

**Minutes of May 7, 2019
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF MAY 7, 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.

- I. CALL TO ORDER**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. ROLL CALL AND ESTABLISH QUORUM**
- IV. PUBLIC HEARING**
 - 1. 114 Beachview Cr.; Assessed to Thomas & Laurie Marino
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
 - 1. Proclamation - Mental Health Awareness Month
 - 2. Naval Construction Battalion Center Military Influence Overlay District
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VII. APPROVE MINUTES:**
 - 1. **MAYOR AND BOARD OF ALDERMEN**
 - a. April 16, 2019 - Regular
 - b. April 16, 2019 - Executive Session
 - 2. **PLANNING & DEVELOPMENT COMMISSION**
 - a. April 25, 2019 - Regular
 - 3. **Port Commission**
 - a. April 18, 2019- Cancelled
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. 050719
- IX. UNFINISHED BUSINESS**
- X. NEW BUSINESS**
 - 1. Resolution - Request Harrison County Assistance at FETCH Dog Park
 - 2. Request to use Rec Center - Christian Motorcyclist Association
 - 3. Request to waive fees at Rec Center - Naval Construction Battalion Center
 - 4. Request to waive fees at Senior Center - Cindy Stephens
 - 5. Special Event Application - LBHS Cheerleaders; Colorful Pom Run
 - 6. Request to waive fees at Town Green - Gulf Coast Church
 - 7. Request to waive fees at Town Green - Girl Scouts of Long Beach
 - 8. Contract Renewal - SMPDD
 - 9. Memorandum of Understanding - Cruisin The Coast
 - 10. Update/Question - Ordinance 606, Section 126 - Alderman Frazer
- XI. DEPARTMENTAL BUSINESS**
 - 1. **MAYOR'S OFFICE**
 - 2. **PERSONNEL**
 - a. Police Department - Step Increase (7); Reassignment (1); Promotion (1)
 - b. Fire Department - Step Increase (3); Resignation (1)
 - c. Municipal Court - Step Increase (1); Education Pay (1)
 - d. Library - Step Increase (1)
 - 3. **CITY CLERK**
 - a. Budget Amendments FY 19; Streets & Drainage; Water/Sewer; Recreation
 - 4. **FIRE DEPARTMENT**
 - 5. **POLICE DEPARTMENT**
 - 6. **ENGINEERING**
 - a. Advertising Schedule - Hurricane Nate; Dredging & Debris Removal
 - b. Advertising Schedule - Hurricane Nate; Pier Repairs
 - c. Dynsmore Subdivision
 - 7. **PUBLIC WORKS**
 - 8. **RECREATION**
 - 9. **DERELICT PROPERTIES**
- XII. REPORT FROM CITY ATTORNEY**
 - 1. Vacate Plat Request - Seaside Condominium
 - 2. Partial Vacate Request - Oak Street
- XIII. ADJOURN (OR) RECESS**

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Be it remembered that a public hearing before the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held, at 5:00 o'clock p.m., Tuesday, the 7th day of May, 2019, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed by order of the Mayor and Board of Aldermen for holding said public hearing.

There were present and in attendance on said board and at the meeting the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Ronald Robertson, Bernie Parker, Timothy McCaffrey, Jr., Patricia Bennett, Deputy City Clerk Kini Gonsoulin, and City Attorney James C. Simpson, Jr.

Absent the public hearing were Aldermen Mark E. Lishen and Kelly Griffin.

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

The public hearing was called to order to determine whether or not a parcel of property situated in the City of Long Beach, located at 114 Beachview Circle and assessed to Thomas C & Lauri J Marino, Map Parcel #0612E-03-069.000, is in such a state of uncleanness as to constitute a menace to the public health and safety of the community.

The Mayor recognized the Deputy City Clerk for her report, whereupon Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to make said report a part of the record of this public hearing, as follows:

- The Clerk reported that, the Mayor and Board of Aldermen at a regular meeting duly held on March 19, 2019, she did cause to be sent, via certified mail, electronic receipt requested, Notice of Hearing, to Thomas & Laurie J Marino, 14611 154th Street East, Ortig WA, as the same appears of record on the Harrison County 2018 Official Real Property Tax Rolls. The Notice of Hearing was delivered on 3/23/19.

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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.

March 20, 2019

MAILED

Date: 3/20/19

Thomas C & Laurie J Marino
14611 154th Street East
Ortig, WA 98360

91 7199 9991 7036 0717 8614

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of The City of Long Beach, Mississippi, will, in accordance with motion duly made, seconded and adopted at its regular meeting March 19, 2019, hold a public hearing at 5:00 p.m., **Tuesday, April 16, 2019**, at the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, to determine whether or not a parcel of land owned by and/or assessed to Thomas C & Laurie J Marino, and situated in the City of Long Beach, Mississippi, at 114 Beachview Circle, is in such a state of uncleanness as to be a menace to the public health and safety of the community, all in accordance with Section 21-19-11 of the Mississippi Code of 1972, as amended. Said property is more particularly described, as follows:

Address: 114 Beachview Circle, Long Beach MS 39560
Parcel Number: 0612E-03-069.000
Legal Description: LOT 10 BEACH VIEW SUBD

If at such hearing, the governing authority shall, in its resolution, adjudicate such parcel of land in its then condition to be a menace to the public health and safety of the community, the governing authority shall, if the owner does not do so himself, proceed to clean the land, by the use of municipal employees or by contract, by cutting weeds; filling cisterns; removing rubbish, dilapidated fences, outside toilets, dilapidated buildings and other debris; filling swimming pools; and draining cesspools and standing water therefrom. Thereafter, the governing authority shall, at its next regular meeting, by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty of One Thousand Five Hundred Dollars (\$1,500.00) or fifty (50%) of such actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, or, at the option of the governing authority, an assessment against the property. The cost assessed against the property means the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done. The action herein authorized shall not be undertaken against any one (1) parcel of land more than six (6) times in any one (1) calendar year, and the

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

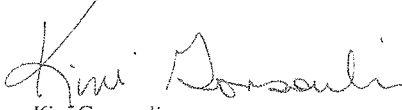
Minutes of May 7, 2019 Mayor and Board of Aldermen

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expense of cleaning of said property shall not exceed an aggregate amount of Twenty Thousand Dollars (\$20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is less. If it is determined by the governing authority that it is necessary to clean the property or land more than once within a calendar year, then the municipality may clean it provided notice to the property owner is given by United States mail to the last known address at least ten (10) days before cleaning the property. The governing authority may assess the same penalty for each time the property or land is cleaned as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. In the event the governing authority declares, by resolution, that the cost and any penalty shall be collected as a civil debt, the governing authority may authorize the institution of a suit on open account against the owner of the property in court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. In the event that the governing authority does not declare that the cost and any penalty shall be collected as a civil debt, then the assessment above provided for shall be a lien against the property and may be enrolled in the office of the circuit clerk of the county as other judgments are enrolled, and the tax collector of the municipality shall, upon order of the board of governing authorities, proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes as provided by *Section 21-19-11 Mississippi Code, Annotated.*

All decisions rendered under the provisions of this section may be appealed in the same manner as other appeals from municipal boards or courts are taken.

