

**Minutes of February 4, 2014  
Mayor and Board of Aldermen**

Be it remembered that three public hearings before the Mayor and Board of Aldermen, Long Beach, Mississippi, were begun and held, at 5:00 o'clock p.m., Tuesday, the 4<sup>th</sup> day of February, 2014, in the Long Beach City Hall, 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 hearings.

There were present and in attendance on said board and at the public hearing the following named persons: Mayor William Skellie, Jr., Aldermen Leonard G. Carrubba, Sr., Gary J. Ponthieux, Bernie Parker, Kelly Griffin, Ronnie Hammons, Jr., Mark E. Lishen, Alan Young, City Clerk Rebecca E. Schruuff and City Attorney James C. Simpson, Jr.

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

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The first public hearing was called to order to consider a Zoning Text Change, Add to Article XI, Supplemental Use Regulations: Section 126: Yard Sales.

The Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on December 17, 2013, she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Mississippi, Legal Notice, Public Hearing as evidenced by the Publisher's Proof of Publication.

Alderman Carrubba made motion seconded by Alderman Lishen and unanimously carried to spread said Proof of Publication upon the record of this public hearing in words and figures, as follows:

Minutes of February 4, 2014  
Mayor and Board of Aldermen

PROOF OF PUBLICATION

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared CRISTA BRACKETT who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald a newspaper published in the city of Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 4 times in the following numbers and on the following dates of such paper, viz:

- Vol. 130 No., 81 dated 23 day of Dec, 20 13
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_
- Vol. \_\_\_\_\_ No., \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_
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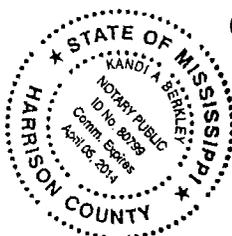
Affiant further states on oath that said newspaper has been established and published continuously in said country for a period of more than twelve months next prior to the first publication of said notice.

DEC 27 2013

Crista Brackett  
Clerk

Sworn to and subscribed before me this 23 day of Dec, A.D., 20 13

[Signature]  
Notary Public



**CITY OF LONG BEACH, MISSISSIPPI**  
**LEGAL NOTICE - PUBLIC HEARING**  
 NOTICE IS HEREBY GIVEN that, in accordance with Article XIX of the Comprehensive Long Beach Unified Land Ordinance 888 of the City of Long Beach, Mississippi (2013) as amended, the Mayor and Board of Aldermen will conduct a public hearing, Tuesday, February 4, 2014, at 5:00 o'clock p.m., City Hall Meeting Room, 201 Jeff Davis Avenue for the purpose of considering a ZONING TEXT CHANGE.

Long Beach Planning Commission has filed an application for a change in the zoning text in accordance with the Comprehensive Long Beach Unified Land Ordinance. The City proposes to make the following change to said Ordinance:

Add to Article XI Supplemental Use Regulations: Section 126: Yard Sales

As used in this Section, the term "yard sale" shall mean the sale of any new or used household articles or household goods to the public at large at any specific residential location, both indoors and outdoors, in all zoning districts.

(a) Permits Required - It shall be unlawful for any person to conduct a yard sale within the City of Long Beach without first obtaining a permit. All such permits and any such yard sale shall be subject to the following:

(1) Only one permit shall be issued per calendar quarter per residential dwelling unit at a specific numbered legal address.

(2) Yard sale permits shall be issued to the owner of record or tenant of record of the residential property or residential unit upon which such yard sale is to take place.

(3) A yard sale shall be limited to no more than three (3) consecutive days as specified on the permit and only during daylight hours.

(4) No person shall offer for sale at any yard sale any article, merchandise, or goods which have been purchased for resale or articles for which such person is acting as a selling agent.

(5) All permits shall be available for inspection by any city official during the hours of operation of yard sale.

(7) The conduct of the yard sale shall not interfere with the orderly flow of pedestrian or vehicular traffic.

(8) A sale may be conducted by a single person, multiple persons, churches, and social, civic or charitable organizations. All items to be sold must originate as the legal property of the applicant, other persons participating in the sale or members of the organizations.

(9) All sold and unsold yard sale merchandise remaining on the permitted site of any outdoor yard sale event must be removed there from immediately and properly stored at the conclusion of the sale.

(b) Application - The application for any yard sale permit shall be made at least twenty-four (24) hours in advance of such proposed yard sale and shall set forth the following information:

(1) Applicant(s) full name(s);

(2) Applicant address, along with contact information (phone, fax or email);

(3) A brief description of the household articles and household goods to be sold;

(4) Proposed dates and hours of sale;

(5) There shall be no charge for the permit;

(c) Yard Sale Cancellation/Postponement - In the event that the permit holder elects not to conduct a yard sale on the dates permitted, such permit holder shall be entitled to conduct such sale on another selected date after notice and approval by the City.

(6) Yard Sale Signs - (1) No more than two signs may be placed upon the permitted property.

(2) Signs and handbills cannot be placed on utility poles, public property including rights-of-way, nor may signs be placed on private bulletin boards or inside places of business without the consent of the owner.

(3) A sign is limited to four (4) square feet or less and shall not be illuminated or animated.

(4) A sign may not be displayed more than forty-eight (48) hours prior to the commencement date of the sale and must be removed immediately following the conclusion of the sale.

The purpose of this proposed change is to promote uniform development and encourage public safety, thereby enhancing the quality of life for all Long Beach residents. The Zoning Text Change was approved by the Long Beach Planning Commission at a public hearing duly held and convened on Thursday, May 23, 2013, at 6:00 p.m., in the Long Beach City Hall located on Jeff Davis Avenue. The City encourages all residents, groups and organizations to contact the City if they have any questions concerning the petition.

ORDERED, this the 17th day of December, 2013, by the Mayor and Board of Aldermen, Long Beach, Mississippi.

At signed:  
 Rebecca E. Schulz  
 City Clerk  
 ADV23,1MCR 1680877

The Clerk further reported that the Legal Notice of Public Hearing, Zoning Text Change, Add to Article XI Supplemental Use Regulations: Section 126: Yard Sales, was posted on the bulletin board at City Hall, the Water Department, the Building Office, 201 Jeff Davis Avenue, Long Beach, Mississippi; the Long Beach Public Library, 209 Jeff Davis Avenue, Long Beach, Mississippi; and the city's official website, [www.cityoflongbeachms.com](http://www.cityoflongbeachms.com).

Minutes of February 4, 2014  
Mayor and Board of Aldermen

Alderman Carrubba made motion seconded by Alderman Young and unanimously carried to make the aforesaid report a part of the record of this public hearing.

\* \*

Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to make the May 23, 2013, minutes of the Long Beach Planning Commission a part of the record of this public hearing, on file in the Office of the City Clerk.

\* \*

The Mayor opened the floor for public comments in favor of the Zoning Text Change and no one came forward to be heard.

\* \*

The Mayor opened the floor for public comments in opposition to the Zoning Text Change and no one came forward to be heard.

\* \*

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

- Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to take the Zoning Text Change, Add to Article XI Supplemental Use Regulations: Section 126: Yard Sales under advisement, directing the City Attorney to prepare the appropriate ordinance for further review and consideration at the next regular meeting, February 18, 2014.

\*\*\*\*\*

The second public hearing was called to order to consider a Zoning Text Change; Add to Section 118: Lots.

The Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on December 17, 2013, she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Mississippi, Legal Notice, Public Hearing, as evidenced by the Publisher's Proof of Publication.

Alderman Carrubba made motion seconded by Alderman Lishen and unanimously carried to spread said Proof of Publication upon the record of this public hearing in words and figures, as follows:

Minutes of February 4, 2014  
Mayor and Board of Aldermen

PROOF OF PUBLICATION

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

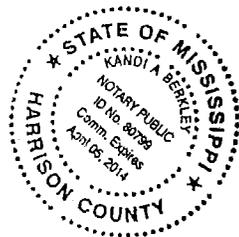
Before me, the undersigned Notary of Harrison County, Mississippi personally appeared CRISTA BRACKETT who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city of Gulfport in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 1 times in the following numbers and on the following dates of such paper, viz:

- Vol. 130 No., 81 dated 23 day of Dec, 20 13
- Vol.     No.,     dated     day of    , 20

Affiant further states on oath that said newspaper has been established and published continuously in said country for a period of more than twelve months next prior to the first publication of said notice.

