-0822  
(Including area code)

Federal Employer Identification Number: 64-6000637 State: Mississippi

Representative's Name: George Bass Title: Mayor

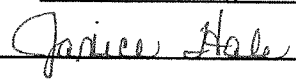
Signature:  Date: 11-6-19

Supervisor's Email address (if applicable): cityclerk@cityoflongbeachms.com

SIGNED - SCSEP PROJECT SPONSOR

Project Sponsor: Southern Mississippi Planning and Development District

Name & Title: Janice Hale, Program Manager Phone: (228) 868-2311 Fax: (228) 868-2550

Signature:  Date: 10.10.2019

Program Manager's Email Address: jhale@smpdd.com

DEFINITION OF HOST AGENCY STATUS

This host agency is a government agency. FEIN: 64-6000637 (Required by USDOL).

or

This host agency is a certified non-profit agency under Section 501(c) (3) of the United States Internal Revenue Code. FEIN: \_\_\_\_\_ (Required by USDOL).

501(c) (3) documentation is attached.

501(c) (3) documentation is already on file with the sponsor.

**Minutes of November 5, 2019  
Mayor and Board of Aldermen**

### Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so that enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties.

**However, Enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the Public. Enrollees may not operate host agency vehicles. Enrollees are not allowed to handle cash transactions without direct Agency supervision.**

Include enrollees in staff development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure that they are completed correctly and forwarded to the Project Director.

Assure that enrollees do not work more than the twenty hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure that enrollees do not displace or replace paid employees.

Provide a safe and hazard free working environment for the enrollee and report all accidents immediately to the Project Director.

## Minutes of November 5, 2019 Mayor and Board of Aldermen



### SSAI SCSEP Host Agency Agreement

To comply with the requirements of the Senior Service America, Inc. (SSAI), Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by

**City of Long Beach**, hereinafter referred to as the Host Agency, and **Southern Mississippi Planning and Development District**, hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each participant, to provide the orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each participant as a regular member of the Host Agency staff.

The Host Agency agrees to consider each participant for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the participant. A detailed training plan, which includes skills to be attained and timelines for achieving the goal, will be documented in the participant's Individual Employment Plan (IEP) and Community Service Assignment Description. The Community Service Assignment Description must specify the nature of the assignment, the hours each participant will train, specific duties and tasks to be performed.

As the onsite day-to-day supervisor of assigned participants, the Host Agency agrees to document any inappropriate work behaviors of participants that may lead to progressive discipline, or other incidents, and call and discuss with the Project Sponsor.

The Host Agency also agrees to notify the Project Sponsor of any unscheduled leave time of the participants, particularly absences of three days or longer.

The Host Agency understands that the length of time that a participant may remain in the same assignment will be determined in their IEP. The Host Agency understands that the Sponsor Agency may reassign any participant when that reassignment will increase the participant's opportunities for training or unsubsidized employment, or will otherwise serve the best interests of the participant.

While this agreement is in effect, the Host Agency agrees not to provide community service assignments for participants serving through other national Title V project sponsor.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each participant and to provide: properly prepared time sheets (the supervisor will confirm that the participants worked the hours claimed on their time sheet, and will assure that both they and the participant signs the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and understands that each participant will be required to attend periodic SCSEP meetings during regular working hours.

---

Host Agency Agreement – rev. May 2019

Page 1

## Minutes of November 5, 2019 Mayor and Board of Aldermen

The Host Agency agrees that the community service assignments for any participant are to be similar to "in demand" or "growth industries" private sector jobs, such as health care; child day care; education; or green jobs. However, these assignments will not result in the displacement of currently employed workers; or in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the participant for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a participant on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees that participants currently assigned to the Host Agency are not to volunteer at the Host Agency, whether it be similar activity as the Community Service Assignment, or any other activity.

The Host Agency agrees to send a representative to a host agency supervisor's meeting. Host Agency supervisor's meetings will be held annually to acquaint all concerned with the SCSEP goals and objectives. The Host Agency agrees to participate in the DOL Customer Satisfaction Survey if solicited.

The Host Agency agrees to provide documentation of in-kind contributions. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any participant.

The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c)(3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c)(3) agency, a copy of that certification is attached or is on file with the Sponsor Agency and is still in effect. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c)(3) certification is revoked.

The Sponsor Agency agrees to recruit, enroll, and assign a participant to the Host Agency for the purpose of engaging in productive community service employment.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits to each participant. The Host Agency does not provide Workers' Compensation insurance for participants.

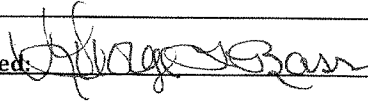
This Agreement may not be amended except upon written agreement between the parties.

**Minutes of November 5, 2019  
Mayor and Board of Aldermen**

**This Agreement is in effect from July 1, 2019 to June 30, 2020.**

**Signed — Host Agency**

Host Agency: City of Long Beach

Representative Name/Signature: George Bass / Signed: 

Representative Title: Mayor

Host Agency Supervisor(s): Stacey Dahl, City Clerk

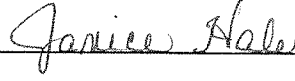
Address: 201 Jeff Davis Avenue (P.O. Box 929), Long Beach MS 39560

Phone: (228) 863-1556 Fax: (228) 865-0822

Email: cityclerk@cityoflongbeachms.com Date: 11-6-19

**Signed — SCSEP Sponsor**

SCSEP Sponsor: South Mississippi Planning and Development District

Representative Name/Signature: Janice Hale / Signed: 

Title: Program Manager and Dept. Head

Address: 10441 Corporate Drive, Suite #1, Gulfport MS 39503

Phone: (228) 868-2311 Fax: (228) 868-2550

Email: jhale@smpdd.com Date: 10.10.2019

**Definition of Host Agency status (Check one)**

This host agency is a certified non-profit agency under Section 501(c)(3) of the United States Internal Revenue Code.

FEIN: \_\_\_\_\_ (Required by USDOL)

501(c)(3) documentation is attached.

501(c)(3) documentation is already on file with the sponsor.

