

Minutes of December 2, 2025

Mayor and Board of Aldermen

MUNICIPAL DOCKET
REGULAR MEETING OF DECEMBER 2, 2025
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. PUBLIC HEARINGS
 - 1. 307 Woodcrest Drive; assessed to Glen & Julie Powell
- V. PUBLIC COMMENTS
- VI. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
- VII. AMENDMENTS TO THE MUNICIPAL DOCKET
- VIII. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. November 18, 2025 – Regular and Executive
- IX. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 120225
- X. UNFINISHED BUSINESS
 - 1. Request – Follow-up Gateway Phase II; Joel Kozlowski
 - 2. Updated Lease Agreement Long Beach Harbor Resort
- XI. NEW BUSINESS
 - 1. Library Board – Diane Johnson
 - 2. GCRF Grant Agreement
 - 3. Ratify Payment for Moran Hauling
 - 4. Discussion -Speed Limit Change; Alderman Gluffria
 - 5. Discussion – Storage Container Ordinance; Alderman McCaffrey
 - 6. Discussion Asphalt Repair Beatline Road and Spring Drive; Alderman Bonds
 - 7. Appoint – Short Term Rental Committee Member
 - 8. Discussion – Code Plus Fortified Guidelines; Alderman Frazer
- XII. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. PERSONNEL
 - a. Library – Resignation (1)
 - b. Fire Department – Step Increase (1)
 - 3. CITY CLERK
 - 4. FIRE DEPARTMENT
 - 5. POLICE DEPARTMENT
 - 6. ENGINEERING
 - 7. PUBLIC WORKS
 - 8. RECREATION
 - 9. BUILDING OFFICE
 - 11. HARBOR
 - 12. COMMUNITY AFFAIRS
 - 13. DERELICT PROPERTIES
- XIII. REPORT FROM CITY ATTORNEY
- XIV. ADJOURN (OR) RECESS

Minutes of December 2, 2025
Mayor and Board of Aldermen

Be it remembered that one public hearings of the Mayor and Board of Aldermen, Long Beach, Mississippi, were begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in December, 2025, 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 Timothy I. Pierce, Aldermen Donald Frazer, Jesse Allen, Joseph "Joey" Giuffria, Timothy McCaffrey, Jr., Pete L. McGoey (via phone), City Clerk Emma Ward, and City Attorney Stephen B. Simpson, Esq.

Absent: Alderman Patrick Bennett

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

The public hearing to determine whether or not a parcel of property situated in City of Long Beach, located at 307 Woodcrest Drive, Long Beach, MS, and assessed to Glen and Julie Powell is in such a state of uncleanness as to constitute a menace to the public health and safety of the community was called to order.

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

- The Clerk reported that the Notice of Hearing was sent to Glen D. & Julie K. Powell, 307 Woodcrest Drive, Long Beach, MS 39560, and posted on the subject property 307 Woodcrest Drive, Long Beach MS on November 19, 2025. Said notice was delivered November 19, 2025.

Minutes of December 2, 2025
Mayor and Board of Aldermen

11/24/25, 12:22 PM

USPS Tracking®

USPS.com® - USPS Tracking® Results

FAQs >

Tracking Number:
9171999991703763599520

Copy Add to Informed Delivery (https://informedelivery.usps.com/)

Remove X

Latest Update

Your item was picked up at the post office at 4:42 pm on November 19, 2025 in LONG BEACH, MS 39560.

Feedback

Get More Out of USPS Tracking:
USPS Tracking Plus®

Delivered
Delivered, Individual Picked Up at Post Office
LONG BEACH, MS 39560
November 19, 2025, 4:42 pm

Notice Left (No Authorized Recipient Available)
LONG BEACH, MS 39560
November 15, 2025, 12:33 pm

Arrived at USPS Regional Facility
GULFPORT MS DISTRIBUTION CENTER
November 14, 2025, 8:36 am

Hide Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates

https://tools.usps.com/go/TrackConfirmAction?iRef=fullpage&LC=2&tok=28777=&ILabelId=9171999991703763599520%2C&IABr=false 1/2

- The Clerk submitted photographs of 307 Woodcrest Drive, Long Beach, MS taken by Zoning Enforcement Officer Dale Stogner on December 2, 2025, depicting subject property in its present condition; said photographs are as follows:

307 Woodcrest Drive

12-2-25



Minutes of December 2, 2025
Mayor and Board of Aldermen

307 Woodcrest Drive

12-2-25



AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

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

1. That he is serving in the capacity of Zoning Enforcement Officer of the City of Long Beach, Mississippi;
2. That in such capacity, he is responsible for the posting of notices of public hearings for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; he is responsible for the taking of photographs of those certain properties to determine the state of the properties in their then condition on the date of such public hearings; and other matters pertaining to such public hearings and the business of the zoning/code enforcement in and for the City of Long Beach;
3. That on November 19, 2025, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 307 Woodcrest Drive (Tax Map Parcel 06111-03-010.026), Long Beach, Mississippi, assessed to Glen D. & Julie K. Powell, and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on December 2, 2025, the Zoning Enforcement Officer, Dale Stogner, did take and cause to be processed photographs depicting said property in its then condition, to be submitted as exhibits at the public hearing scheduled for December 2, 2025.

This the 2nd day of December, 2025.


EMMA WARD, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 2nd day of December, 2025.

-My Commission Expires- _____ NOTARY PUBLIC

AFFIDAVIT-PHOTOS;POST NOTICE

Minutes of December 2, 2025
Mayor and Board of Aldermen

The Mayor opened the floor for comments from the property owners, Glen & Julie Powell, 307 Woodcrest Drive, Long Beach. The property owners were absent from the public hearing. Whereupon Alderman Frazer made motion seconded by alderman McCaffrey and unanimously carried to close the public hearing.

* * *

There being no further discussion, Alderman Frazer made motion seconded by Alderman Bonds and unanimously carried to deem the property located at 307 Woodcrest Drive, Long Beach, assessed to Glen and Julie Powell to be in compliance.

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in December, 2025, 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 Timothy I. Pierce, Aldermen Donald Frazer, Jesse Allen, Joseph "Joey" Giuffria, Timothy McCaffrey, Jr., Pete L. McGoe (via phone), City Clerk Emma Ward, and City Attorney Stephen B. Simpson, Esq.

Absent: Alderman Patrick Bennett

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

The Mayor opened the floor for public comments and no one came forward to be heard.

There were no announcement, presentations, or proclamation.

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to suspend the rules and amend the municipal docket to add discussion of nuisance animals as #9 under new business.

Minutes of December 2, 2025
Mayor and Board of Aldermen

Alderman Giuffra made motion seconded by Alderman McCaffrey and unanimously carried to approve the Regular and Executive Session Minutes of the Mayor and Board of Aldermen dated November 18, 2025, as submitted.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve payment of invoices listed on Docket of Claims number 120225, as submitted.

There came on for consideration unfinished business regarding the request for a follow up on Gateway Phase II made by Joel Kozlowski. The Mayor recognized the City Attorney for an update whereupon Alderman McCaffrey made motion seconded by Alderman Frazer to spread the letter received from Christian Preus, Landscape Architecture, as follows:



URBAN STUDIO
Memphis, TN



RURAL STUDIO
Ackerman, MS



PASTORAL STUDIO
Foothope, AL



December 2, 2025
City of Long Beach
RE: Long Beach Gateway, Phase 2
Testing Consultant Qualifications

Dear Mayor and Board,

The design team for the Gateway Project has completed its review of the qualifications of the contractor's testing consultant, SC Stevenson Consulting, as requested. Based on the materials provided by Gnarly Construction on November 26, 2025, our team — comprised of Simpkins & Costelli, Inc. and Overstreet Engineering — finds that the proposed testing plan moving forward is adequate and consistent with project specifications. This determination is primarily due to Stevenson Consulting's recent merger with UES, a firm that maintains the required field and laboratory accreditations.

However, we have identified gaps in the qualifications of the technicians and laboratories that performed testing during the early phases of construction.

Accordingly, our team recommends that Gnarly Construction direct its testing consultant to perform destructive testing of the previously completed site concrete work and soil samples in the certified UES laboratory in Pensacola, Florida, under the "certified supervision" of the UES personnel listed in Gnarly's response. This testing and the resulting documentation should be completed **no later than December 31, 2025**. All costs associated with this work, including any corrective actions resulting from material deficiencies, shall remain the responsibility of the contractor.

If Gnarly Construction and Stevenson Consulting are unable to provide the required testing and documentation by the December 31, 2025, deadline, we recommend that the City engage a third-party testing firm with the appropriate field and laboratory accreditations to perform the necessary non-destructive testing of in-place materials. Southern Earth Sciences is our primary recommendation, given their previous involvement in the project's geotechnical design phase; however, we can provide additional qualified alternatives if desired.