DEC 27 2013 Crista Brackett  
Clerk

Sworn to and subscribed before me this 23 day of Dec, A.D., 20 13



Kandi Berkey  
Notary Public

CITY OF LONG BEACH, MISSISSIPPI  
LEGAL NOTICE  
PUBLIC HEARING  
NOTICE IS HEREBY GIVEN that, in accordance with Article XIX of the Comprehensive Long Beach Unified Land Ordinance 599 of the City of Long Beach, Mississippi (2013) as amended, the Mayor and Board of Aldermen will conduct a public hearing, Tuesday, February 4, 2014, at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, for the purpose of considering a ZONING TEXT CHANGE. Long Beach Planning Commission has filed an application for a change in the zoning text in accordance with the Comprehensive Long Beach Unified Land Ordinance. The City proposes to make the following changes to said Ordinance:  
Add to Section 118: Lots  
(e) Every building or structure erected shall be located on a lot or tract as defined in this ordinance, and in no case shall there be more than one principal building on one lot, without planning commission approval.  
The purpose of this proposed change is to promote informed development and encourage public safety, thereby enhancing the quality of life for all Long Beach residents. The Zoning Text Change was approved by the Long Beach Planning Commission at a public hearing duly held and convened on Thursday, May 23, 2013. The City encourages all residents, groups and organizations to contact the City if they have any questions concerning the petition.  
ORDERED, this the 17th day of December, 2013, by the Mayor and Board of Aldermen, Long Beach, Mississippi.  
/s/ signed  
Rebecca E. Schuff,  
City Clerk  
ADV23,1MON 1330078

The Clerk further reported that the Legal Notice of Public Hearing, Zoning Text Change, Add to Section 118: Lots - was posted on the bulletin board at City Hall, the Water Department, the Building Office, 201 Jeff Davis Avenue, Long Beach, Mississippi; the Long Beach Public Library, 209 Jeff Davis Avenue, Long Beach, Mississippi; and the city's official website, [www.cityoflongbeachms.com](http://www.cityoflongbeachms.com).

Alderman Parker made motion seconded by Alderman Young and unanimously carried to make the aforesaid report a part of the record of this public hearing.

Minutes of February 4, 2014  
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Young and unanimously carried to make the May 23, 2013, minutes of the Long Beach Planning Commission, a part of the record of this public hearing, on file in the Office of the City Clerk.

\* \*

The Mayor opened the floor for public comments in favor of the Zoning Text Change and no one came forward to be heard.

\* \*

The Mayor opened the floor for public comments in opposition to the Zoning Text Change and no one came forward to be heard.

\* \*

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

- Alderman Ponthieux made motion seconded by Alderman Griffin and unanimously carried to take the Zoning Text Change, Add to Section 118: Lots, under advisement, directing the City Attorney to prepare the appropriate ordinance for further review and consideration at the next regular meeting, February 18, 2014.

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The third and final public hearing was called to order to consider a Zoning Text Change to Amend Section 105, Chart of Uses to allow privately owned outdoor recreational facilities in the C1, Central Business District with Planning Commission approval.

The Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on December 17, 2013, she did cause to be published in The Sun Herald, a newspaper with a general circulation in the City of Long Beach and published in Harrison County, Mississippi, Legal Notice, Public Hearing, as evidenced by the Publisher's Proof of Publication.

Alderman Carrubba made motion seconded by Alderman Parker and unanimously carried to spread said Proof of Publication upon the record of this public hearing in words and figures, as follows:

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STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared CRISTA BRACKETT who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city of Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 1 times in the following numbers and on the following dates of such paper, viz:

- Vol. 130 No., 81 dated 23 day of Dec, 2013
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Affiant further states on oath that said newspaper has been established and published continuously in said country for a period of more than twelve months next prior to the first publication of said notice.

DEC 27 2013 Crista Brackett

Clerk

Sworn to and subscribed before me this 23 day of

Dec, A.D., 2013



Kandi Beckwith  
Notary Public

LEGAL NOTICE  
PUBLIC HEARING  
NOTICE IS HEREBY GIVEN that, in accordance with Article XIX of the Comprehensive Long Beach Unified Land Ordinance 598 of the City of Long Beach, Mississippi (2013), as amended, the Mayor and Board of Aldermen will conduct a public hearing, Tuesday, February 4, 2014, at 5:30 o'clock p.m. in the City Hall Meeting Room, for the purpose of considering a ZONING TEXT CHANGE. Long Beach Planning Commission has filed an application for a change in the zoning text in accordance with the Comprehensive Long Beach Unified Land Ordinance. The Long Beach Planning Commission proposes to amend Section 105 Chart of Uses to allow privately owned outdoor recreational facilities in the C1, Central Business District with Planning Commission Approval, as follows: R1 R2 R3 R4 R5 C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16 C17 C18 C19 C20 C21 C22 C23 C24 C25 C26 C27 C28 C29 C30 C31 C32 C33 C34 C35 C36 C37 C38 C39 C40 C41 C42 C43 C44 C45 C46 C47 C48 C49 C50 C51 C52 C53 C54 C55 C56 C57 C58 C59 C60 C61 C62 C63 C64 C65 C66 C67 C68 C69 C70 C71 C72 C73 C74 C75 C76 C77 C78 C79 C80 C81 C82 C83 C84 C85 C86 C87 C88 C89 C90 C91 C92 C93 C94 C95 C96 C97 C98 C99 C100 C101 C102 C103 C104 C105 C106 C107 C108 C109 C110 C111 C112 C113 C114 C115 C116 C117 C118 C119 C120 C121 C122 C123 C124 C125 C126 C127 C128 C129 C130 C131 C132 C133 C134 C135 C136 C137 C138 C139 C140 C141 C142 C143 C144 C145 C146 C147 C148 C149 C150 C151 C152 C153 C154 C155 C156 C157 C158 C159 C160 C161 C162 C163 C164 C165 C166 C167 C168 C169 C170 C171 C172 C173 C174 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C975 C976 C977 C978 C979 C980 C981 C982 C983 C984 C985 C986 C987 C988 C989 C990 C991 C992 C993 C994 C995 C996 C997 C998 C999 1000

The Clerk further reported that the Legal Notice of Public Hearing, Zoning Text Change, Amend Section 105 Chart of Uses to allow privately owned outdoor Recreation Facilities in the C1, Central Business District, with Planning Commission Approval, was posted on the bulletin board at City Hall, the Water Department, the Building Office, 201 Jeff Davis Avenue, Long Beach, Mississippi; the Long Beach Public Library, 209 Jeff Davis

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Mayor and Board of Aldermen

Avenue, Long Beach, Mississippi; and the city's official website, [www.cityoflongbeachms.com](http://www.cityoflongbeachms.com).

Alderman Parker made motion seconded by Alderman Hammons and unanimously carried to make the aforesaid report a part of the record of this public hearing.

\* \*

Alderman Parker made motion seconded by Alderman Griffin and unanimously carried to make the September 12, 2013, minutes of the Long Beach Planning Commission a part of the record of this public hearing, on file in the Office of the City Clerk.

\* \*

The Mayor opened the floor for public comments in favor of the Zoning Text Change and no one came forward to be heard.

\* \*

The Mayor opened the floor for public comments in opposition to the Zoning Text Change and no one came forward to be heard.

\* \*

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

- Alderman Lishen made motion seconded by Alderman Griffin and unanimously carried to take the Zone Text Change, Amend Section 105 Chart of Uses to allow privately owned outdoor Recreation Facilities in the C1, Central Business District, with Planning Commission Approval under advisement, directing the City Attorney to prepare the appropriate ordinance for further review and consideration at the next regular meeting, February 18, 2014.

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Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in February, 2014, 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 William Skellie, Jr., Aldermen Leonard G. Carrubba, Sr., Gary J. Ponthieux, Bernie Parker, Kelly Griffin, Ronnie Hammons, Jr., Mark E. Lishen,

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Mayor and Board of Aldermen

Alan Young, City Clerk Rebecca E. Schruoff, 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 meeting was called to order and there was no action required or taken regarding bids.

\*\*\*\*\*

There were no announcements, presentations, proclamations, amendments or public comments to the agenda.

\*\*\*\*\*

Alderman Ponthieux made motion seconded by Alderman Hammons and unanimously carried to approve the work session, public hearings and regular meeting minutes of the Mayor and Board of Aldermen dated January 21, 2014, as submitted.

\*\*\*\*\*

Alderman Hammons made motion seconded by Alderman Griffin and unanimously carried to approve the regular meeting minutes of the Long Beach Planning Commission dated January 23, 2014, as submitted.

\*\*\*\*\*

Alderman Parker made motion seconded by Alderman Young and unanimously carried to approve the regular meeting minutes of the Long Beach Recreation Board dated January 21, 2014, as submitted.