This host agency is a government agency. FEIN: 64-6000637 (Required by USDOL)

Host Agency Agreement – rev. May 2019

Page 3

**Minutes of November 5, 2019  
Mayor and Board of Aldermen**

Host Agency Responsibilities

*It is the Host Agency's responsibility to:*

Provide training so enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties. **However, enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Host Agency supervision.**

Include enrollees in staff-development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure they are completed correctly and forwarded to the Project Director.

Assure enrollees do not work more than the 20 hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure enrollees do not displace or replace paid employees.

Provide a safe and hazard-free working environment for the enrollee and report all accidents immediately to the Project Director.

\*\*\*\*\*



**Minutes of November 5, 2019  
Mayor and Board of Aldermen**

There came on for discussion the following letter from Library Director, Denise Saucier:

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

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

October 18, 2019

Dear Mayor Bass and Honorable Aldermen,

Thank you for your consideration on the library's FY2020 budget. We greatly appreciate all that you do for the city and our library.

Can you please clarify how I may spend the \$4000.00 in the Capital Improvement line item? I would like to know if we are limited to purchasing a certain number of computers with that amount or if I can use it to procure as many computers as possible with that amount.

Again, I appreciate your consideration and assistance.

Respectfully,



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

Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to permit the Library to purchase as many computers as they could within the approved \$4,000 budget.

\*\*\*\*\*

Minutes of November 5, 2019  
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Frazer and  
unanimously carried to approve the following request for a petty cash account at the  
Library:

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

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

October 23, 2019

Dear Mayor Bass and Honorable Aldermen,

As you know, the library has been approved for a grant to cover the transport costs of mailing out Interlibrary Loan items. This grant is a reimbursement grant, so the library is requesting a petty cash fund to be able to pay upfront for the library rate postage required each month.

Based on last years numbers, we mailed out 89 Interlibrary Loan packets at a cost of \$262.67. On average, we spent \$42.00 per month on postage. We expect that number to continue to increase in FY 2020 as more patrons become aware of the service and as more libraries in the state begin to send us requests for materials. A fifty dollar per month petty cash fund would provide the ready cash needed in order to efficiently provide this service.

Thank you for your time and consideration in these matters.

Respectfully,



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

\*\*\*\*\*

**Minutes of November 5, 2019  
Mayor and Board of Aldermen**

Alderman Robertson made motion seconded by Alderman Parker and unanimously carried to accept the following grants for the Library:

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

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

October 31, 2019

Dear Mayor Bass and Honorable Aldermen,

In reviewing my previous letters, it appears that I overlooked asking the following questions. I apologize if this letter is repetitive, but I would like to make certain that I have covered all the grant information for 2020 fiscal year.

Therefore, I am listing all the grants thus far expected for this 2020 fiscal year and asking for permission to accept these as they are granted to the library.

The library has been approved for the State Life and Health Insurance Grant and I see where I asked the Board for permission to accept this grant and that was approved.

In addition to the State Life and Health grants, the library has been or expects to be awarded the following non-competitive LSTA grants through the Mississippi Library Commission:

1. A Transportation Grant to cover the expense of inter-library loans
2. A Professional Development Grant to cover staff training for the year,
3. And one that is more flexible in design, but which we will most likely use for technology improvements.

I appreciate your patience if I have asked about any of these prior to this letter. Thank you for your time and consideration in this matter.

Respectfully,



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

\*\*\*\*\*

Alderman Robertson made motion seconded by Alderman Lishen and unanimously carried to approve the following contract with Digital Engineering, and authorize the Mayor to execute same:

Minutes of November 5, 2019  
Mayor and Board of Aldermen



November 5, 2019

Mayor George Bass  
City of Long Beach  
201 Jeff Davis Ave.  
Long Beach, MS 39560

Re: Water & Sewer System Layouts for Annexation Study Areas

Mayor Bass:

This will confirm the City of Long Beach, Mississippi's ("City") retention of Digital Engineering ("DE") to develop preliminary Water and Sanitary Sewer layout plans for the City's annexation study areas (Study Areas 1, 2, and 3), including associated cost estimates. DE's fee for preparation of the preliminary water and sewer layout plans and cost estimates for the Long Beach annexation study areas will be capped at \$15,000, without further authorization from the City. DE's fees will be billed in accordance with the Fee Schedule attached hereto as Exhibit "A".

We appreciate the opportunity to work with Long Beach on this annexation study. Should you concur with this proposal please acknowledge by signing below and returning one copy to our office.

Sincerely,

DIGITAL ENGINEERING

*L. Bruce Newton*  
L. Bruce Newton, PE, MBA  
Executive Vice President

Accepted By:

*George Bass*      11-6-19  
Signature                      Date

LOUISIANA

Dedicated Engineering for a better community.  
www.deil.net

MISSISSIPPI

Exhibit "A"

**2019 DIGITAL ENGINEERING FEE SCHEDULE**

| <u>Labor Category</u>                  | <u>Billing Rate</u> |
|--|---------------------|
| Principal                              | \$235.00            |
| Sr. Professional / Supervisor Engineer | \$170.00            |
| Professional Engineer                  | \$135.00            |
| Engineer Intern (Pre Professional)     | \$90.00             |
| Sr. Technician/Designer                | \$115.00            |
| Planner                                | \$96.00             |
| CAD Technician                         | \$87.00             |
| Construction Manager                   | \$80.00             |
| Sr. Construction Inspector             | \$87.00             |
| Construction Inspector                 | \$78.00             |
| Administrative/Clerical II             | \$75.00             |
| Administrative/Clerical I              | \$60.00             |



**Minutes of November 5, 2019  
Mayor and Board of Aldermen**

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There came on for discussion the Resumes submitted for the School Board Trustee Position, whereupon the Mayor and Board of Aldermen took the matter under advisement.

\*\*\*\*\*

The Mayor presented the following Veto:

## City of Long Beach

BOARD OF ALDERMEN  
Donald Frazer - At-Large  
Ronald Robertson - Ward 1  
Bernie Parker - Ward 2  
Kelly Griffin - Ward 3  
Timothy McCaffrey, Jr. - Ward 4  
Mark E. Lishen - Ward 5  
Patricia Bennett - Ward 6

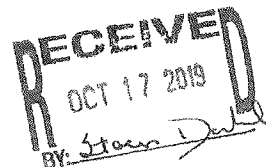


GEORGE L. BASS  
MAYOR

CITY CLERK  
TAX COLLECTOR  
Stacey Dahl

CITY ATTORNEY  
James C. Simpson, Jr.