Any costs associated with this work or resulting material remediation would likewise be the responsibility of the contractor.

Please advise if the City finds this recommended course of action acceptable.

Sincerely,


Christian Preus, PLA, Principal
CPLA Design + Planning

The Mayor recognized Joel Kozlowski who requested clarification the company performing the testing.
M.B. 111
12.02.25 Reg/Public Hearing

Minutes of December 2, 2025
Mayor and Board of Aldermen

There came on for consideration the Amended Lease Agreement with Long Beach Harbor Resort. Alderman Frazer made motion seconded by Alderman McCaffrey to approve and reinstate said Lease Agreement.

Upon discussion the City Attorney apprised the Mayor and Board of Aldermen of some material differences in the various lease agreements that have been submitted. For clarification, Alderman Frazer stated that his motion is to approve the Amended Lease Agreement dated September 26, 2025.

Upon further discussion Alderman Giuffra made substitute motion seconded by Alderman Allen and unanimously carried to declare an Executive Session for the transaction of public business, to wit: Updated Lease Agreement; Long Beach Harbor Resort.

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

* * *

There was no action required or taken in Executive Session whereupon the meeting resumed in Open Session.

Alderman Frazer restated his previous motion which was seconded by Alderman McCaffrey to approve the amended Lease Agreement with Long Beach Harbor Resort dated September 26, 2025 as submitted. For clarification he stated that this lease would allow gaming South of Highway 90.

The City Attorney was requested to discuss the difference in the leases as it pertains to the Tidelands Act and gaming South of Highway 90.

After considerable discussion and the question being put to a roll call vote by the Mayor. The result are as follows:

Alderman Allen	Aye
Alderman Giuffria	Nay
Alderman Frazer	Aye
Alderman McCaffrey	Aye
Alderman Bonds	Nay
Alderman McGoey	Nay

Minutes of December 2, 2025
Mayor and Board of Aldermen

The question having received the TIE vote of the Alderman present and voting, the Mayor cast a NEGATIVE vote and declared the motion NOT CARRIED.

There came on for consideration a discussion from Library Board President, Diane Johnson. Upon discussion it was determined that the discussion would involve a personnel matter. Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to declare an Executive Session for the transaction of public business, to wit: Personnel matters within the Long Beach Public Library.

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

* * *

The Meeting resumed in Open Session, whereupon there was no action required or taken in Executive Session.

Alderman McCaffrey made Motion seconded by Alderman Frazer and unanimously carried to direct City Attorney to review the matter for consideration at a later date.

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve the GCRF Grant Agreement as follows, and authorize Mayor to execute same:

MISSISSIPPI DEVELOPMENT AUTHORITY
GULF COAST RESTORATION FUND PROGRAM

GRANT AGREEMENT

City of Long Beach
Harrison County, Mississippi
GCRF-23-46

Minutes of December 2, 2025

Mayor and Board of Aldermen

This Grant Agreement ("Agreement"), dated as of November 12, 2025, by and between the Mississippi Development Authority (acting for and on behalf of the State of Mississippi ("MDA") and the City of Long Beach as set forth in Item 1 of Annex A (the "Entity")

WITNESSETH:

WHEREAS, the Gulf Coast Restoration Fund, Section 57-119-1, Mississippi Code of 1972, as amended, was created for the purpose of funding programs or projects that are located in the Gulf Coast region as defined in the federal RESTORE Act, or twenty-five (25) miles from the northern boundaries of the three (3) coastal counties of Harrison, Hancock and Jackson, but not limited to expand beyond the boundaries of Hancock, Harrison, Jackson, Pearl River, Stone and George Counties; and

WHEREAS, these funds are provided for assistance to local units of government, nongovernmental organizations, institutions of higher learning, community colleges, ports, airports, public-private partnerships, private for-profit entities, private nonprofit entities and local economic development entities; and

WHEREAS, MDA is authorized to administer the Gulf Coast Restoration Fund monies upon appropriation by the Legislature; and

WHEREAS, pursuant to Section 1 of Senate Bill 3047 2023 Regular Session of the Mississippi Legislature, the Legislature appropriated Three Million Five Hundred Thousand Dollars (\$3,500,000) to assist the City of Long Beach with its Long Beach Harbor Complex Restoration Project; and