\*

\*

Upon further discussion, Alderman Parker made motion seconded by Alderman Lishen and unanimously carried to schedule a joint work session with the Long Beach Recreation Board, Tuesday, February 11, 2014, at 5:00 o'clock p.m., City Hall Meeting Room, 201 Jeff Davis Avenue, to discuss the following:

- Subject: Discuss background checks and badges for coaches and other recreation and league officials.

\*\*\*\*\*

Alderman Hammons made motion seconded by Alderman Lishen and unanimously carried to approve payment of invoices as listed in Docket of Claims number 020414, inclusive of Invoice #542618 submitted by Mike Paola Fencing in the amount of \$5,857.23, CDBG Fence Project, Fire Station #2.

\*\*\*\*\*

**Minutes of February 4, 2014  
Mayor and Board of Aldermen**

The Mayor and Board of Aldermen took up for consideration the matter of declaring a local state of emergency as a result of freezing rain, wind, ice and snow and other related disastrous consequences created by winter storm Leon. After a discussion of the subject Alderman Lishen offered and moved the adoption of the following resolution:

**RESOLUTION DECLARING A STATE OF EMERGENCY WITHIN  
THE CITY OF LONG BEACH, MISSISSIPPI, AND FOR RELATED  
PURPOSES.**

WHEREAS, the Mayor and Board of Aldermen (the "Governing Authority") of the City of Long Beach, Mississippi, (the "Municipality"), having made due investigation thereof, do now find, determine, adjudicate and declare as follows:

1. That on or about January 27, 2014, freezing rain, wind, ice, snow and other related disastrous consequences created by winter storm Leon, which conditions continued through January 30, 2014, and placed the citizens of the Municipality in extreme peril due to endangered lives and property and the detriment of the health, safety and welfare of the citizens of the Municipality; and
2. The Mayor of the Municipality, on the 27<sup>th</sup> day of January, 2014, issued a Proclamation of a Civil Emergency (attached) proclaiming a local emergency to exist in the Municipality by virtue of the impending peril to its citizens as a result of freezing rain, wind, ice, snow and other related disastrous consequences created by winter storm Leon which commenced in the early morning hours of January 28, 2014, and continued affecting the public welfare, health and safety of persons and property within said Municipality through January 30, 2014; and
3. That the legislature of the State of Mississippi has provided under §33-15-1 *et seq.*, Mississippi Code Annotated 1972 "The Mississippi Emergency Management Law" and §33-15-301 *et seq.*, Mississippi Code Annotated (as amended) the "Disaster Assistance Act of 1993" for relief from such natural disasters and the co-ordinations of emergency acts with other local, state and federal agencies; and
4. After discussion of all of the above the Governing Authority of the Municipality does further find, determine and adjudicate and declare that in the public interest, in accordance with §33-15-1 *et seq.*, a local state of emergency existed within the Municipality commencing on January 27, 2014 and continued through January 30, 2014.
5. That as a result of the above, the resources of the Municipality were strained beyond their limits to cope with said disaster.

Minutes of February 4, 2014  
 Mayor and Board of Aldermen

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

SECTION 1. A local emergency existed within the territorial limits of the Municipality as a result of freezing rain, wind, ice, snow and other related disastrous consequences created by winter storm Leon, which the resources of the City are unable to cope; and

SECTION 2. Said emergency shall be deemed to exist commencing on January 27, 2014, and terminating on January 30, 2014.

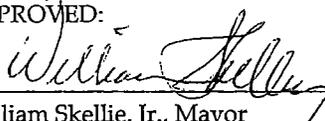
SECTION 3. This resolution shall take effect and be in force from and after its adoption.

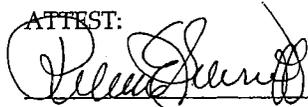
Alderman Carrubba seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote by the Mayor, the result was as follows:

Alderman Parker	voted	Aye
Alderman Ponthieux	voted	Aye
Alderman Griffin	voted	Aye
Alderman Young	voted	Aye
Alderman Carrubba	voted	Aye
Alderman Lishen	voted	Aye
Alderman Hammons	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 adopted and approved this the 4<sup>th</sup> day of February, 2014.

APPROVED:

  
 William Skellie, Jr., Mayor

ATTEST:  
  
 Rebecca E. Schruoff, City Clerk



Minutes of February 4, 2014  
Mayor and Board of Aldermen

City of Long Beach

BOARD OF ALDERMEN  
Leonard G. Carrubba, Sr. - At-Large  
Gary J. Ponthieux - Ward 1  
Bernie Parker - Ward 2  
Kelly Griffin - Ward 3  
Ronnie Hammons, Jr. - Ward 4  
Mark E. Lishen - Ward 5  
Alan Young - Ward 6



WILLIAM SKELLIE, JR.  
MAYOR

CITY CLERK  
TAX COLLECTOR  
Rebecca E. Schuff

CITY ATTORNEY  
James C. Simpson, Jr.

OFFICE OF THE MAYOR

CITY OF LONG BEACH, MISSISSIPPI

PROCLAMATION OF A CIVIL EMERGENCY

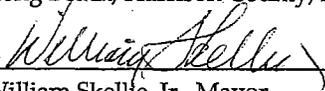
WHEREAS, the undersigned Mayor of the City of Long Beach, Mississippi, as Chief Administrative Officer of said City, does now find, determine and adjudicate, that conditions of extreme peril to the public health and safety of the citizens and property in the City of Long Beach, Mississippi, do now exist, caused by freezing rain, wind, ice and snow and other related disastrous consequences created by inclement winter weather; and said conditions warrant the proclamation of a civil emergency as defined in §45-17-1 of the Mississippi Code, Annotated; now therefore

IT IS HEREBY PROCLAIMED, that a civil emergency is hereby deemed to exist within the City of Long Beach, Mississippi, as of the date hereof, until its termination is further proclaimed by the undersigned Mayor of the City of Long Beach, Mississippi.

This the 27<sup>th</sup> day of January, 2014, Long Beach, Harrison County, Mississippi.



Rebecca E. Schuff, City Clerk

  
William Skellie, Jr., Mayor  
The City of Long Beach, Mississippi

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

**Minutes of February 4, 2014  
Mayor and Board of Aldermen**

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The Mayor and Board of Aldermen, Long Beach, Mississippi, took up for consideration the matter of requesting the Mississippi Legislature to support the repeal of that certain 2005 legislation, Senate Bill No. 3100, granting ad valorem tax breaks to federally subsidized Section 42 housing properties across Mississippi. After full discussion of the subject, Alderman Carrubba offered and moved the adoption of the following resolution:

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN LONG BEACH, MISSISSIPPI, URGING THE MISSISSIPPI LEGISLATURE TO REPEAL THAT CERTAIN 2005 LEGISLATION, SENATE BILL NO. 3100, GRANTING AD VALOREM TAX BREAKS TO FEDERALLY SUBSIDIZED SECTION 42 HOUSING PROPERTIES SO THAT THE CITY OF LONG BEACH DOES NOT CONTINUE TO LOSE LOCAL TAX REVENUES THAT COULD BE USED TO SUPPORT IMPORTANT CITY SERVICES.**

**WHEREAS**, the Mayor and Board of Aldermen of the Long Beach, Mississippi (the "[City]", hereby finds, determines and declares as follows:

**Section I.** Senate Bill No. 3100, passed in the 2005 Regular Session of the Mississippi Legislature, and now codified as Section 27-35-50(4)(d), Mississippi Code of 1972, as amended ("Senate Bill No. 3100"), has been interpreted by the Mississippi State Department of Revenue (the "Department") and the Mississippi Supreme Court (the "Court") to allow certain federally subsidized Section 42 multifamily and, in some cases, single family residences to unfairly escape payment of their entire portion of the [City's] [Town's] tax burden; and

**Section II.** As a result of the recent Court decision, the City of Long Beach will be required to refund these Section 42 developers approximately \$0.00 at this time with approximately \$0.00 at this time of the refund having to be paid by the Long Beach School District; and

**Section III.** Because the Section 42 developers are not paying their entire portion of local taxes, the burden of local taxation is being shifted to other property owners that are not federally subsidized; and

**Section IV.** If Senate Bill No. 3100 is repealed, the tax assessor could return to the use of generally accepted appraisal principles, allowed under prior law, to establish the "true value" of these Section 42 properties by considering the substantial federal

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subsidies as a part of the property's value and by using typical expenses in calculating the net income generated by these properties; and

Section V. If Senate Bill No. 3100 is repealed, the City of Long Beach federally subsidized Section 42 developers will no longer enjoy a tax advantage at the expense of the other property owners in the City.