October 16, 2019



TO: Donald Frazer, Alderman-at-Large  
Ron Robertson, Alderman Ward 1  
Bernie Parker, Alderman Ward 2  
Kelly Griffin, Alderman Ward 3  
Timothy McCaffrey, Jr., Alderman Ward 4  
Mark Lishen, Alderman Ward 5  
Patricia Bennett, Alderman Ward 6

RE: ACTION TAKEN BY THE BOARD OF ALDERMEN AT A PUBLIC MEETING DULY HELD AND CONVENED ON TUESDAY, OCTOBER 15, 2019, APPROVING A LEASE OPTION BY AND BETWEEN THE CITY OF LONG BEACH AND LONG BEACH HARBOR RESORT, LLC.

You are hereby notified that, acting under authority and provision of Section 21-3-15, Mississippi Code 1972, as amended, I hereby veto the above referenced action. My reasons for this action follow.

It is apparent to me that substantial confusion exists regarding the positions of the parties involved in this matter. This confusion is highlighted, indeed worsened by the fact that our request for Mr. Jim Parrish to attend our meeting on October 15, 2019 to assist us with some questions was refused. It is my belief that several of the aldermen were uninformed or under a mistaken impression as to the facts in this regard, and may have voted otherwise had the facts not been confused or been better understood. I feel it is my duty to veto this matter, thus placing it back before the board to override if my concerns are deemed unfounded.

I point out that the matter before the Board for consideration was several times referred to as a "lease." That is not the case. The document under consideration was in fact an *Option to Amend* an existing lease, the terms of which Option had not been discussed. Among my questions and objections to the Option are the following: there is no stated term for the Option. It could go on for years and years without being activated. This extends the term of our present lease indefinitely. Next, the Option grants an additional 25 year secondary term with absolutely no consideration possible to revised market conditions or other lease terms at that time. This is most imprudent, and contrary to the draft, we have been working from previously.

Next, and equally important, the proposed amended lease contained within the *Option to Amend* proposes to reduce the percentage payments to the City from any casino operations by fifty percent during the initial term of the lease and sixty percent during the secondary term, without any discussion by the Board or evaluation of the financial implications whatsoever. I have asked for financial projections and information from the developer so the effect of any rent concessions of this nature can be known, but again, no information has been provided. Other minor errors and objections could be listed, but the point is clear; this document is not ready for Board action or even Board consideration

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

Minutes of November 5, 2019  
Mayor and Board of Aldermen

Finally, we are all fully aware that entering into this proposed *Option Agreement* without the approval of the Secretary of State constitutes a willful violation of the Tidelands lease and Boundary Line Agreement reached years ago. Instead of addressing our existing agreements, Long Beach Harbor Resort, LLC has instituted litigation challenging the agreements reached between the City and The Secretary of State years ago and seeking to invalidate *our* Tidelands Lease and Boundary Line Agreement. I fear this lawsuit may inevitably lead to the City's involvement, and could have grave consequences. The lawsuit not only casts Long Beach Harbor Resort, LLC's source of title into question but also brings that same basis for title to the properties occupied by the Long Beach Yacht Club, Steve's Marina Restaurant and even the boat slips in the harbor into question. In my opinion, it is simply imprudent of us to enter into any long-term lease revisions until this litigation with the Secretary of State and the new controversy over who actually owns the lands within our harbor are finally resolved.

No member of the Governing Authorities is more interested in locating a successful casino venture in Long Beach than me; however, I am equally committed to protecting the interests and future of the citizens of Long Beach in any such development and I am convinced this *Option to Amend Lease Agreement* is not in our best interests at this time.

THEREFORE, I veto the action as set forth above, given under my hand and signature this the 17<sup>th</sup> day of October, 2019.

  
George L. Bass, Mayor

Alderman Lishen made motion seconded by Alderman Parker to uphold the Mayor's Veto. Having put the question to a roll call vote, the results are as follows:

|                                 |       |     |
|---------------------------------|-------|-----|
| Alderman Ronald Robertson       | voted | Aye |
| Alderman Patricia Bennett       | voted | Nay |
| Alderman Donald Frazer          | voted | Nay |
| Alderman Mark E. Lishen         | voted | Aye |
| Alderman Timothy McCaffrey, Jr. | voted | Nay |
| Alderman Kelly Griffin          | voted | Nay |
| Alderman Bernie Parker          | voted | Aye |

Since a super majority of votes to overturn the Veto was not obtained, the Veto stands.

\*\*\*\*\*

The following Items were taken up under the Mayor's Report:

- The Mayor apprised the Board of a Water Billing issue for Joyce Ray at 19073 Commission Road. He explained that Mr. & Mrs. Ray have always paid for sewer and trash pickup, but not water since they had a well. In 1996, their well went out and they came to the City to see if they could connect to water services at that time. Water services were not readily available, so they put in a new well. They were also told at that time that they could stay on their well and not be charged for water until their well went out. On October 21, 2019, Mrs. Ray requested the senior rate for her account, and it was discovered that she was not

**Minutes of November 5, 2019  
Mayor and Board of Aldermen**

paying water charges. Since water services were now available, those charges were added to her bill. She asked the Mayor if she could continue her previous agreement made in 1996. Alderman McCaffrey recused himself at this time.

Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to waive water charges for Mrs. Ray at 19073 Commission Road until her well was no longer working and she tied into City Water Services. Alderman McCaffrey returned to the meeting.

- The Mayor announced that the Long Beach Middle School would be having a Veteran's Day program, and encouraged all to attend.
- They Mayor presented a Funding Grant Agreement for \$100,000 to repair and improve the Cemetery. This agreement must be signed and returned within 10 days of receipt, and the Board would not meet again until after that date.