WHEREAS, pursuant to Section 1 of Senate Bill 3057 2024 Regular Session of the Mississippi Legislature, the Legislature reappropriated Three Million Five Hundred Thousand Dollars (\$3,500,000) to assist the City of Long Beach with its Long Beach Harbor Complex Restoration Project; and

WHEREAS, pursuant to Section 1 of Senate Bill 2047 2025 First Extraordinary Session of the Mississippi Legislature, the Legislature reappropriated Three Million Five Hundred Thousand Dollars (\$3,500,000) to assist the City of Long Beach with its Long Beach Harbor Complex Restoration Project; and

WHEREAS, pursuant to the Gulf Coast Restoration Fund Act, Section 57-119, Mississippi Code of 1972, as amended, and the Gulf Coast Restoration Fund Regulations (the "Regulations") adopted by MDA, the Entity has filed an application (the "Application") with MDA for a grant to be used for the development of the Project, more particularly described in Item 2A of Annex A (the "Project"); and

WHEREAS, based upon the Application and other relevant factors, MDA has agreed to provide the Entity with a grant under the Gulf Coast Restoration Fund in the amount set forth in Item 3B of Annex A (the "Grant") under the terms and conditions set forth in Item 4 of Annex A, in order to fund, in part, and develop the Project; and

Minutes of December 2, 2025

Mayor and Board of Aldermen

WHEREAS, in order to receive any funds, the Entity shall comply with the requirements of the Line-Item Appropriation Transparency Act, Section 27-104-351, Mississippi Code of 1972, as amended; and

WHEREAS, the Entity has committed to use the Grant funds for the Project; and

WHEREAS, the Project satisfies the provisions of the Gulf Coast Restoration Fund and the Regulations; and

WHEREAS, the parties hereto agree that it is necessary to provide for and demonstrate compliance with the provisions of the Act;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the parties hereto intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

Section 1. Grant. MDA hereby agrees to make to the Entity and the Entity hereby agrees to accept from MDA a Grant pursuant and subject to the terms of this Agreement and the Gulf Coast Restoration Fund as set forth in Annex A. The Entity hereby agrees that it will apply the proceeds of the Grant only to the costs of the Project as more fully described in the Application. The Grant shall be disbursed by MDA to the Entity in installments as provided in this Agreement pursuant to Item 4 of Annex A. MDA's obligation to make the Grant and to disburse the Grant in installments shall be subject to all of the terms and conditions of this Agreement and the Entity satisfying all of its obligations under this Agreement and the Gulf Coast Restoration Fund.

Section 2. Disbursements. The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions, as well as any others herein set forth:

- a. the Entity shall not be in default under this Agreement or the Gulf Coast Restoration Fund; and
- b. funds appropriated by the Mississippi Legislature; and
- c. the development of the Project shall have progressed at a rate and in a manner reasonably satisfactory to MDA; and
- d. the receipt by MDA of a certificate of a representative of the Entity in the form set forth in Section 3 hereof and the notice required of the Entity set forth in Section 4 hereof for such disbursement in a form satisfactory to MDA. If the Entity fails at any time to meet the conditions precedent to any disbursement of the Grant as specified in the preceding sentence, the obligation of MDA to make further disbursements in connection with the grant shall cease until such time as such condition precedent is met and satisfied. The parties hereto agree that disbursements by MDA to the Entity of the Grant shall be made by June 30, 2026. Any portion of the grant funds not disbursed before June 30, 2026 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

Minutes of December 2, 2025

Mayor and Board of Aldermen

Section 3. Conditions. A condition precedent to all disbursements of the Grant shall be the delivery of a certificate of a representative of the Entity to the effect that:

- a. to the best of its knowledge, the representations and warranties of the Entity contained in this Agreement are true and correct as of the date of the disbursements with the same effect as if made on the date of such disbursements; and
- b. this Agreement has been duly authorized, executed and delivered by the Entity and constitutes a legal, valid and binding obligation of the Entity enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally, and except to the extent that the enforceability of the rights set forth herein may be limited by the availability of any particular remedies; and
- c. this Agreement has not been amended or supplemented or modified since the date of its execution and remains in full force and effect as of the date of the disbursement; and
- d. the authorization, execution and delivery of this Agreement by the Entity, and compliance by the Entity with the provisions hereof, will not conflict with or constitute a breach or default of the Entity's duties hereunder or under any law, administrative regulation, court decree, resolution, charter, bylaw or other agreement to which the Entity is subject or by which it is bound; and
- e. there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best of its knowledge, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to enter into or perform its obligations under this Agreement.