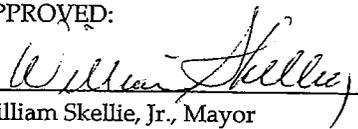
NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Long Beach that it strongly urges the Mississippi Legislature to repeal Senate Bill 3100 as such action is in the best interest of the City of Long Beach and its citizens by decreasing their tax burden and improving local services that the City provides such as roads, police and fire protection and infrastructure.

Following the reading of the foregoing resolution, Alderman Parker seconded the motion for its adoption and the question being put to a roll call vote by the Mayor, the result was as follows:

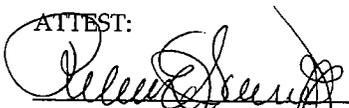
Alderman Parker	voted	Aye
Alderman Ponthieux	voted	Aye
Alderman Griffin	voted	Aye
Alderman Young	voted	Aye
Alderman Carrubba	voted	Aye
Alderman Lishen	voted	Aye
Alderman Hammons	voted	Aye

The motion having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution adopted, on this the 4<sup>th</sup> day of February, 2014.

APPROVED:

  
William Skellie, Jr., Mayor

ATTEST:

  
Rebecca E. Schruff, City Clerk



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There was no action required or taken regarding CDBG Requests for Cash or Payment of Invoices.

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Alderman Ponthieux made motion seconded by Alderman Carrubba and unanimously carried to approve the Mississippi Department of Marine Resources Sub-Grant Agreement, Mississippi Clean Vessel Program, authorizing the Mayor to execute same, as follows:



MISSISSIPPI  
DEPARTMENT OF MARINE RESOURCES

SUB-GRANT AGREEMENT  
City of Long Beach  
Sub-Grant #S-14-LB-CVA-V-16

**SECTION 1.0: Parties to the Agreement**

This agreement is by and between the Mississippi Department of Marine Resources, hereinafter referred to as Grantee, and City of Long Beach hereinafter referred to as Sub-Grantee.

**SECTION 2.0: Purpose**

This agreement is established for the purpose of defining the rights and duties of the parties regarding the grant known as Federal Grant Award # V-16, "Mississippi Clean Vessel Program".

**SECTION 3.0: Responsibilities of Grantee and Sub-Grantee**

3.1. Joint Responsibilities:

The Grantee and Sub-Grantee shall jointly determine the direction of the Project Objectives and activities according to the Federal Assistance Grant # V-16, "Mississippi Clean Vessel Program".

3.2. Grantee Responsibilities:

- 3.2.1 Routine management of this project including but not limited to reviewing of invoices, reviewing of technical information, periodic reports to the U.S. Fish and Wildlife Service as required and closeout of grant payments.
- 3.2.2 Review of progress reports on the ongoing activities.
- 3.2.3 Coordination of activities, decisions and results derived from this effort with other state and federal agencies if necessary.

3.3. Sub-Grantee Responsibilities:

- 3.3.1 The Sub-Grantee is responsible for services outlined below in Section 4.0.

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- 3.3.2 The Sub-Grantee recognizes that this project is being funded as a Sub-Grant Agreement by the U.S. Fish & Wildlife Service Federal Assistant Grant known as V-16, and that the Grantee has the responsibility to oversee and monitor all phases of this project and disburse payments as work is completed by the Sub-Grantee.
- 3.3.3 The Sub-Grantee will coordinate all communications with the Grantee through Rhonda Price, Office of Coastal Restoration and Resilience.

### SECTION 4.0: Project Objectives

This Agreement will provide for all or part of the following tasks: The Sub-Grantee will provide the following tasks:

- 4.1. The installation of pump-out located at Long Beach Harbor.

### SECTION 5.0: Consideration and Payment

- 5.1. Consideration. As consideration for the performance of this agreement, the Grantee agrees to pay the Sub-Grantee the amount incurred in the performance of this agreement not to exceed **Six Thousand Eight Hundred Sixty-Two Dollars and Fifty Cents (\$6,862.50)** or 75% of the total cost.
- 5.2. Payment. The Grantee agrees to pay or make monthly payments upon the submission of monthly invoices. *Invoices must be submitted within thirty (30) days after the end of the month and include Section 5.4 information before payment is rendered.* Under no circumstances will payment exceed **Six Thousand Eight Hundred Sixty-Two Dollars and Fifty Cents (\$6,862.50)**
- 5.3. The Grantee recognizes that the Sub-Grantee will provide a matching sum of **Two Thousand Two Hundred Eighty-Seven Dollars and Fifty Cents (\$2,287.50)** or twenty-five percent (25%) of the grant total - in either cash or in-kind services.
- 5.4. Invoices submitted by the Sub-Grantee will include:
- 5.4.1 The grant number. V-16
  - 5.4.2 The segment number.
  - 5.4.3 Time period for services incurred.
  - 5.4.4 The Sub-Grantee's monthly match portion of 25%
  - 5.4.5 Category breakdown for monthly expenses.

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**SECTION 6.0: Reporting Requirements**

- 6.1 The Sub-Grantee agrees to submit performance reports to the Grantor at intervals shown below. These reports will explain: (1) the extent of the work performed to date; contracts for service. (2) any deviations or variances from stated project objectives and schedules.

**PERFORMANCE REPORT SCHEDULE**

Activity Reports. In compliance with the USFWS Reporting Requirements, the Sub-Grantee shall provide written quarterly activity reports to the DMR summarizing work undertaken, in progress or completed. Reports will be due quarterly beginning March 1, 2014. Subsequent reports will be due July 30, 2014, with a Notice of Completion and final report summarizing data and conclusions drawn for the Sub-Grant period due within thirty (30) days after the end of the Sub-Grant period and is required before final payment on the Sub-Grant can be made. Reports must be delivered to the DMR, Rhonda Price, at their Biloxi office located at 1141 Bayview Avenue, Suite 101, Biloxi, MS 39530 and shall be generally organized in accordance with the following:

- 6.1.1 Activities completed and dates of completion;
- 6.1.2 Problems encountered and remedial actions;
- 6.1.3 Activities planned;
- 6.1.4 Problems anticipated;
- 6.1.5 Changes to protocol/procedure manuals;
- 6.1.6 Certification that the invoices submitted and activities completed have been performed pursuant to the Sub-Grant.

**SECTION 7.0: Period of Performance**

The Sub-Grantee agrees to execute the objectives of this project as stated in USF&WS Federal Award Grant #V-16 from January 1, 2014 through August 30, 2014. Effective October 1, 2013, by mutual agreement between the Grantor and Sub-Grantee, the USF&WS Federal Award Grant #V-16, "Mississippi Clean Vessel Act Program", will include all pre award cost that were incurred prior to the approval date of the grant which was October 1, 2013.

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**SECTION 8.0: Standard Terms and Conditions**

**The Sub-Grantee certifies that it:**

- 8.1. Has the legal authority to apply for the program and has the institutional, managerial, and financial capability (including where applicable, funds sufficient or in-kind match to pay the applicant's share of the project cost) to ensure proper planning, management, and completion of the project described in this proposal.
- 8.2. Will give the Grantee, the Comptroller General of the United States, and any other authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives and maintain separate accountability for the funds.
- 8.3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 8.4. Will initiate and complete the work within the applicable time frame after receipt of approval from the Grantee.
- 8.5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for Merit Systems of Personnel Administration (5 CFR 900, Subpart F.).
- 8.6. Will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under

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which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the proposal.

- 8.7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
- 8.8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 8.9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a- 7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-333), regarding labor standards for federally assisted construction sub-agreements.
- 8.10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-924) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 8.11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 *et seq.*); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- 8.12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
- 8.13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO

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11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 *et seq.*).

- 8.14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 8.15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 *et seq.*) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 8.16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 8.17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and non-profit institutions. Records with respect to all matters covered by this sub-grant shall be retained by the Sub-Grantee for 4 years after the end of the sub-grant period, and shall be available for audit and inspection at any time such audit is deemed necessary.
- 8.18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
- 8.19. **Applicable Laws.** This Sub-Grant Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of the state. The Sub-Grantee shall comply with applicable federal, state and local laws and regulations.
- 8.20. **Representation Regarding Gratuities.** The bidder, offeror, or Sub-Grantee represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.
- 8.21. **Representation Regarding Contingent Fees.** The Sub-Grantee represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Sub-Grantee 's bid or proposal.
- 8.22. **Compliance with Laws.** The Sub-Grantee understands that the State 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, or any other consideration made unlawful by federal, State,

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or local laws. All such discrimination is unlawful and the Sub-Grantee agrees during the term of the agreement that the Sub-Grantee will strictly adhere to this policy in its employment practices and provision of services. The Sub-Grantee 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 exist and as may be amended or modified.