Alderman McCaffrey made motion seconded by Alderman Robertson and unanimously carried to approve the following Funding Grant Agreement, and authorize the Mayor to execute same:

**Minutes of November 5, 2019  
Mayor and Board of Aldermen**

Government

**FUNDING GRANT AGREEMENT**

This Funding Grant Agreement (hereinafter the "Grant") is entered into between the Department of Finance and Administration (hereinafter the "DFA") and the City of Long Beach for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Long Beach in paying costs associated with the local project (hereinafter the "Project") specified in Section 35 of Senate  Bill 3065, 2019  Regular  Legislative Session, Laws of 2019  (hereinafter the "Act"). This Grant is entered into pursuant to, and subject to the terms of the Act, which authorizes a Grant not to exceed \$ 100,000.00 for the Project (the "Grant Funds"). **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE GRANT FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT.)**

**RECITALS**

**WHEREAS**, the Act establishes the Cemetery Fund for the purpose of providing funds to the City of Long Beach to pay the costs of the Project; and

**WHEREAS**, pursuant to the Act, the State Bond Commission, on behalf of the State of Mississippi (hereinafter the "State"), issued general obligation bonds of the State (hereinafter the "Bonds") to fund the Project and certain other projects and programs; and

**WHEREAS**, the City of Long Beach shall maintain the Grant Funds in a separate bank account; and

**WHEREAS**, the Act authorizes the DFA, within its discretion, to utilize funds in the Cemetery Fund for purposes of entering into this Grant to finance all or a portion of the Project; and

**WHEREAS**, the DFA has requested the City of Long Beach to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent required by the State's bidding laws; and

**WHEREAS**, the City of Long Beach agrees to make every effort to expend the Grant Funds within thirty-six (36) months from the date of receipt from the State; and

**WHEREAS**, the City of Long Beach agrees that if Grant Funds are remaining at the completion of the Project, said funds shall be returned to the State to be applied to debt service on the Bonds; and

**WHEREAS**, the City of Long Beach agrees to provide quarterly reports to the DFA that summarize the expenditure of the Grant Funds and also provide an update on the status of the Project. The quarterly reports must be provided on a form prescribed by the DFA and must include all invoices and bank statements associated with the reported expenditures. The first quarterly report shall be provided within ninety (90) days of the effective date of this Grant, and thereafter



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within thirty (30) days of each calendar quarter end. The City of Long Beach shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of the Grant Funds, summarizing the expenditures and use of the proceeds upon completion of the Project and include all invoices that have not previously been submitted; and

**WHEREAS**, the DFA finds, consistent with the Act, that it is in the best interest of the DFA and the City of Long Beach that the Grant Funds on deposit in the Cemetery Fund for the City of Long Beach should be disbursed to City of Long Beach and that the City of Long Beach shall directly administer the expenditure of such Grant Funds for the Project.

**NOW THEREFORE, IT IS MUTUALLY AGREED BY THE DEPARTMENT OF  
FINANCE AND ADMINISTRATION AND City of Long Beach AS FOLLOWS:**

**SECTION 1.** Each and all of the facts and findings set forth in the preamble clauses of this memorandum are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

**SECTION 2.** The DFA, pursuant to the Act, shall disburse the Grant Funds from the Cemetery Fund upon the written request of the City of Long Beach to pay the costs associated with the Project.

**SECTION 3.** The City of Long Beach certifies and agrees to use all Grant Funds received from the Cemetery Fund solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this Grant. Failure on the part of the City of Long Beach to adhere to this provision of the Grant may result in immediate action by the State to revoke the Grant and seek return of the Grant Funds.

**SECTION 4.** The City of Long Beach agrees to spend the Grant Funds within thirty-six (36) months from the date of receipt. Failure on the part of the City of Long Beach to adhere to this provision of the Grant may result in immediate action by the State to revoke the Grant and seek return of the Grant Funds.

**SECTION 5.** The City of Long Beach agrees to properly and competitively execute procurements in accordance with State law. Failure to adhere may cause the DFA to revoke the Grant and seek return of the Grant Funds. Further, the City of Long Beach agrees to maintain on file the documentation listed in Exhibit A attached hereto and incorporated herein, in accordance with the law and the recitals of this Grant.

**SECTION 6.** The City of Long Beach agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format prescribed by the DFA. The first quarterly report shall be provided within ninety (90) days of the effective date of this Grant, and thereafter within thirty (30) days of each calendar quarter end. The City of Long Beach shall also provide the DFA with a final report summarizing the expenditures and use of the Grant Funds proceeds no more than thirty (30) days after final expenditure of the Grant Funds.

**SECTION 7.** The City of Long Beach agrees to maintain copies of all invoices, bank statements and similar documentation for each expenditure of all funds received from the Cemetery Fund sufficient to satisfy and confirm, to DFA's satisfaction, that such Grant

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Funds have been expended **solely** for the costs of the Project as authorized and provided by the Act.

**SECTION 8.** The City of Long Beach agrees to administer the Project with respect to construction to be completed in accordance with the state procurement laws.

**SECTION 9.** The City of Long Beach agrees that if any Grant Funds are remaining at the completion of the Project, the remaining Grant Funds shall be returned to the State to be applied to debt service.

**SECTION 10.** All notices or information pursuant to this Grant shall be provided as follows:

Mayor George Bass, P.O. Box 929  
\_\_\_\_\_  
Long Beach, MS, 39560  
Phone: (228) 863-1556  
Email: [mayor@cityoflongbeachms.com](mailto:mayor@cityoflongbeachms.com)

**Department of Finance and Administration**  
Attention: Bond Advisory Division  
501 North West Street, Suite 1301A  
Jackson, Mississippi 39201  
Phone: (601) 359-3402  
Fax: (601) 359-2405  
Email: [BondAdvisory@dfa.ms.gov](mailto:BondAdvisory@dfa.ms.gov)

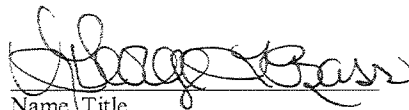
**SECTION 11.** This GRANT shall be effective from and after the final signature date.