Section 4. Requisitions. A condition precedent to all disbursements of the Grant shall be the presentation to the State Treasurer of a warrant issued by the Department of Finance and Administration of the State or its successor to such duties, which warrant shall be issued under proper requisition signed by the Executive Director of MDA, all pursuant to Section 57-119-1(1). Warrants may only be issued for costs and expenses that are authorized by the Gulf Coast Restoration Fund and the Regulations. No requisition shall be executed by the Executive Director of MDA until the following shall have been satisfied:

- a. The Entity shall have provided MDA with reasonable written notice of the amount of the Grant disbursement requested by the Entity. Such notice shall contain all information necessary to enable MDA

4

to prepare the requisition for a warrant described in this Section 4 including, without limitation, the name and title of the requesting representative of the Entity, the name of the party to be reimbursed and a description of the work product or service. In addition, such notice shall certify that the amount requested is the just amount due at the current time, is for a work product or service which has heretofore been delivered or performed and that all statutory requirements in connection with the acquisition of such work product or service have been complied with by the Entity; and

b. The Entity must provide quarterly reports on the approved reporting form provided by MDA, due January 15, April 15, July 15 and October 15 on the status of the project. The report must include a written description and an itemized report detailing the expenditure of funds or the intended expenditure of any funds that have not been spent; and

- c. The Entity must provide proof of all non-grant funds expended on the project to ensure that GCRF funds are proportionately spent in relation to the total project cost share outlined in the Application; and
- d. MDA shall have indicated in writing its approval of the request for the Grant disbursement; and
- e. Disbursement of any funds shall be contingent upon the Entity complying with the quarterly reporting requirements; and
- f. A final written itemized report on the approved form provided by MDA must be timely submitted when all state funds have been spent.

Section 5. Representations of MDA. MDA makes the following representations as the basis for the undertakings on the part of the Local Sponsor herein contained:

- a. MDA is an agency of the State and is authorized pursuant to the provisions of the Gulf Coast Restoration Fund and the Regulations to enter into the transactions contemplated by this Agreement.
- b. MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.
- c. MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding and enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited:

5

Minutes of December 2, 2025

Mayor and Board of Aldermen

- (1) by bankruptcy, reorganization, or other similar laws limiting the enforceability of creditors' rights generally; or
- (2) by the availability of any discretionary equitable remedies.

Section 6. Representations of the Entity. The Entity makes the following representations as a basis for the Grant and the undertakings on the part of MDA, herein contained:

- a. The Entity has all necessary power and authority to enter into and perform its duties under this Agreement and, when executed and delivered by the respective parties hereto, this Agreement will constitute a legal, valid and binding obligation of the Entity enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited:
 - (1) by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally
 - (2) by the validity of any particular remedy.
- b. The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Entity's duties under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Entity is subject or by which it is bound.
- c. There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Entity required for the execution, delivery or the consummation by the Entity of any of the transactions contemplated by this Agreement and not already obtained.
- d. There is no action, suit proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of the Entity, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to adopt, enter into or perform its obligations under this Agreement or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Entity.
- e. The Entity will not discriminate against any employee or any applicant for employment because of race, religion, color, national origin, sex or age.

6

- f. The Entity shall comply with the terms and provisions of this Agreement and the Act and specifically with the terms set out in Item 4 of Annex A.
- g. The Entity certifies that all of the material information contained in the Application is true and correct as of the date of the Application and the date of this Agreement. The Entity acknowledges that MDA, in making the Grant, is relying upon the truthfulness and correctness of the material information contained in the Application. The Entity further acknowledges that MDA must account for the proper use of funds based on the information in the Application.
- h. The Entity acknowledges that MDA will recover any expended grant funds if the assistance provided was based upon fraudulent information or if the recipient of the assistance fails to meet the performance requirements established by the Entity and MDA and referenced in the Annex A.
- i. The Entity represents and warrants that it will further the purposes of the Act.
- j. Upon request of the MDA or the Office of the State Auditor, the Entity will provide reasonable verification of its compliance with the performance metrics as set out in Annex A. Additionally, the Entity will cooperate fully with MDA and/or the Office of the State Auditor in performing audits from time to time to determine the Entity's compliance with the provision of this Agreement. The Entity further agrees that MDA and/or the Office of the State Auditor shall have the right to inspect books, records, plans and other data related to the Project.
- k. The Entity shall follow General Auditing Standards for financial and other record retention requirements.
- l. The Entity shall comply with the following requirements and responsibilities: enroll in the E-Verify program; display the E-Verify participation posters (English & Spanish) in prominent places that are visible to prospective employees and all employees who are to be verified through the system; comply with the most recent version of the E-Verify Manual; comply with current Form I-9 procedures; initiate E-verify verification procedures for new employees within three (3) business days after each employee has been hired, and record the case verification numbers on the employee's Form I-9 or print the screen containing the verification number and attach it to the employee's Form I-9.
- m. Neither this Agreement, nor the incorporated Application, nor any other