- 8.23. **Availability of Funds.** It is expressly understood and agreed that the obligation of the Grantee 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 anytime, 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 state, the state shall have the right upon ten (10) working days written notice to the Sub-Grantee, to terminate this agreement without damage, penalty, cost or expenses to the state of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 8.24. **Changes.** This agreement shall not be modified, altered, or changed except by the mutual agreement by an authorized representative of each party to this agreement and must be confirmed in writing through the Grantee sub-grant modification procedures.
- 8.25. **Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this agreement. All modifications to this agreement must be made in writing by the Grantee.
- 8.26. **Termination Provisions.** If the Sub-Grantee fails to fulfill its obligations under this Agreement, or if the Sub-Grantee violates any of the conditions and stipulations contained in this Agreement, the Grantee shall have the right to terminate this Agreement by giving written notice to the Sub-Grantee of such termination, and specifying the effective date thereof. Any such notice of termination will be made in no less than seven (7) calendar days. In this event, the Sub-Grantee shall be entitled to receive just and equitable compensation for any work performed through the effective date of such termination, provided that the Grantee Director determines that the cost incurred were done so in compliance with the provisions stated in this document.
- 8.27. **Procurement Regulations.** The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 301 North Lamar Street, Jackson, Mississippi, for inspection.
- 8.28. **Stop Work Order**

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**8.28.1 Order to Stop Work**

The Grantee, may, by written order to the Sub-Grantee at any time, and without notice to any surety, require the Sub-Grantee to stop all work or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Sub-Grantee, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause.

Upon receipt of such an order, the Sub-Grantee shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties have agreed, the Grantee shall either:

- (a) cancel the stop work order; or
- (b) terminate the work covered by such order as provided in the "Termination for Default Clause" or the "Termination for Convenience Clause" of this contract.

**8.28.2 Cancellation or Expiration of the Order**

If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Sub-Grantee shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Sub-Grantee price, or both, and the contract shall be modified in writing accordingly, if:

- (a) the stop work order results in an increase in the time required for, or in the Sub-Grantee's cost properly allocable to, the performance of any part of this contract; and
- (b) the Sub-Grantee asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Grantee decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

**8.28.3 Termination of Stopped Work**

If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

**8.28.4 Adjustments of Price**

Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

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**8.29. Price Adjustment Clause**

*“Price Adjustment”*

**8.29.1 Price Adjustment Methods.** Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

- (a) by agreement on a fixed price adjustment before commencement of the additional performance;
- (b) by unit prices specified in the contract;
- (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract;
- (d) in such other manner as the parties may mutually agree; or
- (e) in the absence of agreement between the parties, by a unilateral determination by the Grantee of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as computed by the Grantee.

**8.29.2 Submission of Cost or Pricing Data.** The Sub-Grantee shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Procurement Regulations.

**8.30. Independent Contractor/Sub-Grantee Status.** The Sub-Grantee shall, at all times, be regarded as an independent Sub-Grantee and shall at no time act as an agent for the Grantee. Nothing herein shall be deemed or construed by the Grantee, the Sub-Grantee, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between the Grantee and the Sub-Grantee. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Grantee or the Sub-Grantee hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the Grantee and the Sub-Grantee. Sub-Grantee’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the Grantee.

**8.31. Access to Records.** The Sub-Grantee agrees that the Grantee, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit/examine any pertinent documents, paper, and records, related to charge and performance under this agreement. Such records shall be kept for a period of three years after final payment under this agreement, unless, the Grantee authorizes earlier disposition. The Sub-Grantee agrees to refund to the Grantee any overpayments disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records shall be

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retained until completion of the action and resolution of all issues which arise from it.

**8.32. Termination for Convenience Clause**

8.32.1 *Termination.* The Grantee may, when the interests of the state so require, terminate this contract in whole or in part, for the convenience of the State. The Grantee shall give thirty (30) days written notice of the termination to the Sub-Grantee specifying the part of the contract terminated and when termination becomes effective.

8.32.2 *Sub-Grantee's Obligations.* The Sub-Grantee shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Sub-Grantee will stop work to the extent specified. The Sub-Grantee shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Sub-Grantee shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Grantee may direct the Sub-Grantee to assign the Sub-Grantee's right, title, and interest under terminated orders or subcontracts to the State. The Sub-Grantee must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

**8.33. Termination for Default Clause**

8.33.1. *Default.* If the Sub-Grantee refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Grantee may notify the Sub-Grantee in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Grantee, such officer may terminate the Sub-Grantee's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Grantee may procure similar supplies in a manner and upon terms deemed appropriate by the Grantee. The Sub-Grantee shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

8.33.2. *Sub-Grantee's Duties.* Notwithstanding termination of the contract and subject to any directions from the Grantee, the Sub-Grantee shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Sub-Grantee in which the State has an interest.

8.33.3. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due the Sub-Grantee such sums as the Grantee deems to be

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necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

- 8.33.4. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, the Sub-Grantee shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Sub-Grantee to make progress in the prosecution of the work hereunder which endangers such performance) if the Sub-Grantee has notified the Grantee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of god; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Sub-Grantee shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Sub-Grantee to meet the contract requirements.

Upon request of the Sub-Grantee, the Grantee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Sub-Grantee's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

- 8.33.5 *Erroneous Termination for Default.* If, after notice of termination of the Sub-Grantee's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of paragraph (8.33.4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- 8.33.6 *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law under this contract.
- 8.34. **Ownership of Documents and Work Papers.** The Grantee shall own all documents, files, reports, work papers and working documentation, electronic or

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otherwise, created in connection with the Project which is the subject of this Agreement, except for the Sub-Grantee's internal administrative and quality assurance files and internal Project correspondence. The Sub-Grantee shall deliver such documents and working papers to Grantee upon termination or completion of the Agreement. The foregoing notwithstanding, the Sub-Grantee shall be entitled to retain a set of such work papers for its files. Sub-Grantee shall be entitled to use such work papers only after receiving written permission from the Grantee and subject to any copyright protections.

- 8.35. **Public Records Clause.** As outlined in Section 3.0 Subsection (3.2.1), Grantee has the responsibility to oversee and monitor all phases of this project. Therefore, Grantee shall be responsible for responding to any public records requests pursuant to the Mississippi Public Records Act, Section 25-61-1 *et seq.*, Miss. Code Ann. Grantee shall respond to requests addressed to either of the parties herein. The Sub-Grantee shall notify and provide a copy of any public information request addressed to the Sub-Grantee within one working day. Upon receipt of said request, the Grantee shall respond to the request for public information as required by the Mississippi Public Records Act. No party to this agreement shall be liable to the other party for disclosure of information required by court order or required by law.
- 8.36. **Release of Information.** The Grantee, as the State management, regulatory, and enforcement agency, shall have the exclusive right to release data and information acquired from this project to the press and public. The Sub-Grantee may release information obtained from this project only after obtaining written permission from Grantee. Sub-Grantee shall not be entitled to release information for publications or exchange any information developed by this project with other researchers in the scientific community without first obtaining written permission from the Grantee.
- 8.37. **Authority to Contract.** The Sub-Grantee certified that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and notwithstanding and 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 effect its ability to perform its obligations under this agreement.
- 8.38. **Copyright Provisions.** The Grantee grants to the Sub-Grantee the right to copyright materials and articles that may result from research carried out under this agreement. The Grantee shall have an unlimited royalty free license to use, reproduce, translate, or publish the product (s) produced under this agreement and to grant this license to any sublicensee.  
The Sub-Grantee shall in no way limit the dissemination and/or utilization of such material and data as shall arise from the work performed under the agreement.

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Any publications or presentations resulting from this project shall give appropriate credit to Grantee and USF&WS.