**IN WITNESS WHEREOF,** the parties have affixed their signatures on the dates indicated below.

**MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Laura D. Jackson, Executive Director

**City of Long Beach**

By:  Date 11-6-19  
Name, Title

# Minutes of November 5, 2019 Mayor and Board of Aldermen

## EXHIBIT A

The City of Long Beach shall maintain on file, the following items in relation to Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualifications (RFQ), Request for Proposals (RFP) or Invitation for Bid (IFB).
2. A copy of the Program of Work for project.
3. A copy of the Construction Documents and Invitation for Bid Documents and any other IFB, RFQ, RFP Documents including resultant Contracts for which funds will be expended.
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of Contract award for construction of project.
6. A copy of all contractor pay requests and professional pay requests and approval of payments for said services.
7. All invoices.
8. All bank statements.

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

Fire Department:

- New Hire, Firefighter 1<sup>st</sup> Class Tony Barnett, FS-9, effective November 15, 2019

Police Department:

- Resignation, Police Officer 1<sup>st</sup> Class Christopher Sholar, effective October 8, 2019
- Resignation, Police Officer 1<sup>st</sup> Class Daniel Gilkerson, effective November 10, 2019
- Step Increase, Clerk Debbie Korte, CSA-3-XVI, effective December 16, 2019
- New Hire, Police Officer 1<sup>st</sup> Class Kori Stewart, PS-9-B, effective November 16, 2019
- New Hire, Police Officer 1<sup>st</sup> Class Eddie Gossett, PS-9-B, effective November 16, 2019
- New Hire, Police Officer 1<sup>st</sup> Class Haley Breaux, PS-9-B, effective November 16, 2019
- New Hire, Police Officer 1<sup>st</sup> Class Michael Bateman, PS-9-B, effective November 16, 2019

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Alderman Lishen made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Change Order for Hurricane Nate Pier Repairs, and authorize the Mayor to execute same:

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



**OVERSTREET  
& ASSOCIATES**  
CONSULTING ENGINEERS

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

October 30, 2019

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

**RE: Change Order No. 2  
Long Beach Small Craft Harbor – Hurricane Nate Repairs – Piers**

Ladies and Gentlemen:

As discussed as part of previous Change Order No. 1, FEMA has required modifications to the lighting on the fishing piers. We were unable to include them in the previous change order because the quote for such modifications had not yet been provided by the Contractor. Having now received the quote, the costs associated with such modifications are represented in the attached Change Order No. 2, along with the addition of a 10" center pile for a finger pier on Pier 5, where the "existing" center pile was completely missing. We appreciate your consideration of these changes and recommend your approval of them so that work may proceed.

We would additionally like to advise the City of unavoidable delays the Contractor has experienced due to unexpectedly high tides in the Harbor. These high tides have prevented the Contractor from being able to work on the whaler and cross-bracing repairs required by the Contract. We anticipate a future change order for a time extension to remedy this unavoidable issue.

Sincerely,

David Ball, P.E.

DB:1033  
Attachment

# Minutes of November 5, 2019 Mayor and Board of Aldermen

Change Order  
No. 2

Date of Issuance: 10/30/2019 Effective Date: 11/5/2019

|             |   |   |
|-------------|---|---|
| Project:    | Owner: <u>City of Long Beach</u>                                  | Owner's Contract No.: <u>166-620900</u> |
| Contract:   | <u>LONG BEACH SMALLCRAFT HARBOR HURRICANE NATE - PIER REPAIRS</u> | Date of Contract: <u>8/22/2019</u>      |
| Contractor: | <u>Innovative Builders, Inc. (Vendor #6738)</u>                   | Engineer's Project No.: <u>1033</u>     |



The Contract Documents are modified as follows upon execution of this Change Order:

Description:

1. Modify fishing pier lighting fixtures and associated electrical components per FEMA requirements.
2. Install 10" center pile under finger pier at Pier 5-Slip 24, which was missing.

Attachments: (List documents supporting change):

| CHANGE IN CONTRACT PRICE:   | CHANGE IN CONTRACT TIMES:   |
|---|---|
| Original Contract Price:<br><u>\$137,446.76</u>   | Original Contract Times: <input type="checkbox"/> Working Days <u>60</u> Calendar days<br>Substantial completion (days or date): <u>11/14/2019</u><br>Ready for final payment (days or date): _____ |
| {Increase} in Contract Price from previous Change Orders No. <u>1</u> to No. <u>1</u><br><u>\$11,720.00</u> | Change in Contract Time from previous Change Orders No. <u>1</u> to No. <u>1</u><br>Substantial completion (days or date): _____<br>Ready for final payment (days or date): _____                   |
| Contract Price prior to this Change Order:<br><u>\$149,166.76</u>   | Contract Times prior to this Change Order:<br>Substantial completion (days or date): <u>11/14/2019</u><br>Ready for final payment (days or date): _____   |
| {Increase} in Contract Price due to this Change Order:<br><u>\$6,582.00</u>                                 | {Increase} in Contract Time due to this Change Order:<br>Substantial completion (days or date): <u>10</u><br>Ready for final payment (days or date): _____  |
| Revised Contract Price incorporating this Change Order:<br><u>\$155,748.76</u>                              | Contract Times incorporating this Change Order:<br>Substantial completion (days or date): <u>11/24/2019</u><br>Ready for final payment (days or date): _____  |

|                            |   |  |
|----------------------------|---|--|
| RECOMMENDED:<br>(ENGINEER) | ACCEPTED:<br>(CONTRACTOR)   | ACCEPTED:<br>(OWNER)   |
| By: _____                  | By:  | By:  |
| Date: <u>10/30/2019</u>    | Date: <u>11-5-19</u>  | Date: <u>11-6-19</u>   |