Minutes of December 2, 2025
Mayor and Board of Aldermen

document or instrument delivered to MDA by the Company related to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading. The Company has disclosed, in writing, to MDA all facts that might reasonably be expected to result in a material adverse effect upon the Company's ability to either conduct its business or to carry out this Agreement and the transactions contemplated hereby. The Company or its agents have not knowingly or willfully made or used a document or writing containing any false, fictitious, or fraudulent statement or entry as part of its Application or correspondence or communication with MDA related to this Agreement.

- n. The Entity shall notify the members of the House of Representatives and Mississippi Senate at least five (5) days prior to a public ceremony announcing the award of the grant in their district or any public announcement or ceremony regarding the groundbreaking or opening of a facility, roadway or bridge using grant funds.
- o. The Entity will include the following language on signage regarding any public event or any new facility, roadway or bridge: "Funds were made available for this project by the Mississippi State Legislature."

Section 7. Termination.

- a. MDA may terminate its obligation to honor any disbursement of the Grant at any time prior to any disbursement of the Grant if any event occurs, which would constitute a default under this Agreement.
- b. It is expressly understood and agreed that the obligation of MDA to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi Legislature and the receipt of state funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, or if funds are not otherwise available to MDA, then MDA shall have the right upon ten (10) working days written notice to the Entity to terminate this Agreement without damage, penalty, cost or expense to MDA of any kind whatsoever. The effective date of termination shall be specified in the notice of termination.

Section 8. Notice Addresses. All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by:

- a) certified mail, postage prepaid;
- b) prepaid overnight delivery; or

Minutes of December 2, 2025
Mayor and Board of Aldermen

- c) hand delivery.

For the purposes of this Agreement, notices shall be sent to the parties at the addresses set forth on Item 5 of Annex A hereto or to such other addresses that the parties may designate in writing.

Section 9. Miscellaneous.

- a) No party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other parties. Such consent shall not be unreasonably withheld.
- b) This Agreement has been made by MDA (acting for and on behalf of the State) and the Entity, and no person other than the foregoing and their successors or assigns shall acquire or have any right under or by virtue of this Agreement.
- c) This Agreement shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.
- d) If any section or part of a section of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a section of this Agreement.
- e) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- f) This Agreement shall inure to the benefit of MDA and the Entity and shall be binding upon MDA and the Entity and their respective successors and assigns.
- g) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Mississippi, including its statutes of limitation and without regard to conflict of law principles.

9

All disputes regarding this Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), must be brought or filed in state court in the First Judicial District of Hinds County, Mississippi, which shall be the exclusive forum and jurisdiction for such disputes.

The Parties agree that their choice of laws and exclusive forum set forth above are mandatory and shall not be deemed permissive.

- h) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same agreement.

- i) It is expressly understood and agreed by and between the Parties that this Agreement sets out the understandings between the Parties and that there are no promises, agreements, conditions, understandings, inducements, warranties or representations, either oral or written, express or implied, between them other than as set forth in this Agreement. No amendment, change, modification, or alteration of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement.

- j) This Agreement has been prepared by the efforts of all the parties. In any construction to be made to this Agreement, it shall not be construed against any party on the basis of authorship.

10

Minutes of December 2, 2025
Mayor and Board of Aldermen

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

MISSISSIPPI DEVELOPMENT AUTHORITY
(ACTING FOR AND ON BEHALF OF THE STATE
OF MISSISSIPPI)

By: William V. Cork, Executive Director

ATTEST:

Sarah Wright, Bureau Manager

CITY OF LONG BEACH

By: Tim Pierce
Mayor

ATTEST:

Emma Ward

Emma Ward, City Clerk

Minutes of December 2, 2025
Mayor and Board of Aldermen

Annex A
to
Grant Agreement

Item 1-	Name of Entity: City of Long Beach
Item 2A-	Description of Project: Gulf Coast Restoration Funds to be used to assist the City of Long Beach with bulkhead improvement costs and other eligible expenditures as approved by MDA at the approved project site located at the Long Beach Small Craft Harbor in Long Beach, Harrison County, Mississippi (“Project Site”). Internal labor will not be reimbursable.
Item 2B-	Soft Cost Expenses: Engineering, Architectural, Project Management and other soft costs shall not exceed 10% of this MDA grant amount. Any amount above 10% will be allowed to count toward the local match for the project as a whole.
Item 3A-	Grant Amount: \$3,500,000
Item 3B-	Reappropriated Grant Amount: \$3,500,000
Item 4-	Grant Terms and Conditions

MDA will approve and make available for reimbursement purposes grant funds in an amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000) which amount has been previously approved and allocated with respect to the Project from the Gulf Coast Restoration Fund for the reimbursement of a portion of costs and expenses related to the Project. All documentation for disbursement must be received by June 30, 2026. Any grant funds not disbursed before June 30, 2026 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

The disbursement of grant funds shall be contingent upon the entity complying with the quarterly reporting requirements. No funds will be disbursed by MDA until the Entity has submitted all delinquent quarterly reports.

The Entity commits and warrants that an investment of at least Six Million Two Hundred Fifteen Thousand Seven Hundred Twenty-Three Dollars (\$6,215,723) which will be made to incentivize the development of the project.

Item 5-
Grant Performance Metrics

The Entity commits to meet the following performance metrics as determined by the Entity and MDA: (1) The City will complete the deconstruction of the harbor by June 30, 2026; and (2) The City will complete the harbor project and open the harbor to the public by June 30, 2027 (“Performance Metric Commitments”). In the event that the Entity fails to satisfy the Performance Metric Commitment, then the Entity shall repay the State any expended grant funds.

12

MDA shall provide the Entity with written notice of default and the Entity will be given thirty (30) days following receipt of such notice to cure such default prior to the default payment becoming due and owing.

Item 6-	Address Notice: Mississippi Development Authority Post Office Box 849 Jackson, Mississippi 39205 Attention: Business Incentives City of Long Beach 720 South Cleveland Avenue Long Beach, Mississippi 39560 Attention: Emma Ward, City Clerk
---------	---

Minutes of December 2, 2025
Mayor and Board of Aldermen

MISSISSIPPI DEVELOPMENT AUTHORITY
GULF COAST RESTORATION FUND PROGRAM

GRANT AGREEMENT

City of Long Beach
Harrison County, Mississippi
GCRF-22-46

This Grant Agreement ("Agreement"), dated as of November 12, 2025, by and between the Mississippi Development Authority (acting for and on behalf of the State of Mississippi ("MDA")) and the City of Long Beach as set forth in Item 1 of Annex A (the "Entity")

W I T N E S S E T H:

WHEREAS, the Gulf Coast Restoration Fund, Section 57-119-1, Mississippi Code of 1972, as amended, was created for the purpose of funding programs or projects that are located in the Gulf Coast region as defined in the federal RESTORE Act, or twenty-five (25) miles from the northern boundaries of the three (3) coastal counties of Harrison, Hancock and Jackson, but not limited to expand beyond the boundaries of Hancock, Harrison, Jackson, Pearl River, Stone and George Counties; and

WHEREAS, these funds are provided for assistance to local units of government, nongovernmental organizations, institutions of higher learning, community colleges, ports, airports, public-private partnerships, private for-profit entities, private nonprofit entities and local economic development entities; and

WHEREAS, MDA is authorized to administer the Gulf Coast Restoration Fund monies upon appropriation by the Legislature; and

WHEREAS, pursuant to Section 1 of Senate Bill 3049 2022 Regular Session of the Mississippi Legislature, the Legislature appropriated One Million Dollars (\$1,000,000) to assist the City of Long Beach with its Long Beach Harbor Complex Restoration Project; and

WHEREAS, pursuant to Section 2 of Senate Bill 3047 2023 Regular Session of the Mississippi Legislature, the Legislature appropriated One Million Dollars (\$1,000,000) to assist the City of Long Beach with its Long Beach Harbor Complex Restoration Project; and

WHEREAS, pursuant to Section 2 of Senate Bill 3057 2024 Regular Session of the Mississippi Legislature, the Legislature reappropriated One Million Dollars (\$1,000,000) to assist the City of Long Beach with its Long Beach Habor Complex Restoration Project; and