- 8.39. The Sub-Grantee agrees to maintain and operate the pump-out under this agreement for a period of 5 years, which represents the normal operational life expectancy of the pump-out equipment as indicated by the manufacturer. The manufacturer's documentation of the normal operational life expectancy of the pump-out equipment is to be made a part of this agreement. The Sub-Grantee agrees to maintain the facilities provided for under this Agreement and provide for repair as soon as practical to assure that these services are available to the public.
- 8.40. The Sub-Grantee agrees that it will collect, hold, transport, and dispose of the sewage generated from this program in accordance with all applicable federal, state, and local laws and regulations. The Sub-Grantee shall secure an agreement, if necessary, with a properly licensed waste hauler or with a person having charge of a properly licensed wastewater treatment facility to assure that the waste collected by this pump-out equipment will be properly disposed of. A copy of said agreement shall be attached to this contract.
- 8.41. Equipment purchased with Clean Vessel Act funds identified in Section 4.0 shall be used by the Sub-Grantee for the purpose for which it was acquired whether or not the pump-out program continues to be supported by grant funds.
- 8.42. When acquiring replacement equipment, the Sub-Grantee may use the equipment to be replaced as a trade-in or the Sub-Grantee may sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of DMR. If the Sub-Grantee is authorized or required to sell the property, MS Department of Finance and Administration sales procedures must be established to ensure the highest possible return.
- 8.43. When original or replacement equipment acquired under this grant is no longer needed or the Sub-Grantee is no longer able to support the pump-out program, disposition of the equipment shall be made as follows:
- 8.44. The equipment may be transferred at no cost to another private Sub-Grantee, yacht club, or governmental agency if such equipment will remain in use and be dedicated to the pump-out program. The conditions for such transfer shall be stipulated by DMR and shall include the same requirements as those imposed in the original grant/contract. Any cash or in-kind match paid when the equipment was originally purchased will be forfeited in total.
- 8.45. If the equipment cannot be transferred to another private Sub-Grantee, yacht club, or governmental agency, it must be sold at the discretion of DMR. The Sub-Grantee shall divide the proceeds of the sale or the fair market value of the

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equipment, whichever is greater, between DMR and itself at the original 75/25 split.

- 8.46. **Paymode.** Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Sub-Grantee's choice. The State, may, at its sole discretion, require the Sub-Grantee to submit invoices and supporting documentation electronically at any time during the term of this Agreement. Sub-Grantee understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

The undersigned hereby execute this agreement and assure that the authority to execute this agreement has been granted by the appropriate governing bodies.

MS Department of Marine Resources

City of Long Beach

*Jamie M. Miller*  
\_\_\_\_\_  
Jamie M. Miller., Executive Director

*William Skellie Jr.*  
\_\_\_\_\_  
William Skellie Jr., Mayor

Date: 1-17-2014

Date: 2/4/14

\*\*\*\*\*

Due to a possible conflict of interest, Alderman Parker was recused from the public meeting.

\*

\*

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Alderman Hammons made motion seconded by Alderman Lishen and unanimously carried to appoint Patricia Bennett to the Long Beach School District Board of Trustees for the term March, 2014 – March, 2019.

\* \* \*

Alderman Parker returned to the open meeting.

\*\*\*\*\*

There was no action required or taken regarding derelict properties at this time.

\*\*\*\*\*

The Jefferson property update was taken under advisement until the next regular meeting, February 18, 2014.

\*\*\*\*\*

Mr. Joe Fleming requested to table discussion regarding the Harrison County Motor Vehicle for Hire Commission until further notice.

\*\*\*\*\*

Alderman Ponthieux made motion to adopt a resolution requiring audits from entities receiving city funds; motion died for lack of a second.

Alderman Hammons offered substitute motion seconded by Alderman Lishen to take the aforesaid resolution under advisement for further review and consideration at the next regular meeting, February 18, 2014.

The question being to a roll call vote by the Mayor, the result was as follows:

Alderman Parker	voted	Aye
Alderman Ponthieux	voted	Nay
Alderman Griffin	voted	Aye
Alderman Young	voted	Aye
Alderman Carrubba	voted	Aye
Alderman Lishen	voted	Aye
Alderman Hammons	voted	Aye

The question having received the affirmative vote of a majority of the Alderman present and voting, the Mayor declared the motion carried.

\*\*\*\*\*

There was no action required or taken at this time regarding the following items:

- Harbor Plan for Competition among New Harbors; Alderman Lishen
- Recreation Department Badging Policy; Alderman Lishen
- Closed Session-Public Health and Safety Issue; Alderman Lishen

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\*\*\*\*\*

Alderman Carrubba made motion seconded by Alderman Hammons and unanimously carried to approve the Special Event Application, National Tartan Day Festival, noting for the record that the Highlands & Islands Association of Celtic Gatherings, Inc., is a non-profit organization and qualifies for the reduced rate, \$200.00 rental fees, inclusive of a \$100.00 deposit, and \$300.00 refundable clean-up fee; said application is as follows:

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**CITY OF LONG BEACH  
SPECIAL EVENT APPLICATION**

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

Date Received By Clerk's Office: 4/16/14 Time: 11:58 By: [Signature]

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: Highland and Islands Association of Celtic Gatherings, Inc.

Organization Address: PMB221 45 Hardy Court Gulfport MS 39507

Organization Agent: Carla Harbin Title: President

Phone: 575-3359 Work Home 228 343 1949 During event 228 343 1949

Agent's Address: 15245 Ginger Cove Gulfport MS 39503

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

Event Name: National Tartan Day Festival

Please give a brief description of the proposed special event: A celebration of Americans of Scottish descent and their influence in the development of the United States. Celebration includes music, dance, food, drink, and history.

Event Day(s) & Date(s): Saturday April 5, 2014 Event Time(s): 9am - 5pm

Set-Up Date & Time: 4/5/14 - 6am Tear-Down Date & Time: 4/5/14 - 5pm

Event Location: Long Beach Town Green

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

How many years has this event occurred? First event

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.

*None* 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? 1,000

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.)

\_\_\_\_\_  
\_\_\_\_\_

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:

Will provide certificate prior to event

**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.

1/16/14  
Date

Cristina... for Highlands and Islands Assoc. of Collier County, Inc.  
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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Highlands & Islands Association  
Of Celtic Gatherings, Inc.

PMB 221, 45 Hardy Court  
Gulfport, MS 39507  
*a 501(c)3 non-profit organization*



National Tartan Day Festival  
Highlands and Islands Association of Celtic Gatherings, Inc.

Musical Entertainment: (schedule to be determined)

Father of Waters – Celtic music  
Blarney Coast – Irish, Celtic music  
Red McWilliams – Celtic, country music  
Haggis Rampant – Celtic music  
New Orleans Celtic Harp Ensemble – Celtic music  
Strathspay Reel – Celtic music  
Elizabeth Doss – wandering piper – Scottish and Irish music

Dancing Exhibitions:

The Maccrossan School of Irish Dance dancers  
Sheila and Bill Muzzy Dancers

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INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 05 2001

HIGHLANDS AND ISLANDS ASSOCIATION  
OF CELTIC GATHERINGS INC  
45 HARDY CT STE 221  
GULFPORT, MS 39507

Employer Identification Number:  
64-0812984  
DIN:  
17053244733001  
Contact Person:  
JEFFERY L GREENE ID# 31328  
Contact Telephone Number:  
(877) 829-5500  
Internal Revenue Code  
Section 501(c) (4)  
Accounting Period Ending:  
AUGUST 31  
Form 990 Required:  
YES  
Addendum Applies:  
NO

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in the section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth

Letter 948 (DO/CG)

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HIGHLANDS AND ISLANDS ASSOCIATION

month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

\* Exemption under section 501(c)(4) is recognized as of JULY 26, 1991, your date of formation or incorporation, to JANUARY 16, 2001, the effective date of your exemption under section 501(c)(3).

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Letter 948 (DO/CG)

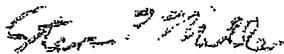
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HIGHLANDS AND ISLANDS ASSOCIATION

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Steven T. Miller  
Director, Exempt Organizations

Letter 948 (DO/CG)

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Form <b>872-C</b> (Rev. September 1998) Department of the Treasury Internal Revenue Service	<b>Consent Fixing Period of Limitation Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code</b>  (See instructions on reverse side.)	CMB No. 1545-0056  To be used with Form 1023. Submit in duplicate.
--	--	--

Under section 6501(c)(4) of the Internal Revenue Code, and as part of a request filed with Form 1023 that the organization named below be treated as a publicly supported organization under section 170(b)(1)(A)(vi) or section 509(a)(2) during an advance ruling period.

Highlands & Islands Association of Celtic Gatherings, Inc. <small>(Exact legal name of organization as shown in organizing document)</small>	}	and the	District Director of Internal Revenue, or Assistant Commissioner (Employee Plans and Exempt Organizations)
45 Hardy Court, #221, Gulfport, MS 39507 <small>(Number, street, city or town, state, and ZIP code)</small>			

consent and agree that the period for assessing tax (imposed under section 4940 of the Code) for any of the 5 tax years in the advance ruling period will extend 8 years, 4 months, and 15 days beyond the end of the first tax year.

However, if a notice of deficiency in tax for any of these years is sent to the organization before the period expires, the time for making an assessment will be further extended by the number of days the assessment is prohibited, plus 60 days.