ATTACHMENT TO CHANGE ORDER NUMBER

2

PROJECT NO. 1033

| NO.  | DESCRIPTION  | CURRENT CONTRACT QUANTITY | UNIT PRICE  | CURRENT CONTRACT AMOUNT | QUANTITY THIS C.O. | EXTENSION THIS C.O. | TOTAL CONTRACT QUANTITY | TOTAL CONTRACT AMOUNT |
|--|--|---------------------------|-------------|-------------------------|--------------------|---------------------|-------------------------|-----------------------|
| <b>BASE BID</b>  |  |                           |             |                         |                    |                     |                         |                       |
| 1-A  | 12"x35' PILE   | 6 EA.                     | \$ 1,056.16 | \$6,336.96              |                    | \$0.00              | 6                       | \$6,336.96            |
| 1-Q  | 12"x50' PILE   | 1 EA.                     | \$ 1,446.25 | \$1,446.25              |                    | \$0.00              | 1                       | \$1,446.25            |
| 1-B  | 10"x35' PILE   | 3 EA.                     | \$ 957.00   | \$2,871.00              | 1                  | \$957.00            | 4                       | \$3,828.00            |
| 1-C  | WOOD PIER SUBSTRUCTURE   | 2000 B.F.                 | \$ 35.70    | \$71,400.00             |                    | \$0.00              | 2,000                   | \$71,400.00           |
| 1-D  | 10' WIDE PIER DECKING (WEST FISHING PIER)  | 21 L.F.                   | \$ 197.74   | \$4,152.54              |                    | \$0.00              | 21                      | \$4,152.54            |
| 1-E  | WEST FISHING PIER PAVILION ROOF (ASHPHALT SHINGLE)                                 | 1 L.S.                    | \$ 3,571.00 | \$3,571.00              |                    | \$0.00              | 1                       | \$3,571.00            |
| 1-J  | CONSTRUCT FINGER PIER (3'x30'L)  | 2 EA.                     | \$ 2,953.75 | \$5,907.50              |                    | \$0.00              | 2                       | \$5,907.50            |
| 1-K  | CONSTRUCT FINGER PIER (2'x20'L)  | 1 EA.                     | \$ 2,006.25 | \$2,006.25              |                    | \$0.00              | 1                       | \$2,006.25            |
| 1-L  | CONSTRUCT FINGER PIER (2'x25'L)  | 1 EA.                     | \$ 2,507.50 | \$2,507.50              |                    | \$0.00              | 1                       | \$2,507.50            |
| 1-M  | FINGER PIER REPAIR TYPE I (3'Wx30'L)   | 3 EA.                     | \$ 1,543.75 | \$4,631.25              |                    | \$0.00              | 3                       | \$4,631.25            |
| 1-N  | FINGER PIER REPAIR TYPE I (2'Wx20'L)   | 1 EA.                     | \$ 1,137.80 | \$1,137.80              |                    | \$0.00              | 1                       | \$1,137.80            |
| 1-O  | FINGER PIER REPAIR TYPE I (2'Wx25'L)   | 1 EA.                     | \$ 1,138.45 | \$1,138.45              |                    | \$0.00              | 1                       | \$1,138.45            |
| 1-P  | FINGER PIER REPAIR TYPE II (ANY SIZE)  | 2 EA.                     | \$ 940.63   | \$1,881.26              |                    | \$0.00              | 2                       | \$1,881.26            |
| 2-A  | SINGLE 100A POWER PEDESTAL WITH WIRING   | 1 EA.                     | \$ 3,750.00 | \$3,750.00              |                    | \$0.00              | 1                       | \$3,750.00            |
| 2-B  | WESTERN FISHING PIER WATER SYSTEM  | 1 L.S.                    | \$ 2,675.00 | \$2,675.00              |                    | \$0.00              | 1                       | \$2,675.00            |
| CO1-1  | EAST FISHING PIER PAVILION ROOF (SCREW-DOWN METAL ROOF)                            | 1 L.S.                    | \$ 4,500.00 | \$4,500.00              |                    | \$0.00              | 1                       | \$4,500.00            |
| CO1-2  | INSTALL SCREW-DOWN METAL ROOF AT TWO SMALL PAVILIONS (EAST & WEST PARKING AREAS)   | 1 L.S.                    | \$ 5,600.00 | \$5,600.00              |                    | \$0.00              | 1                       | \$5,600.00            |
| CO1-3  | INSTALL FEMA/NOAA-REQUIRED SIGNAGE AT EAST & WEST FISHING PIERS                    | 1 L.S.                    | \$ 720.00   | \$720.00                |                    | \$0.00              | 1                       | \$720.00              |
| CO1-4  | INSTALL 1 MONOFILAMENT RECYCLING RECEPTACLE AT EAST & WEST FISHING PIERS (2 TOTAL) | 2 EA.                     | \$ 150.00   | \$300.00                |                    | \$0.00              | 2                       | \$300.00              |
| CO1-5  | REINSTALL BAIT CUTTING STATIONS & DESIGNATE VIA PAINTED SIGNS ON PIER              | 4 EA.                     | \$ 150.00   | \$600.00                |                    | \$0.00              | 4                       | \$600.00              |
| CO2-1  | INSTALL FEMA/NOAA-REQUIRED ELECTRICIA MODIFICATIONS AT EAST & WEST FISHING PIERS   | 0 L.S.                    | \$ 5,625.00 | \$0.00                  | 1                  | \$5,625.00          | 1                       | \$5,625.00            |
| <b>TOTAL BASE BID</b>  |  |                           |             | <b>\$127,132.76</b>     |                    | <b>\$6,582.00</b>   |                         | <b>\$133,714.76</b>   |
| <b>ALTERNATE BID 1 - SCREW-DOWN METAL ROOF SYSTEM FOR THE WEST FISHING PIER PAVILION</b> |  |                           |             |                         |                    |                     |                         |                       |
| 1-I  | WEST FISHING PIER PAVILION ROOF (SCREW-DOWN METAL ROOF)                            | 1 L.S.                    | \$4,500.00  | \$4,500.00              |                    | \$0.00              | 1                       | \$4,500.00            |
| <b>TOTAL ALTERNATE BID 1:</b>  |  |                           |             | <b>\$4,500.00</b>       |                    | <b>\$0.00</b>       |                         | <b>\$4,500.00</b>     |
| <b>ALTERNATE BID 2 - ADDITIONAL FINGER PIERS</b>   |  |                           |             |                         |                    |                     |                         |                       |
| 1-B  | 10"x35' PILE   | 2 EA.                     | \$ 1,043.25 | \$2,086.50              |                    | \$0.00              | 2                       | \$2,086.50            |
| 1-J  | CONSTRUCT FINGER PIER (3'Wx30'L)   | 2 EA.                     | \$ 7,723.75 | \$15,447.50             |                    | \$0.00              | 2                       | \$15,447.50           |
| <b>TOTAL ALTERNATE BID 2</b>   |  |                           |             | <b>\$17,534.00</b>      |                    | <b>\$0.00</b>       |                         | <b>\$17,534.00</b>    |
| <b>TOTAL WORK COMPLETED</b>  |  |                           |             | <b>\$149,166.76</b>     |                    | <b>\$6,582.00</b>   |                         | <b>\$155,748.76</b>   |

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Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to approve the following contract with Canon and authorize the Mayor to execute same:

Revised Date: February 2017

RENTAL AGREEMENT  
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES  
AND VENDORS  
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Long Beach - MS (hereinafter referred to as Customer), and Canon USA, Inc (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.