Done by order of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, this the 20th day of March, 2019.


Kini Gonsoulin
Deputy City Clerk

5/3/2019

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- The Clerk further reported that the Notice of Hearing was posted on the subject property, 114 Beachview Circle, Long Beach, Mississippi, on March 20, 2019, by Zoning Enforcement Officer Dale Stogner; the bulletin boards at City Hall, the Water Department, and the Building Office, 201 Jeff Davis Avenue, Long Beach, Mississippi; and the Long Beach Public Library, 209 Jeff Davis Avenue, Long Beach, Mississippi.
- The Original Public Hearing was scheduled on April 16, 2019, but was rescheduled upon the request of Mr. Marino to May 3, 2019
- The Clerk submitted a photograph of 114 Beachview Circle, Long Beach, Mississippi taken by Zoning Enforcement Officer Dale Stogner on April 19, 2019, depicting subject property in its present condition; said photograph is as follows:

114 Beachview Cir.

4119119



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AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

BEFORE ME, the under signed legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared DALE STOGNER, known to me to be the Zoning Enforcement Officer of the City of Long Beach, Mississippi, who being by me first duly sworn, deposes and says on oath as follows, to-wit:

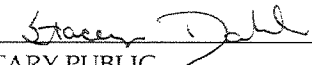
1. That he is serving in the capacity of Zoning Enforcement Officer of the City of Long Beach, Mississippi;
2. That in such capacity, he is responsible for the posting of notices of public hearings for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; he is responsible for the taking of photographs of those certain properties to determine the state of the properties in their then condition on the date of such public hearings; and other matters pertaining to such public hearings and the business of the zoning/code enforcement in and for the City of Long Beach;
3. That on March 20, 2019, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 114 Beachview Circle (Tax Map Parcel 0612E-03-069.000). Long Beach, Mississippi, assessed to Thomas C & Lauri J Marino, and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on April 19, 2019, the Zoning Enforcement Officer, Dale Stogner, did take and cause to be processed photographs depicting said property in its then condition, to be submitted as exhibits at the public hearing scheduled for May 7, 2019.

This the 7th day of May 2019.


KINI GONSOULIN, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 7th day of May 2019.

-My Commission Expires-


NOTARY PUBLIC



The Mayor opened the floor for comments from the property owner or their representative and no one came forward to be heard.

*

*

There being no further discussion, Alderman Frazer made motion seconded by Alderman Robertson and unanimously carried to close the public hearing and take official action as follows:

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Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to declare subject property in compliance.

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 May 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.

Absent the meeting were Aldermen Mark E. Lishen and Kelly Griffin.

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

The Mayor proclaimed May 2019 as Mental Health Month.

Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to approve the Naval Construction Battalion Center Military Influence Overlay District, as submitted; on file in the office of the City Clerk.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the Regular and Executive Session minutes of the Mayor and Board of Aldermen dated April 16, 2019, as submitted.

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated April 25, 2019, as submitted.

The Mayor and Board of Aldermen acknowledged the minutes of the cancelled meeting of the Port Commission dated April 18, 2019, as submitted.

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Alderman Robertson made motion seconded by Alderman Frazer and unanimously carried to approve payment of invoices listed in Docket of Claims number 050719.

Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to direct City Attorney Jim Simpson to draft a resolution requesting Harrison County's assistance for FETCH Dog Park.

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following request from the Christian Motorcyclist Association to use the Recreation Center:

April 25, 2019

Good Morning Mayor George Bass,

Thank you for allowing CMA (Christian Motorcyclist Association) the opportunity to have our MS State Rally in Long Beach, MS in September. We are very excited about all the opportunities that this week end will bring for the Town of Long Beach and for each of our members that will be coming from all parts of Mississippi. While discussing the plans for this upcoming weekend we realized we would need a place for the CMA Youth to sleep. We never know how many youth will come, but I did talk to the Youth Leader and he believes there would be no more than 20 that would attend, of course, this number may be different the weekend of the rally. If more youth did come what a blessing that would be, our youth hearing about and being involved with a Rally that talks about JESUS, there is no better place they would need to be. With this being said, is there a possibility that the youth could spend Friday and Saturday night in the Recreation Center? It is my understanding that there will be 4 adults to chaperone the youth during this time. I went over and toured the facility the other day and talked with Bob Paul about this possibility and his suggestion was to write a letter to you to get this approved.

Thank you for considering this request.

Have a beautiful day. For this is the day the Lord has made, let us rejoice and be glad in it.

Thank you.



David and Gail Thomas

CMA South Central MS Area Reps

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Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to approve the following request from the Naval Construction Battalion Center to waive fees for the Recreation Center:

March 12, 2019

Kevin Benjamin
Team Building Association
Naval Facilities Engineering Command,
Engineering and Expeditionary Warfare Center, Equipment Division Two
2404 Bussell Ave bldg. 400
Gulfport, MS 39501

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

Dear Mayor Bass and Board of Aldermen Members,
I am Kevin Benjamin, a Department of Defense employee stationed at Naval Construction Battalion Center in Gulfport, MS and a member of our Team Building Association within the command.

Our goal is to help the morale and welfare of all employees that work within our command. We do not receive any donations from any outside agency and our only source of funding is through our fundraising events. This year we would like to use the City of Long Beach's Community Center for our Spring Team Building Event and are requesting either an in-kind donation or a reduced rate. Your consideration would be greatly appreciated and recognized by our employees. Should you have any questions, please contact me directly at 228-871-2639 / 228-234-2069. Thank you for your time and I look forward to your reply in this matter.