Ending date of first tax year August 31, 2001  
(Month, day, and year)

Name of organization (as shown in organizing document)		Date
Highlands & Islands Association of Celtic Gatherings, Inc.		
Officer or trustee having authority to sign		Type or print name and title
Signature > <i>Karen M Green</i>		KAREN M GREEN TREASURER
For IRS use only		
District Director or Assistant Commissioner (Employee Plans and Exempt Organizations)		Date
Steven T. Miller Director, Exempt Organizations		DEC 04 2001
By > <i>[Signature]</i>		Group Manager
For Paperwork Reduction Act Notice, see page 1 of the Form 1023 Instructions.		Cat. No. 15905C

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Event Title: National Tartan Day Festival

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.: OK Recommend Approval: YES NO Est. Economic Impact: \$ 0

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

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

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

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

Have businesses been notified for street closures?: YES NO

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

Any special requirements/conditions Will provide insurance certificate prior to event.

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

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

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

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

ADOPTED: 11.15.11-BOARD ACTION

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The City of Long Beach appreciates your efforts in contributing to the heart and vitality of the City through your proposed Special Event. We recognize that the City of Long Beach is fortunate to have many varied and beautiful parks and friendly streets and neighborhoods, all of which provide wonderful venues at which to hold Special Events.

*A special event is defined as one or more of the following situations occur: (1) Outdoor entertainment is being offered; (2) An admission fee is charged; (3) Vendors sell food products/wares; (4) Carnival games/amusement rides are offered; (5) Attendance is double the estimated population in the area where the event is to be held; (6) Purpose of event is a fundraiser; (7) It interferes with parking, safe movement of pedestrians and/or vehicular traffic in the area; (8) Alcoholic beverages are sold; (9) a sports tournament is involved.*

To preserve the City's natural resources, while still offering enjoyment, the City may permit the temporary use of public properties or roadways for special activities. The City coordinates the review of these events with various City departments to ensure that the events are conducted safely.

The City Clerk's Office will distribute copies of your application to all City departments or agencies affected by your event. These department or agencies will contact you individually only if they have specific questions or concerns about your event.

**PURPOSE:** The purpose of the Special Events Policy is to promote uniform procedures to regulate and permit special event activity at locations under the jurisdiction of the City of Long Beach. The Special Event Application is a starting point for any group or individual who wishes to hold an event, parade, assembly, festival, or similar affair, within the municipal limits of the City of Long Beach.

**SPECIAL EVENT APPLICATION REQUIRED:** This Policy Statement on Special Events covers all special events. Any organization wishing to sponsor or hold a Special Event in the City of Long Beach that takes place on public lands or lands that are controlled by the City of Long Beach will be required to complete the City of Long Beach Special Event Application.

A Special Event within the City of Long Beach that will be conducted on the streets, parks or other public area is required to be approved by the Board of Aldermen. Applications to conduct a Special Event must be made in writing to the Office of the City Clerk. **The Mayor and Board of Aldermen meet on the first and third Tuesday of each month; applications must be received no later than noon on Friday prior to Tuesday's meeting.** Applications are available from the City Clerk's Office and via the City's website at [www.cityoflongbeachms.com](http://www.cityoflongbeachms.com).

The City will provide a complete review of any special event application, including consultation with the applicant as may be reasonably necessary to resolve problems and/or concerns.

ADOPTED: 11.15.11-BOARD ACTION

**Minutes of February 4, 2014  
Mayor and Board of Aldermen**

Sponsors of Special Events should be aware that noise generated by the event could have an impact on the neighborhoods near the event site. Sponsors must be considerate of the neighborhood and be aware of the City Noise Ordinance.

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.

**IMPLEMENTATION**

**Eligibility Requirements:** The application or representative of any business, group or organization that seeks approval to conduct a special event, must be 21 years of age or older and officially designated as the agent of the sponsoring business, group, or organization.

**Application Procedure:** A Special Event Application must be received in the City Clerk's Office no later than ninety (90) days before the first day of the event. An incomplete application may result in denial of your request. We ask that applicants begin the process as early as possible in order that proper approvals and deadlines are met.

Please submit the following information:

- Signed application
- Map (sketch) of event site, detailing street closures, parking requirements, etc.
- Schedule of Event
- Proof of insurance/indemnification (naming City of Long Beach as an "additional insured")

Mapped Routes

A detailed map or diagram indicating the specific locations and layout of the event must be submitted. This should also include any proposed street closures, proposed route and direction of route including all turns and the number of traffic lanes to be used, if applicable.

Routes for special events must be submitted with the license application, regardless of historical precedent. Proposed routes may be altered at the discretion of the Police Department and the Department of Public Works. In the event that the organizer or sponsor of any special event deviates from the route submitted without the approval of the city, the organizer or sponsor of such special event may be denied a permit for any special event for the following calendar year.

**EMERGENCY MEDICAL SERVICES:** Due to the vast number of different types of events, along with the anticipated crowd sizes, at a minimum, all event holders should have knowledge of 911 access and someone who is certified in First Aid/CPR. Also, basic First Aid Stations and/or kits should be on site.

ADOPTED: 11.15.11-BOARD ACTION

**Minutes of February 4, 2014  
Mayor and Board of Aldermen**

**LIABILITY INSURANCE REQUIREMENTS:** To comply with the City's insurance liability carrier, the City must require that all sponsors of a special event 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 named insured party on the policy.

An event sponsor may request that the Board of Aldermen waive the insurance coverage for an event classified as Low Hazard. A Low Hazard event is a small gathering or ceremony involving not more than 50 people, who are passively participating in the activity, without any physical activity by participants or severe exposure to spectators, and no City services are required. An event sponsor of a Low Hazard event must sign a Hold Harmless and Indemnification Agreement as part of its application process.

**City Services:** All costs are the responsibility of the permit holder. The Long Beach Police Department reviews and determines which police services the event requires, and if necessary, the amount of security services for the event. Each City Department will list their cost on the Departmental Use form of the application packet.

**CLEAN UP:** Applicants are responsible for clean up and repairs. 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.

**WRITTEN CONFIRMATION OF CITY APPROVAL:** It is expected that the event coordinator or a representative be present at the Board of Aldermen meeting to answer any possible questions that the aldermen may have regarding your proposed event. **Please note, if questions arise at the Board of Aldermen meeting, and a representative is not present, your request may be denied.**

Upon approval of the Special Event Application, a written confirmation as to the action of the Board of Aldermen will be forwarded to the individual or organization requesting the event by the City Clerk's Office. This confirmation will outline any special conditions that must be met if the event is to be held.

**PLEASE CONTACT THE CITY CLERKS OFFICE, WITH QUESTIONS REGARDING THIS POLICY AT (228) 863-1556.**

ADOPTED: 11.15.11-BOARD ACTION

Minutes of February 4, 2014  
Mayor and Board of Aldermen

CITY OF LONG BEACH  
PARKS AND RECREATION DEPARTMENT  
APPLICATION FOR PERMIT

TOWN GREEN

Group / Individual Name (Permit tee):

*Clark Harbin*

*Highlands and Islands Association of Celtic Gatherings, Inc.*

Telephone Number: *228 343 1949* Home      *228 575 3359* Work      *228 343 1949* Cell

Street Address: *PMB 221 45 Hardy Court*

City *Gulfport* State *MS* Zip *39507*

Type of Event: *Tartan Day Festival*

Start Time: *9am*

Closing Time: *5pm*

It is agreed between the City of Long Beach and the permit tee that the named facility is reserved on  
*April 5, 2014*  
(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 *Clark Harbin*

Date: *1/16/14*

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

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

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of February 4, 2014  
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 Hilllands and Islands Assoc. of Gthic Gatherings, Inc 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 16 day of January, 20 14.

Authorized Signature [Signature] for Hilllands and Islands Assoc. of Gthic Gatherings, Inc

Witness [Signature]

**Minutes of February 4, 2014  
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.

Minutes of February 4, 2014  
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.

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Alderman Parker made motion seconded by Alderman Ponthieux and unanimously carried to approve the Application for Special Event, Main Street – Radish Festival, noting for the record that Main Street is a subsidiary of the city, therefore, no fees would be charged; said application is as follows:

Minutes of February 4, 2014  
Mayor and Board of Aldermen



P.O. Box 929  
Long Beach, MS 39560  
T 228-380-6851  
email: [slaj007@aol.com](mailto:slaj007@aol.com)

January 30, 2014

Mayor Skellie  
Board of Aldermen  
Long Beach, MS

RE: 2014 Radish Festival

Dear Members:

Long Beach Main Street would like to hold a Radish Festival on Saturday, May 17, 2014 at the Harper McCaughan Town Green. It is being planned as a one day event from 10:00 a.m. to 7:00 p.m. The festival is a fundraiser for Long Beach Main Street and will benefit the Long Beach High School Band and the Long Beach Farmers Market.