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B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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Revised Date: February 2017

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

### 10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence.

## Minutes of November 5, 2019 Mayor and Board of Aldermen

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which the Customer shall not unreasonably withhold.

**12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:**

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. **ASSIGNMENT:** The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

**For the Vendor:**

Name  
Title  
Address  
City, State, & Zip Code

**For the Customer:**

Name  
Title  
Address  
City, State, & Zip Code

16. **WAIVER:** Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. **CAPTIONS:** The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. **SEVERABILITY:** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. **THIRD PARTY ACTION NOTIFICATION:** Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. **AUTHORITY TO CONTRACT:** Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any law.

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security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

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approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

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For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

Vendor: Canon Solutions America

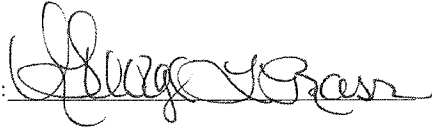
By: \_\_\_\_\_

Authorized Signature

Printed Name:

Title:

Witness my signature this the 6<sup>th</sup> day of November, 20 19.

By:   
Customer:

Customer: City of Long Beach  
By: \_\_\_\_\_  
Authorized Signature

Printed Name: GEORGE L. BASS

Title: Mayor

# Minutes of November 5, 2019 Mayor and Board of Aldermen

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EXHIBIT A  
RENTAL AGREEMENT  
FOR USE BY  
MISSISSIPPI Agencies AND VENDORS  
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200044603

Vendor Company Name: Canon Solutions America

Customer Agency Name: City of Long Beach Public Works Department

Bill To Address: PO Box 929 Public Works Department  
Long Beach, MS 39560

Ship To Address: City of long Beach Public Works Department  
404 KOHLER ST UTILITY PARTNERES  
Long Beach, MS 39560

Description of Equipment, Software, or Services \_\_\_\_\_

IMAGERUNNER ADVANCE C5535I III \_\_\_\_\_

Price

HIGH CAPACITY CASSETTE FEEDING UNIT-A1 \_\_\_\_\_

\$226.06/Monthly

SUPER G3 FAX BOARD-AS2 \_\_\_\_\_

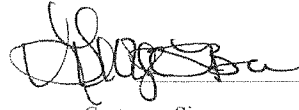
ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D

Remit Address: Canon Financial Services  
14904 Collections Center Drive  
Chicago, IL 60693

Delivery Schedule and Installation Date:  
Rental Term: (Number of Months): 36  
Start Date: 11/1/19  
End Date: 10/31/22

Modifications: All inclusive Maintenance. Service includes all toner, parts, labor and supplies. Everything but paper and staples. Paving per copy & \$.00916 per B/W. Color \$.05068

\_\_\_\_\_  
Vendor Signature

  
\_\_\_\_\_  
Customer Signature

\*\*\*\*\*

**Minutes of November 5, 2019  
Mayor and Board of Aldermen**

The Mayor and Board of Aldermen took up the matter of the public hearing on the property located at 240 Alexander Road, Long Beach, Mississippi, to determine and consider the condition of said property. After conducting the hearing and considering all matters produced there at and after hearing all persons interested and appearing, the Board of Aldermen declared the hearing finally closed. After a discussion of the subject, Alderman Parker offered and moved the adoption of the following Resolution and Order:

**RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF  
THE CITY OF LONG BEACH, MISSISSIPPI ADJUDICATING THE PROPERTY  
LOCATED AT 240 ALEXANDER ROAD , LONG BEACH, MISSISSIPPI, TO BE  
A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY AND  
REQUIRING OWNER OF SUCH PROPERTY TO CLEAN SAID PROPERTY.**

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

1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 240 Alexander Road, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of September 18, 2019, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be October 15, 2019, and directed notice of said hearing be served on the owner of said property in the manner as provided by said MCA Section 21-19-11;

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



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

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

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 240 Alexander Road, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0612C-02-072.000, and according to said tax records is owned by Lullie & Sarah D Bullock, is at present in such a state of uncleanness as to be a menace to the public health and safety of the community and/or an attractive nuisance.

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

**Removal of all discarded materials, dangerous items, and such other rubbish and/or debris as described in any notice or as appearing on said property contributing to the property constituting a nuisance and menace overall to the public health and safety, and abate or cause to be abated the conditions otherwise existing and constituting a menace to public safety and health as testified and/or described in general at the hearing, and as contained in the report letter from Zoning Enforcement Officer Dale Stogner dated July 15, 2019, and attached hereto.**

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

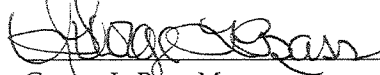
**Minutes of November 5, 2019  
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Alderman McCaffrey seconded the motion to adopt the foregoing resolution and order, and the question being put to a roll call vote by the Mayor, the result was as follows:

|                                 |       |     |
|---------------------------------|-------|-----|
| Alderman Ronald Robertson       | voted | Aye |
| Alderman Patricia Bennett       | voted | Aye |
| Alderman Donald Frazer          | voted | Aye |
| Alderman Mark E. Lishen         | voted | Aye |
| Alderman Timothy McCaffrey, Jr. | voted | Aye |
| Alderman Kelly Griffin          | voted | Aye |
| Alderman Bernie Parker          | voted | Aye |

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this the 5<sup>th</sup> day of November 2019.