Sincerely,


Kevin Benjamin

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Alderman Robertson made motion seconded by Alderman Frazer and unanimously carried to deny the following request from Cindy Stephens to waive fees for the Senior Center:

City of Long Beach
Mayor Bass and Board of Alderman
201 Jeff Davis Avenue
Long Beach MS 39560

To Whom It May Concern:

I would like to address the Mayor of Long Beach and the Board of Alderman concerning the 90th Surprise Birthday Party for my Mother, Virginia Lee McCaughan Lacy. We would like to be able to have a surprise birthday party for her on Saturday, December 28th from 5pm till 8pm at the Senior Citizens Center located at 20257 Daugherty Road Long Beach, MS 39560. My Mother was born and raised in Long Beach, MS and her Grandfather was Harper McCaughan whom donated an enormous amount of land to Long Beach, MS.

We would like to ask the Mayor and Board of Alderman if they would waive the rental fee for the building for that particular date and time frame. I have spoken to Mr. Paul concerning the reservation and he suggested I send a letter.

Thank you so much for your time and continued support of our family over the years.

Sincerely,


Cindy (Lacy) Stephens
3113 Live Oak Street
Navarre FL 32566
Email: cynthiastephens1200@yahoo.com
PH: (850)449-4198

Alderman Robertson did express his gratitude for the McCaughan family's contributions to the City through the years.

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Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve and waive all applicable fees for the following Special Event Application submitted by the Long Beach High School Cheerleaders for their Colorful Pom Run:

Brandy Zink

Long Beach High School
Long Beach, MS 39560
(228) 863-6945
brandy.zink@lbsdk12.com

15 April 2019

Long Beach Board of Aldermen

Long Beach City Council
201 Jeff Davis Ave.
Long Beach, MS 39560

To whom it may concern,

The Long Beach High School Cheerleaders have requested permission to host a 5k/1 mile fun run as a fundraiser. The run will take place on Saturday, May 11, 2019. We will begin at the Town Green. The cheerleader booster club is a registered non-profit. In order to maximize our fundraising totals, We are hoping to use the Town Green and have the rental fee waived.

We will be raising funds for the upcoming 2019 football season and hope to make as much money as possible. We do not receive funds from the football concession stand or any gate fees. We must rely solely on donations and funds raised.

Please accept our request to use the Town Green at no cost.

Warm regards,

Brandy Zink

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May 11, 2019
Saturday
Colorful Pom Run
8:00am - 9:30am
Town Green

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

Date Received By Clerk's Office: 4/28/19 Time: 12:25 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 Cheer Booster Club

Organization Address: 300 E. Old Pass Rd Long Beach, MS

Organization Agent: Brandy Zink Title: Cheer Coach

Phone: 663 6945 Work Home 669 5149 During event 669 5149

Agent's Address: _____

Agent's E-Mail Address: brandy.zink@lbsd.k12.ms.com

Event Name: 4th Annual LBHS Cheer Colorful Pom Run

Please give a brief description of the proposed special event: 5k or 1 mi Run with colored powder @ 1/2 way and finish line.

Event Day(s) & Date(s): 5/11/19 Event Time(s): 8:00 - 9:30 AM

Set-Up Date & Time: 6:30 5/11/19 Tear-Down Date & Time: 9:30 5/11/19

Event Location: begin @ Town Green Medal Ceremony @ Town Green

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

How many years has this event occurred? 3

ADOPTED: 11.15.11-BOARD ACTION

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

usually not closed - just signs posted

STREET CLOSURES: Start Date/ Time: 10:00 AM through Date/ Time 9:30 AM

5/11/19

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? 700 people

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

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

REST ROOMS: Are you planning to provide portable rest rooms at the event? YES NO

If yes, how many? _____

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

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

police assistance as in years past -> signs

ADOPTED: 11.15.11-BOARD ACTION

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

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.

4/15/19
Date

Brandi Link
Signature of Sponsoring Organization's Agent

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

ADOPTED: 11.15.11-BOARD ACTION

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5/11/19

Event Title: L.A.H.S. Cheerleaders 5k Fun Run

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

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

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

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

Have businesses been notified for street closures?: YES NO

Reason for disapproval _____

Any special requirements/conditions _____

Insurance / Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

Approval/ Denial Mailed: _____

ADOPTED: 11.15.11-BOARD ACTION

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CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

Bob Paul
228-669-7601

TOWN GREEN

Group / Individual Name (Permit tee):

Long Beach High School Cheerleaders

Telephone Number: *228-863-6945* *228-669-5149*

Street Address: *300 E. Old Pass Rd* Home Work Cell

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

Type of Event: *5K and 1 Mi Run*

Start Time: *6:30 A.M. set up*

Closing Time: *9:30 A.M. clean up*

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

(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 shop-fly.

Signature *Brandis Link* Date: *4/15/19*

Rental Fee \$ _____ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

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STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I Long Beach High School Cheer Blinds 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.

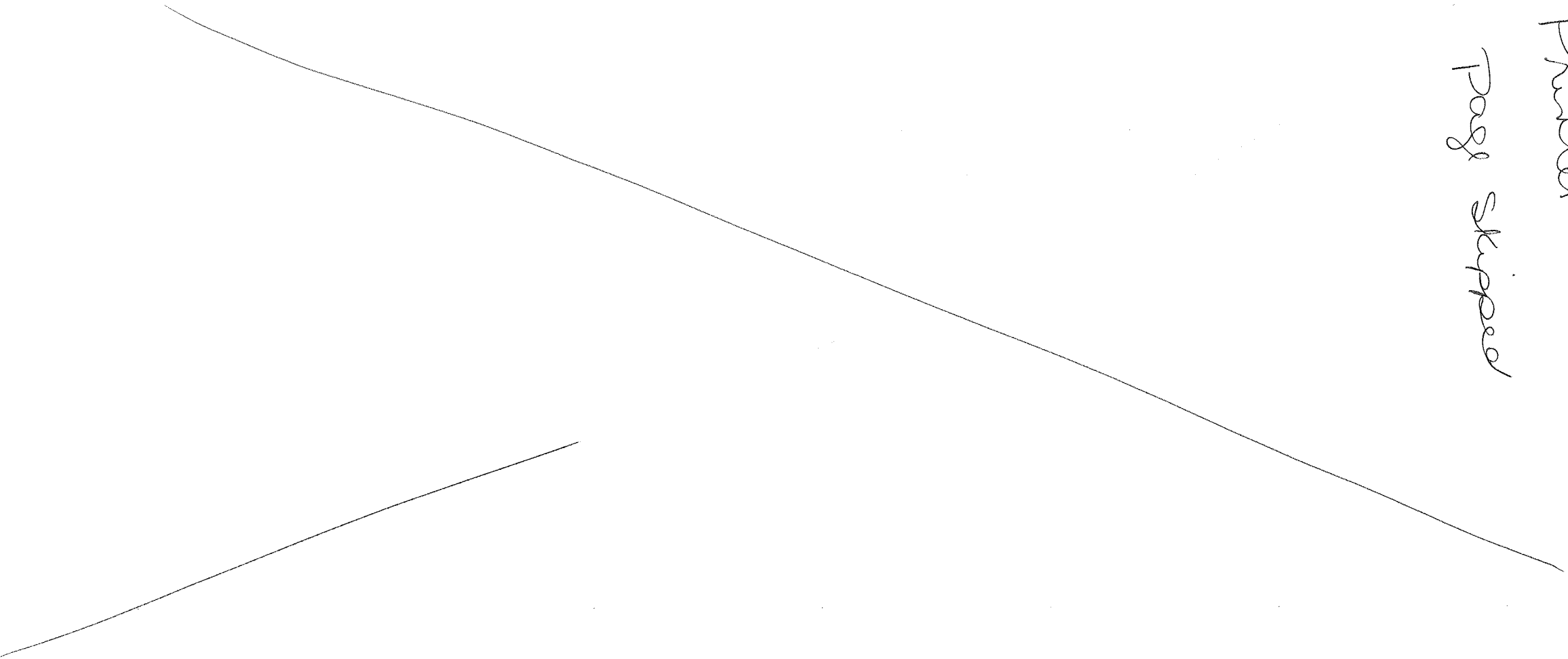
This, the 14th day of April, 2019.