We will have local bands and groups performing, carnival rides, vendors (crafts and food), and guest speakers (example: Felder Rushing).

Please consider waiving the fees for this event.

Should you have any questions or require any additional information, please contact me at 228-380-6851. Thank you for your consideration and support of the Long Beach Community.

Sincerely,

A handwritten signature in black ink, appearing to read "Shelda Jones", is written over a horizontal line.

Shelda Jones  
Long Beach Main Street Coordinator

Minutes of February 4, 2014  
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: 1/24/14 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 Main Street (Shelda Jones)

Organization Address: 11 Partridge Place

Organization Agent: Shelda Jones Title: Main Street Coord.

Phone: 380-6851 Work Home \_\_\_\_\_ During event 380-6851

Agent's Address: Same as Above

Agent's E-Mail Address: SLAT007@aol.com

Event Name: Radish Festival

Please give a brief description of the proposed special event: Fun filled family event, with concerts, street vendors, carnival rides, car show,

Event Day(s) & Date(s): 17 May 2014 Event Time(s): 8:00 am - 7:00 pm

Set-Up Date & Time: 16 May 2014 Tear-Down Date & Time: 18 May 2014

Event Location: Harper McCaughan Town Green

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

How many years has this event occurred? 1

ADOPTED: 11.15.11-BOARD ACTION

**Minutes of February 4, 2014  
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:

20 - 30 spaces

**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? 3,000 - 5,000

**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.)

electrical, Police, Fire Dept (on call)

ADOPTED: 11.15.11-BOARD ACTION

Minutes of February 4, 2014  
Mayor and Board of Aldermen

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

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

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

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

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

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

1/25/  
Date

Shelley Jones, Coordinator LB Main Street  
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 February 4, 2014  
Mayor and Board of Aldermen

Event Title: Radish Festival

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.: OK Recommend Approval: YES NO Est. Economic Impact: \$ 0

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

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

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

Parks/REC: RP OK 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: Covered by City Ins

Insurance Approved: 1/24/14

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

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

ADOPTED: 11.15.11-BOARD ACTION

**Minutes of February 4, 2014  
Mayor and Board of Aldermen**

The City of Long Beach appreciates your efforts in contributing to the heart and vitality of the City through your proposed Special Event. We recognize that the City of Long Beach is fortunate to have many varied and beautiful parks and friendly streets and neighborhoods, all of which provide wonderful venues at which to hold Special Events.

*A special event is defined as one or more of the following situations occur: (1) Outdoor entertainment is being offered; (2) An admission fee is charged; (3) Vendors sell food products/wares; (4) Carnival games/amusement rides are offered; (5) Attendance is double the estimated population in the area where the event is to be held; (6) Purpose of event is a fundraiser; (7) It interferes with parking, safe movement of pedestrians and/or vehicular traffic in the area; (8) Alcoholic beverages are sold; (9) a sports tournament is involved.*

To preserve the City's natural resources, while still offering enjoyment, the City may permit the temporary use of public properties or roadways for special activities. The City coordinates the review of these events with various City departments to ensure that the events are conducted safely.

The City Clerk's Office will distribute copies of your application to all City departments or agencies affected by your event. These department or agencies will contact you individually only if they have specific questions or concerns about your event.

**PURPOSE:** The purpose of the Special Events Policy is to promote uniform procedures to regulate and permit special event activity at locations under the jurisdiction of the City of Long Beach. The Special Event Application is a starting point for any group or individual who wishes to hold an event, parade, assembly, festival, or similar affair, within the municipal limits of the City of Long Beach.

**SPECIAL EVENT APPLICATION REQUIRED:** This Policy Statement on Special Events covers all special events. Any organization wishing to sponsor or hold a Special Event in the City of Long Beach that takes place on public lands or lands that are controlled by the City of Long Beach will be required to complete the City of Long Beach Special Event Application.

A Special Event within the City of Long Beach that will be conducted on the streets, parks or other public area is required to be approved by the Board of Aldermen. Applications to conduct a Special Event must be made in writing to the Office of the City Clerk. **The Mayor and Board of Aldermen meet on the first and third Tuesday of each month; applications must be received no later than noon on Friday prior to Tuesday's meeting.** Applications are available from the City Clerk's Office and via the City's website at [www.cityoflongbeachms.com](http://www.cityoflongbeachms.com).

The City will provide a complete review of any special event application, including consultation with the applicant as may be reasonably necessary to resolve problems and/or concerns.

ADOPTED: 11.15.11-BOARD ACTION

**Minutes of February 4, 2014  
Mayor and Board of Aldermen**

Sponsors of Special Events should be aware that noise generated by the event could have an impact on the neighborhoods near the event site. Sponsors must be considerate of the neighborhood and be aware of the City Noise Ordinance.

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**IMPLEMENTATION**

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**Application Procedure:** A Special Event Application must be received in the City Clerk's Office no later than ninety (90) days before the first day of the event. An incomplete application may result in denial of your request. We ask that applicants begin the process as early as possible in order that proper approvals and deadlines are met.

Please submit the following information:

- Signed application
- Map (sketch) of event site, detailing street closures, parking requirements, etc.
- Schedule of Event
- Proof of insurance/indemnification (naming City of Long Beach as an "additional insured")

Mapped Routes

A detailed map or diagram indicating the specific locations and layout of the event must be submitted. This should also include any proposed street closures, proposed route and direction of route including all turns and the number of traffic lanes to be used, if applicable.

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**EMERGENCY MEDICAL SERVICES:** Due to the vast number of different types of events, along with the anticipated crowd sizes, at a minimum, all event holders should have knowledge of 911 access and someone who is certified in First Aid/CPR. Also, basic First Aid Stations and/or kits should be on site:

ADOPTED: 11.15.11-BOARD ACTION

**Minutes of February 4, 2014  
Mayor and Board of Aldermen**

**LIABILITY INSURANCE REQUIREMENTS:** To comply with the City's insurance liability carrier, the City must require that all sponsors of a special event 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 named insured party on the policy.

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**City Services:** All costs are the responsibility of the permit holder. The Long Beach Police Department reviews and determines which police services the event requires, and if necessary, the amount of security services for the event. Each City Department will list their cost on the Departmental Use form of the application packet.

**CLEAN UP:** Applicants are responsible for clean up and repairs. 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.

**WRITTEN CONFIRMATION OF CITY APPROVAL:** It is expected that the event coordinator or a representative be present at the Board of Aldermen meeting to answer any possible questions that the aldermen may have regarding your proposed event. **Please note, if questions arise at the Board of Aldermen meeting, and a representative is not present, your request may be denied.**

Upon approval of the Special Event Application, a written confirmation as to the action of the Board of Aldermen will be forwarded to the individual or organization requesting the event by the City Clerk's Office. This confirmation will outline any special conditions that must be met if the event is to be held.

**PLEASE CONTACT THE CITY CLERKS OFFICE, WITH QUESTIONS REGARDING THIS POLICY AT (228) 863-1556.**

ADOPTED: 11.15.11-BOARD ACTION

Minutes of February 4, 2014  
Mayor and Board of Aldermen

CITY OF LONG BEACH  
PARKS AND RECREATION DEPARTMENT  
APPLICATION FOR PERMIT

TOWN GREEN

Group / Individual Name (Permit tee):

Long Beach Main Street (Shelda Jones)

Telephone Number: 380-6851

Street Address: 11 Partridge Place Home Work Cell

City Long Beach State MS Zip 39560

Type of Event: Radish Festival

Start Time: 8:00 AM

Closing Time: 7:00 PM

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

17 May 2014  
(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 Shelda Jones Date: 1/25/14

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

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

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

~ 1 ~

Minutes of February 4, 2014  
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 Shelda Jones, 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<sup>th</sup> day of January, 20 14.

Authorized Signature Shelda Jones

Witness [Signature]

**Minutes of February 4, 2014  
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.

Minutes of February 4, 2014  
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.

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There was no report from the City Attorney.

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There were no public comments regarding general matters not appearing on the agenda.

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Minutes of February 4, 2014  
Mayor and Board of Aldermen

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

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APPROVED:

\_\_\_\_\_  
Alderman Leonard G. Carrubba, Sr., At-Large

\_\_\_\_\_  
Alderman Gary J. Ponthieux, Ward 1

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Alderman Bernie Parker, Ward 2

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Alderman Kelly Griffin, Ward 3

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Alderman Ronnie Hammons, Jr., Ward 4

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Alderman Mark E. Lishen, Ward 5

\_\_\_\_\_  
Alderman Alan Young, Ward 6

\_\_\_\_\_  
Date

ATTEST:

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Rebecca E. Schruoff, City Clerk