APPROVED:

  
George L. Bass, Mayor

ATTEST:

  
Stacey Dahl, City Clerk

\*\*\*\*\*

## Minutes of November 5, 2019 Mayor and Board of Aldermen

The Mayor and Board of Aldermen took up the matter of assessing the costs of cleaning property located at 247 Reinike Road, Long Beach, Mississippi. After a discussion of the subject, Alderman McCaffrey offered and moved the adoption of the following Resolution and Order:

**RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI ASSESSING THE COSTS OF CLEANING CERTAIN PROPERTY LOCATED AT 247 REINIKE ROAD, LONG BEACH, MISSISSIPPI, PREVIOUSLY ADJUDICATED BY THE CITY TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY, AND ORDERING SAME TO BE ENROLLED AS A LIEN AGAINST THE PROPERTY, AND THE PROPERTY TO BE SOLD FOR COLLECTION OF SAME BY THE COLLECTOR OF MUNICIPAL TAXES AND THE NEXT SALE CONDUCTED BY SUCH TAX COLLECTOR FOR SUCH PURPOSES, AND RELATED PURPOSES.**

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

1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 247 Reinike Road, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of January 15, 2019, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be held February 19, 2019, and directed notice of said hearing be served on the owner of said property in the manner as provided by said MCA Section 21-19-11;

2. That such hearing was conducted on February 19, 2019, having previously served the owner of said property, either by registered mail as is evidenced by the return receipt included in the materials produced at said hearing, or by personal service by police officer as evidenced by the return of service of such police officer, or by posting and publication of same, such service being in accordance with said MCA Section 21-19-11, and proof of same being spread upon the minutes of the Governing Authorities taken of such hearing;

3. That the Mayor and Board of Aldermen having considered testimony evidence adduced at hearing regarding the condition of the subject property and the

**Minutes of November 5, 2019  
Mayor and Board of Aldermen**

observations of individual Aldermen concerning the condition of the subject property in its condition on the date of hearing, and being fully advised in the premises, did find and adjudicate on the hearing date that the property was in such a state of uncleanness as to be a menace to the public health and safety of the community;

4. That having adjudicated such property to be in such a state of uncleanness as to be a menace to the public health and safety of the community, notice of such adjudication was provided to the owner of same in accordance with the Resolution and as required by law, proof of which is attached hereto as Exhibit A, without action by the owner to resolve and remedy the condition of said property in the time allowed in accordance with Miss. Code Annotated Section 21-19-11, the City thereupon proceeded to cause same to be cleaned as allowed by law.

5. That it is now the intention of the City of Long Beach, in accordance with Miss. Code Annotated Section 21-19-11 to assess the costs of such cleanup against the property, to impose a lien against the said property as allowed by law, to cause such assessment to be a lien against the property and enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

6. That further, the City desires that tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

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

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 247 Reinike Road, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0612D-01-101.000, and according to said tax records is owned by James P. Elrod, et al, having heretofore been adjudicated to be a menace to the public health and safety of the community in accordance with Miss. Code Annotated Section 21-19-11, and the owner of same failing to have same cleaned as required within the time allowed by law; and same being thereupon cleaned by the City, the City does hereby assess the costs of such cleanup against the property, does hereby impose same as a lien against the property as allowed by law, and does hereby order and direct such lien against the property to be enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

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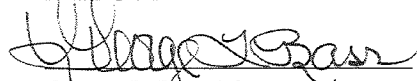
2. That further, the City hereby orders and directs the tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

3. The fine assessed and imposed hereby is in the TOTAL amount of \$10,295.42, \$8,795.42 being the cost of such clean up in accordance with the attached Exhibit A, together with a penalty of \$1,500.00, being not more than either One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost of clean-up, whichever is greater, as allowed by law, all to be assessed against the said parcel of land.

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

|                                 |       |     |
|---------------------------------|-------|-----|
| Alderman Ronald Robertson       | voted | Aye |
| Alderman Patricia Bennett       | voted | Aye |
| Alderman Donald Frazer          | voted | Aye |
| Alderman Mark Lishen            | voted | Aye |
| Alderman Timothy McCaffrey, Jr. | voted | Aye |
| Alderman Kelly Griffin          | voted | Aye |
| Alderman Bernie Parker          | voted | Aye |

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 5<sup>th</sup> day of November, 2019.

APPROVED:  
  
George L. Bass, Mayor

ATTEST:  
  
Stacey Dahl, City Clerk

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**Minutes of November 5, 2019  
Mayor and Board of Aldermen**

There came on for discussion derelict properties, whereupon Alderman Lishen made motion seconded by Alderman Griffin and unanimously carried to schedule a public hearing, Tuesday, December 3, 2019, at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not certain properties situated in the City of Long Beach are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; said properties are as follows:

- 8 Linda Lane; assessed to Becky Elliott
- 105 N Ida Lane; assessed to Mavis Floyd L/E
- 0 (703) Old Savannah Dr; assessed to Robert Genin Jr.
- 0 LaRosa Rd; assessed to Patrick Huey

\*\*\*\*\*

The Mayor recognized Mr. Joe Culpepper Director of Public Works to discuss the need to replace a vehicle that was totaled in an accident recently. After discussion, Alderman Frazer made motion seconded by Alderman McCaffrey and carried unanimously to authorize the replacement of the vehicle at an approximate cost of \$24,700, to include a reimbursement from insurance of approximately \$9,800.

\* \* \*

Mr. Culpepper then apprised the Board of caution light that was not operating at the intersection of Cleveland Ave. and Railroad Street. After further discussion, Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to authorize the upgrade of the caution lights to LED for approximately \$4,400.00

\* \* \*

Mr. Culpepper's last issue was the well at Daugherty Road had gone down. He informed the Board that he had funds within the Water Projects budget to make the repairs. Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to authorize the repair at an approximate cost of \$22,000.00

\*\*\*\*\*

At the request of City Attorney Jim Simpson, Alderman Frazer made motion seconded by Alderman Robertson and unanimously carried to declare an Executive Session for the transaction of public business, to wit: To discuss with and seek legal advice and counsel of the City Attorney regarding potential litigation.

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Mayor and Board of Aldermen**

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

\* \* \*

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

\*\*\*\*\*

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

\*\*\*\*\*

APPROVED:

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

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

\_\_\_\_\_  
Alderman Bernie Parker, Ward 2

\_\_\_\_\_  
Alderman Kelly Griffin, 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