Authorized Signature Blandis Ink

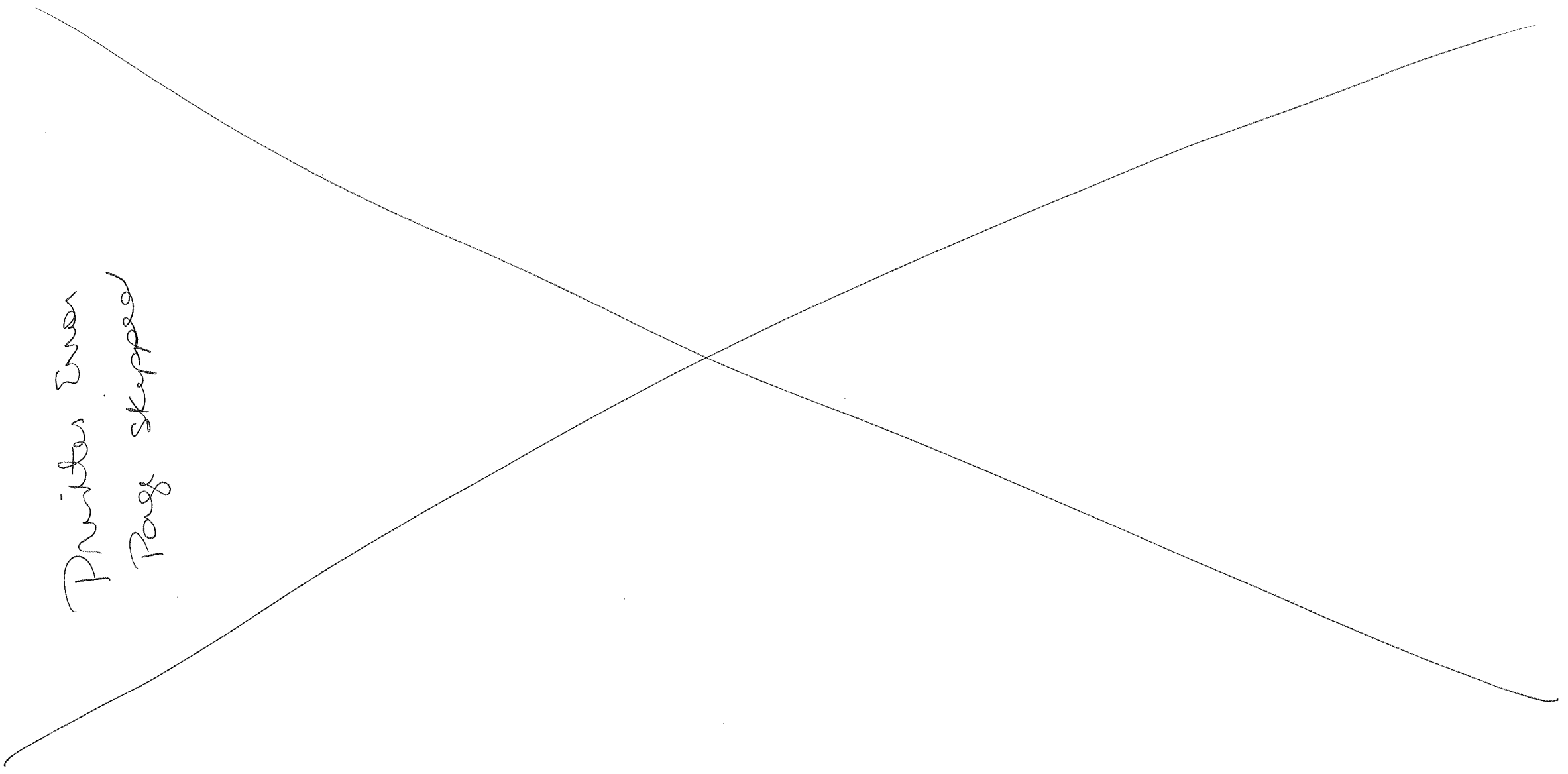
Witness [Signature]

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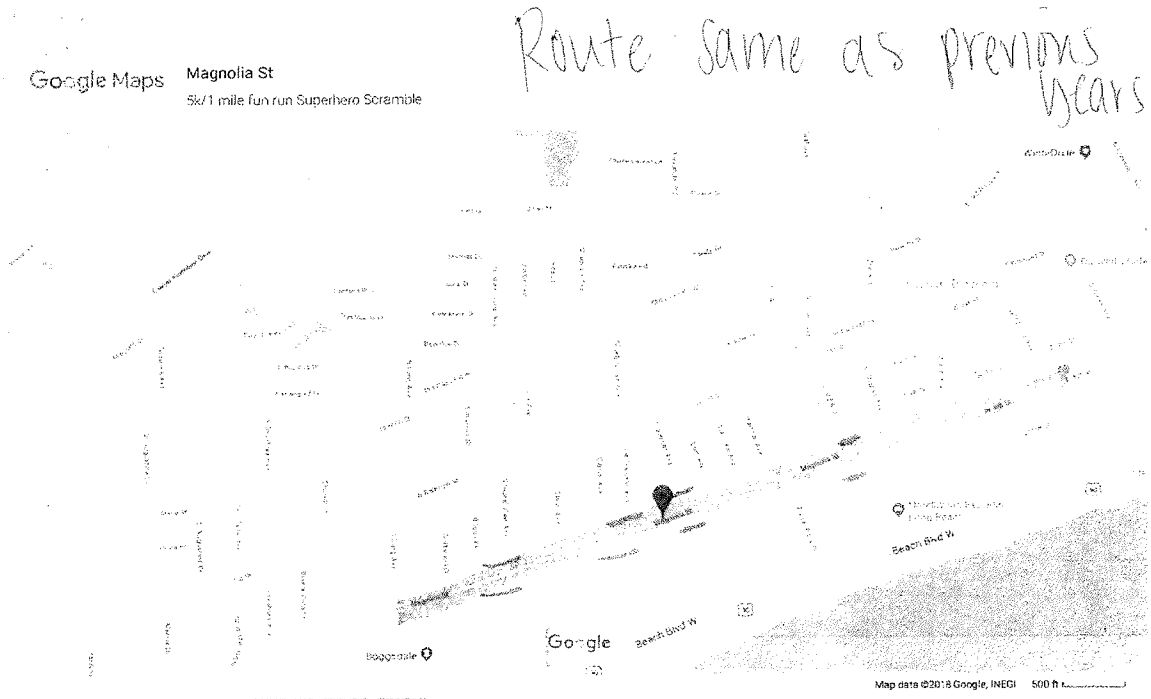
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Minutes of May 7, 2019 Mayor and Board of Aldermen



Magnolia St
Long Beach, MS 39560

Magnolia would be closed.
Cross streets could be monitored to
allow cars to pass, when safe.



Minutes of May 7, 2019
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/29/2019

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

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

PRODUCER: BXS Insurance, 2909 13th Street, 4th Floor, Gulfport MS 39501
CONTACT NAME: Cindy Teague
PHONE: (V.C. No. Ext: 228-863-5362
FAX: (A.C. No: 228-863-1957
E-MAIL: cindy.teague@bxsl.com
ADDRESS: cindy.teague@bxsl.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Argonaut Great Central Insurance Company NAIC#: 19860

COVERAGES CERTIFICATE NUMBER: 1697884610 REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: LBHS Cheerleaders 4th Annual Color Run on May 11, 2019 at Long Beach Town Green, Long Beach, MS 39560

CERTIFICATE HOLDER: City of Long Beach, P. O. Box 829, Long Beach MS 39560
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

Minutes of May 7, 2019
Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Robertson and unanimously carried to approve the following request to waive fees at the Town Green from the Gulf Coast Church:



May 2, 2019

To Whom it May Concern:

We are hoping to use the Town Green on Sunday, May 26th for a morning church service and would like to request that the fees be waived for this event.

Thank you so much for your consideration.

PO Box 624 Long Beach, MS 39560 · phone 228.868.9500 · fax 228.864-8023 · email info@gulfcoast.church

Minutes of May 7, 2019 Mayor and Board of Aldermen

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

Bob Paul
228-669-7601

TOWN GREEN

Group / Individual Name (Permit tee):

Golf Coast Church - Peter Hegstrom (Worship Director)

Telephone Number: *228 868-9500*

Street Address: *14381 28th Street*

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

Type of Event: *Worship Service*

Start Time: *2:00 AM*

Closing Time: *12:00 PM*

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

May 26, 2019
(Date) *Sunday - Stage 3 Bleachers*

The person(s) requesting this permit

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

Signature *[Signature]*

Date: *05/02/2019*

Rental Fee \$ *150.00* Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

Clean-up Fee \$ *200.00* Receipt # _____ Date _____

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of May 7, 2019
Mayor and Board of Aldermen

STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I _____, 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 _____ day of _____, 20_____.

X Authorized Signature *[Signature]*
X Witness *Diane Rainey*

Minutes of May 7, 2019
Mayor and Board of Aldermen

LONG BEACH TOWN GREEN RULES AND REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

 PH _____

~ 3 ~

Minutes of May 7, 2019
Mayor and Board of Aldermen

FEES:

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

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

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

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

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

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

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

 PH

Minutes of May 7, 2019 Mayor and Board of Aldermen

Alderman Robertson made motion seconded by Alderman Frazer and unanimously carried to approve the following request to waive fees at the Town Green from Girl Scouts of Long Beach/Pass Christian Unit 610:

April 25, 2019

Girl Scouts of Long Beach/Pass Christian Service Unit 610
702 E Old Pass Rd
Long Beach, MS 39560

City of Long Beach
201 Jeff Davis Ave
Long Beach, MS 39560

Dear Mr. Mayor and Board of Aldermen:

The Girl Scouts of Long Beach/Pass Christian Service Unit 610 are requesting the rental and clean up fees for the use of the Harper McCaughan Town Green be waived on Sunday June 2, 2019. The Girl Scouts will be holding their annual Bridging Ceremony honoring each girl's time in Girl Scouts for this past year. Those girls who are moving up to the next level of Girl Scouts will be recognized along with girls who have received the Bronze, Silver, and Gold Awards; the highest awards in Girl Scouts. These girls have done many community service projects throughout the year for the city and this is the time for them to be honored by their leaders for these accomplishments. We appreciate the support from the City of Long Beach that has helped these girls grow into strong, confident leaders.

We would also like to invite the Mayor and Board of Aldermen to our ceremony. It will be held on June 2, 2019 from 2p-4p. If any further information is needed please contact Jennifer Larson, Service Unit Manager at 228-547-3331.

Thank you on behalf of the Girl Scouts of Long Beach/Pass Christian


Jennifer Larson

Minutes of May 7, 2019
Mayor and Board of Aldermen

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

Group / Individual Name (Permit tee):
Girl Scouts of Long Beach/Pass Christian Service Unit 1010 - Jennifer Larson contact
Telephone Number: 228 547 3331
Street Address: 708 E Old Pass Rd Home Work Cell
City Long Beach State MS Zip 39560
Type of Event: Girl Scout Building
Start Time: 1:00 pm.
Closing Time: 5:00 pm.

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on
Sunday June 2, 2019
(Date)

The person(s) requesting this permit

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

Signature *Jennifer Larson* Date: 4/25/19

Rental Fee \$ 150.⁰⁰ Receipt # _____ Date _____
Deposit Fee \$ _____ Receipt # _____ Date _____
Clean-up Fee \$ 200.⁰⁰ Receipt # _____ Date _____

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

~ 1 ~

Minutes of May 7, 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 3rd Street, I Jennifer Larson, 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 25 day of April, 2019.

X Authorized Signature Jennifer Larson

X Witness [Signature]

Minutes of May 7, 2019 Mayor and Board of Aldermen

LONG BEACH TOWN GREEN RULES AND REGULATIONS

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

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

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

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

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

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

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



~ 3 ~

Minutes of May 7, 2019 Mayor and Board of Aldermen

FEES:

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

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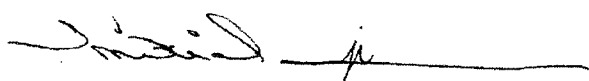
Clean-up Fee - \$200.00 for events - **\$300.00 for festivals**, this fee is refundable. You are responsible for cleaning up after your event/festivals, if you fail to do so your cleanup fee will not be refunded to you. The property will be inspected at the end of your event/festival.

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

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



Minutes of May 7, 2019 Mayor and Board of Aldermen

Alderman Frazer made motion seconded by Alderman Robertson and unanimously carried to approve the following contract with Southern Mississippi Planning & Development District (SMPDD), and authorize Mayor to execute same:

City of Long Beach RENEWAL: Contract for Professional Services for FY 2019

SCOPE OF WORK

Planning and Economic Development Support

- Attend City Council meetings or department meetings for reporting purposes and as requested.
- Assist in meetings related to the City's Downtown Development of Jeff Davis Avenue.
- Liaison with state and federal partners on economic development efforts as requested. This may include travel by City officials for educational purposes related to economic development priorities.

Federal and State Financial Assistance – Grant Procurement and Administration

- Research grant opportunities as directed by the City.
- Prepare grant applications and submit to funding sources as directed by the City.
- Provide administrative services as prescribed by individual funding sources, from award acceptance through close-out. This may include preparing financial reports, contractor monitoring, etc. In the event administrative costs are allowable under a grant award, the City will only be responsible for costs that exceed what the grant covers.

STANDARD TERMS & CONDITIONS

SECTION 1. Term. SMPDD will undertake and complete performance of the services referred to in the Scope of Work commencing at Contract execution and terminating in twelve months unless renewed.

SECTION 2. Termination for Convenience by SMPDD. SMPDD may terminate this Contract at any time by giving thirty (30) days written notice to the Client of said termination. If terminated pursuant to this Section 2 prior to close-out, SMPDD shall be limited to compensation amounting to actual expenses incurred in performance of this Contract.

SECTION 3. Termination for Convenience by the Client. The Client may terminate this Contract at any time by giving written notice to SMPDD of said termination. If terminated pursuant to this Section 3 prior to close-out, SMPDD shall be limited to compensation amounting to actual expenses incurred in performance of this Contract.

SECTION 4. Interest of Members of the Client. No officer, member or employee of the Client who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested.

SECTION 5. Compensation. The Client will enter into a one-year contract (renewable) with SMPDD. SMPDD will provide these services on a time and materials basis using a fee of \$75.00 plus reimbursable costs incurred. The level of effort and completion schedule of each item of work will be as mutually agreed. SMPDD estimates the initial costs for this project to be on the order of \$20,000.00. SMPDD will not exceed the initial fee amount without prior written approval. Invoices will be submitted monthly for charges incurred. Expenses under this contract may also include travel by City officials for educational and advocacy purposes related to the City's economic development priorities.

Minutes of May 7, 2019 Mayor and Board of Aldermen

Any application/administrative costs included/allowed in a grant budget will be paid to SMPDD outside of this contract. Any grant that does not allow for application/administrative costs will be administered by SMPDD under the scope of work and fee of this contract.

SECTION 6. Client Cooperation. The Client hereby agrees that its officials, employees and contractors shall cooperate with SMPDD in the discharge of its responsibilities under this contract and shall be available for consultation at such times as may be mutually agreeable to both parties. The Client shall make available to SMPDD, or its designated agents, all data, records, reports, maps or other information as are existing, available and necessary for performance of this Contract.

SECTION 7. Records. All documents produced for this contract will be property of the Client.

SECTION 8. Point of Contact. The authorized point of contact for each party shall be:

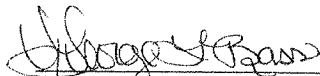
City of Long Beach: Mayor George Bass
Southern Mississippi Planning & Development District: Allison Beasley and Lindsay Ward

SECTION 8. Entire Agreement. This Contract constitutes the entire agreement of the parties and shall not be conditioned, modified or supplemented except by a subsequent written agreement signed by and delivered by all parties. If any provision of this Contract is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Contract will not be affected, and in lieu of each provision which is found to be illegal, invalid or unenforceable, there will be added as a part of this Contract a provision as may be possible and legal, valid and enforceable.

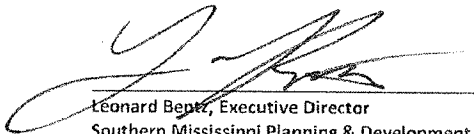
SECTION 9. Governing Authority. This Contract and any amendments thereto shall be construed and interpreted pursuant to Mississippi law.

SECTION 10. Effective Date. The Effective Date for this Contract shall be at time of execution.

Accepted this the 7th day of May, 2019.



George Bass, Mayor
City of Long Beach, MS



Leonard Benez, Executive Director
Southern Mississippi Planning & Development
District

**Minutes of May 7, 2019
Mayor and Board of Aldermen**

Alderman Robertson made motion seconded by Alderman Frazer and unanimously carried to approve the following Memorandum of Understanding with Cruisin the Coast, and authorize Mayor to execute same:



April 30, 2019

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

Dear Stacey:

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

Cruisin' The Coast® is grateful for the City of Long Beach's past support of the event. We hope that the City views its ongoing participation in Cruisin' The Coast® as an arm of economic development.

This letter is to request that the City of Long Beach keep its 2019 investment at the current \$8,500 funding level.

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

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

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

Sincerely,

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

P.O. Box 424 • Biloxi, MS 39533
Local: (228) 385-3847 • Fax: (228) 385-3842 • Toll Free: 1-888-808-1188
www.cruisinthecoast.com

Minutes of May 7, 2019 Mayor and Board of Aldermen

Memorandum of Understanding

This Memorandum of Understanding is by and between *Cruisin' the Coast, Inc.* [hereinafter "CTC"] and the following business or entity: City of Long Beach, MS, and applies to the "Cruisin the Coast" event of Monday, Oct. 7, 2019. The "event" consists of multiple forms and types of entertainment from simply viewing vintage automobiles to the staging of activities including but not limited to demonstration of the functional capabilities of the vehicles of the attendees [hereinafter simply the "event"]. In contemplation of the nature of the event, including its date and time, the parties do accept the commitments and assurances of the other as follows:

1. Sponsor agrees that CTC and its authorized personnel, vendors and promoters, may utilize the premises permitted, licensed and assigned to it for the purpose of hosting the event to take place at various venues on the Mississippi Gulf Coast and contiguous counties and venues on Monday, Oct. 7, 2019.
2. Sponsor will allow CTC reasonable access to the site or premises during and prior to event hours for the purposes of hosting and sponsoring the event as well as preparing for related activities.
3. Sponsor agrees that CTC may use the site, assigned area or premises provided, and Sponsor will not permit or allow anyone not otherwise associated with CTC, its agents, vendors and/or sub-contractors to access the site or premises for any reason unrelated to Cruisin' the Coast.
4. Sponsor grants an irrevocable license to CTC to use the site, area or premises for activities associated with the event and CTC will not use the site, area or premises in a dangerous manner or in any manner inconsistent with the purposes of the event.
5. To the extent required by law or ordinance, CTC agrees that it will obtain any and all permits or licenses necessary to hold the event. Sponsor agrees to reasonably cooperate with CTC in securing any necessary permits or licenses to host the event.
6. Sponsor has full authority to permit CTC to use the premises during the dates and times of the event.
7. With the permission of the Sponsor, CTC may reasonably restrict access to any area assigned to it by the Sponsor consistent with the existing ongoing commercial activity that may be present at the site.
8. CTC agrees that it will use the site or premises in a reasonable method and manner and will commit no waste or damage to the premises.
9. Sponsor agrees to allow CTC reasonable access to the site, area or premises by agents, vendors and sub-contractors of CTC during non event hours for the purposes of event preparation and staging.
10. CTC retains the exclusive right to permit and contract with any individual at the site or premises for the purposes of event promotions, activities, or performances. Sponsor agrees to reasonably cooperate with CTC with the planned activities and access to the site or premises.
11. At the conclusion of the event, CTC agrees that it will return the site or premises in substantially the same state or condition when it was provided to CTC.
12. No activity will be undertaken on the site or premises or otherwise allowed which is a violation of state or federal law.
13. No lewd or lascivious activity will be engaged in by CTC, or it's agents, servants, employees, vendors or sub-contractors or by Sponsor on the site or premises during hours of the event.
14. Time is of the essence of this agreement.
15. This agreement may be amended but only upon a writing and signed by the parties.
16. This agreement and undertakings set forth herein, are not to be construed in any way that either party is the agent of the other, and neither party has the ability and capacity to bind the other to any agreement or undertaking. Both parties acknowledge that each is an independent contractor and there is no vicarious relationship whatsoever.
17. CTC retains the exclusive right to the CTC logo, to include any likeness or images associated with the event and Sponsor may use the logo, likeness or images of CTC only as permitted or authorized, in writing, by CTC. CTC agrees not to use the logo, likeness or images associated with Sponsor except with it's express permission or as permitted by Sponsor in the CTC advertising, brochures or programming.

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- 18. Termination of Agreement: A. This agreement may be terminated for any reason more than 90 days prior to the event without recourse against either party; B. If termination is sought by either party upon or within 90 days of the event, it shall only be for breach of this agreement or otherwise for "good cause."
19. This agreement shall expire at midnight on the last full day of the event as scheduled.
20. This agreement does not automatically renew and shall not be renewed except by separate or similar agreement signed by all parties.
21. The agreement herein constitutes the entire agreement of the parties and no other agreements, not specifically incorporated herein, are valid except that they may constitute an amendment to this agreement subject to the provisions of Paragraph 19.

Cruisin' the Coast, Inc.

City of Long Beach, MS

By: [Signature]
SHERWOOD R. BAILEY, JR.

By: [Signature]
[name]

Date: 4/30/19

Date: 5/8/19

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

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

- 1. The event premises shall include the following areas:

Long Beach High School and Long Beach Harbor areas

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

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

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

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

CRUISIN' THE COAST, INC.

CITY OF LONG BEACH, MS

By: [Signature]
Sherwood R. Bailey, Jr.

By: [Signature]
George L. Bass, Mayor

Date: 4/30/19

Date: 5/8/19

It was the consensus of the Board to direct Attorney Simpson to request the Financial Statements of Cruisin the Coast.

Alderman Frazer apprised the Board of a typo found in Ordinance 606 Section 126, whereupon it was the consensus of the Board for Alderman Frazer and Attorney Simpson to collaborate on its correction and present a corrected ordinance.

**Minutes of May 7, 2019
Mayor and Board of Aldermen**

The Mayor apprised the Board of antiquated software issues in both the Building Office and Municipal Court. Building Official Mike Gundlach and Court Clerk Emma Ward elaborated on these issues and provided rough estimates of replacement costs. The Mayor requested that the Board keep these issues in mind when next year's budget is being drafted.

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

Police Department:

- Step Increase, Police Officer 1st Class Nathaniel Stirrat, PS-9-II, effective May 1, 2019
- Step Increase, Admin Commander Damian McRight, PSA-14-VI, effective May 1, 2019
- Step Increase, Police Officer 1st Class Christopher Cuevas, PS-9-III, effective May 1, 2019
- Step Increase, Admin Lieutenant Patrick Craig, PSA-12-XI, effective May 1, 2019
- Step Increase, Dispatcher 1st Class Nathan Clay, PS-3-VII, effective May 1, 2019
- Step Increase, Dispatcher 1st Class Paige Malchow-Worthington, PS-3-I, effective May 16, 2019
- Step Increase, Dispatcher 1st Class Cabrina Levens, PS-3-I, effective May 16, 2019
- Reassignment, Police Officer 1st Class Jason Edmonds, PS-9-II, effective May 1, 2019
- Promotion, Sergeant Jason Case, PS-11-X, effective May 16, 2019

Fire Department:

- Step Increase, Fire Fighter Recruit Cody Carroll, FS-7, effective May 1, 2019
- Step Increase, Fire Fighter Lionel Viera, FS-9-B, effective May 16, 2019
- Step Increase, Fire Fighter Phillip Price, FS-9-B, effective May 16, 2019
- Resignation, Fire Fighter Christopher Summerlin, effective April 20, 2019

Municipal Court:

- Step Increase, Deputy Court Clerk Donna Stephenson, CSA-4-VIII, effective June 1, 2019

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- Education Pay, Deputy Court Clerk Donna Stephenson, Bachelor's Degree, effective June 1, 2019

Library:

- Step Increase, Assistant Librarian Rebecca Sanzin, CSA-5-VIII

Alderman Frazer made motion seconded by Alderman Bennett and unanimously carried to approve the following budget amendments for FY 2019 for the Street & Drainage, Water/Sewer, and Recreation Departments:

City of Long Beach
Budget Amendment Request

Fund Name	General	Date	5/7/2019
Department #	311	Budget Entry #	
Department Name	Streets & Drainage		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Capital Outlay 311-630100	-	-	18,689	18,689
Auction Proceeds	-	-	(18,689)	(18,689)

Amendment to budget auction proceeds

Amendment #13

City of Long Beach
Budget Amendment Request

Fund Name	Water/Sewer	Date	5/7/2019
Department #	825	Budget Entry #	
Department Name	Sewer Operations		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Capital Outlay 825-630100	40,000	-	861	40,861
Auction Proceeds	-	-	(861)	(861)

Amendment to budget auction proceeds

Amendment #14

Minutes of May 7, 2019 Mayor and Board of Aldermen



TO: Mayor Bass and Board of Aldermen
 FROM: Joe Culpepper, Project Manager *[Signature]*
 DATE: April 25, 2019
 RE: Long Beach Auto Auction Proceeds

This is to recommend that the proceeds from the recent Long Beach Auto Auction be applied to:

311-6301-00	\$18,688.50
825-6301-00	\$ 861.00
TOTAL:	\$19,549.50

Thank you.

City of Long Beach Budget Amendment Request

Fund Name	General _____	Date	5/7/2019
Department #	435 _____	Budget Entry #	_____
Department Name	Recreation _____		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Equipment Maintenance	5,000	-	1,610	6,610
Recreation Grant Funds	-	-	(1,610)	(1,610)

Amendment to budget recreation grant funds

Amendment #15

4/22/19

To: mayor and Board of Alderman
 From: Director Long Beach Parks @ Recreation /Senior Citizen
 Subj: Transfer of funds

The Recreational Department is requesting a transfer of funds from the Grant monies received from Jackson, the funds will be for electrical repairs made to the youth Softball fields and youth Babe Ruth fields

The cost of the repairs is \$1,610.00 and has been applied to Line item 612200—435 equipment maint.

[Signature]
 Thank You
 Robert J Paul Jr

Director Long Beach Parks @ Recreation /Senior Citizens

**Minutes of May 7, 2019
Mayor and Board of Aldermen**

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve the following Advertising Schedule for Dredging & Debris Removal from Hurricane Nate:

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



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

May 2, 2019

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

**RE: Dredging & Debris Removal
Long Beach Harbor – Hurricane Nate Repairs**

Ladies and Gentlemen:

We have completed the Bid Documents for the referenced project, and are ready to advertise the project for a typical bidding process. Therefore, if it pleases the Board, we recommend the following advertising schedule:

Authorize Advertisement:	May 7, 2019
First Advertisement:	May 10, 2019
Second Advertisement:	May 17, 2019
Receive Bids:	June 11, 2019

If approved, we hope to have a Bid Tabulation and Recommendation of Award at the June 18, 2019 meeting.

Sincerely,

David Ball, P.E.

DB:1041

**Minutes of May 7, 2019
Mayor and Board of Aldermen**

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve the following Advertising Schedule for Pier Repairs from Hurricane Nate:

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



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

May 2, 2019

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

**RE: Pier Repairs
Long Beach Harbor – Hurricane Nate Repairs**

Ladies and Gentlemen:

We have nearly completed the Bid Documents for the referenced project, and are ready to request authority to advertise the project for a typical bidding process. Therefore, if it pleases the Board, we recommend the following advertising schedule:

Authorize Advertisement:	May 7, 2019
First Advertisement:	May 10, 2019
Second Advertisement:	May 17, 2019
Receive Bids:	June 11, 2019

If approved, we hope to have a Bid Tabulation and Recommendation of Award at the June 18, 2019 meeting.

Sincerely,

David Ball, P.E.

DB:1041

**Minutes of May 7, 2019
Mayor and Board of Aldermen**

Based on the following recommendation of City Engineer David Ball, Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to accept responsibility for electric service and sewage pump station for Dynsmore Subdivision:

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



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

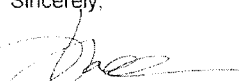
May 3, 2019

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

RE: Dynsmore Subdivision

Ladies and Gentlemen:

It has come to my attention that the account for MS Power service to street lights and the sewage pump station for this subdivision has never been transferred to the City. This subdivision was given final acceptance for maintenance by the City several years ago, and therefore the City should be willing to assume responsibility for the electrical services. Please contact me if you have any concerns with this recommendation.

Sincerely,

David Ball, P.E.

DB-539

Recreation Director Bob Paul gave an update on the Senior Citizen's programs and the Recreation Department.

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There came upon for consideration, a lawsuit filed by Robert M. Daley and Jeremiah R. Daley requesting vacation of the plat of Oasis Condominium. After discussion, and upon the recommendation of City Attorney Jim Simpson, Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to authorize Mr. Simpson to answer the request to vacate the plat of the Oasis Condominium with no objections.

There came upon for consideration, a lawsuit filed by William Jarrett Little and Ellon Eubank Little requesting the partial vacation of Oak Street. After discussion, and upon the recommendation of City Attorney Jim Simpson, Alderman Parker made motion seconded by Alderman Robertson and unanimously carried to deny the request and authorize Mr. Simpson to answer the same.

The Mayor recognized the City Attorney for his report, whereupon he discussed the following:

- Mr. Simpson apprised the Board that the amended Tidelands Lease had been completed.
- Mr. Simpson apprised the Board that the survey had been completed for the gaming site.
- Mr. Simpson apprised the Board that both Southern Light and C Spire have submitted Franchise agreements. These would be submitted for the next agenda.

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to adjourn in honor of fallen Biloxi Police Officer Robert McKeithen until the next regular meeting in due course.

**Minutes of May 7, 2019
Mayor and Board of Aldermen**

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