WHEREAS, pursuant to Section 2 of Senate Bill 2047 2025 First Extraordinary Session of the Mississippi Legislature, the Legislature reappropriated One Million Dollars (\$1,000,000) to assist the City of Long Beach with its Long Beach Harbor Complex Restoration Project; and

WHEREAS, pursuant to the Gulf Coast Restoration Fund Act, Section 57-119, Mississippi Code of 1972, as amended, and the Gulf Coast Restoration Fund Regulations (the "Regulations") adopted by MDA, the Entity has filed an application (the "Application") with MDA for a grant to be used for the development of the Project, more particularly described in Item 2A of Annex A (the "Project"); and

WHEREAS, based upon the Application and other relevant factors, MDA has agreed to provide the Entity with a grant under the Gulf Coast Restoration Fund in the amount set forth in Item 3B of Annex A (the "Grant") under the terms and conditions set forth in Item 4 of Annex A, in order to fund, in part, and develop the Project; and

Minutes of December 2, 2025

Mayor and Board of Aldermen

WHEREAS, in order to receive any funds, the Entity shall comply with the requirements of the Line-Item Appropriation Transparency Act, Section 27-104-351, Mississippi Code of 1972, as amended; and

WHEREAS, the Entity has committed to use the Grant funds for the Project; and

WHEREAS, the Project satisfies the provisions of the Gulf Coast Restoration Fund and the Regulations; and

WHEREAS, the parties hereto agree that it is necessary to provide for and demonstrate compliance with the provisions of the Act;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the parties hereto intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

Section 1. Grant. MDA hereby agrees to make to the Entity and the Entity hereby agrees to accept from MDA a Grant pursuant and subject to the terms of this Agreement and the Gulf Coast Restoration Fund as set forth in Annex A. The Entity hereby agrees that it will apply the proceeds of the Grant only to the costs of the Project as more fully described in the Application. The Grant shall be disbursed by MDA to the Entity in installments as provided in this Agreement pursuant to Item 4 of Annex A. MDA's obligation to make the Grant and to disburse the Grant in installments shall be subject to all of the terms and conditions of this Agreement and the Entity satisfying all of its obligations under this Agreement and the Gulf Coast Restoration Fund.

Section 2. Disbursements. The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions, as well as any others herein set forth:

- a. the Entity shall not be in default under this Agreement or the Gulf Coast Restoration Fund; and
- b. funds appropriated by the Mississippi Legislature; and
- c. the development of the Project shall have progressed at a rate and in a manner reasonably satisfactory to MDA; and
- d. the receipt by MDA of a certificate of a representative of the Entity in the form set forth in Section 3 hereof and the notice required of the Entity set forth in Section 4 hereof for such disbursement in a form satisfactory to MDA. If the Entity fails at any time to meet the conditions precedent to any disbursement of the Grant as specified in the preceding sentence, the obligation of MDA to make further disbursements in connection with the grant shall cease until such time as such condition precedent is met and satisfied. The parties hereto agree that disbursements by MDA to the Entity of the Grant shall be made by June 30, 2026. Any portion of the grant funds not disbursed before June 30, 2026 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

Minutes of December 2, 2025
Mayor and Board of Aldermen

Section 3. Conditions. A condition precedent to all disbursements of the Grant shall be the delivery of a certificate of a representative of the Entity to the effect that:

- a. to the best of its knowledge, the representations and warranties of the Entity contained in this Agreement are true and correct as of the date of the disbursements with the same effect as if made on the date of such disbursements; and
- b. this Agreement has been duly authorized, executed and delivered by the Entity and constitutes a legal, valid and binding obligation of the Entity enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein may be limited by the availability of any particular remedies; and
- c. this Agreement has not been amended or supplemented or modified since the date of its execution and remains in full force and effect as of the date of the disbursement; and
- d. the authorization, execution and delivery of this Agreement by the Entity, and compliance by the Entity with the provisions hereof, will not conflict with or constitute a breach or default of the Entity's duties hereunder or under any law, administrative regulation, court decree, resolution, charter, bylaw or other agreement to which the Entity is subject or by which it is bound; and
- e. there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best of its knowledge, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to enter into or perform its obligations under this Agreement.

Section 4. Requisitions. A condition precedent to all disbursements of the Grant shall be the presentation to the State Treasurer of a warrant issued by the Department of Finance and Administration of the State or its successor to such duties, which warrant shall be issued under proper requisition signed by the Executive Director of MDA, all pursuant to Section 57-119-1(1). Warrants may only be issued for costs and expenses that are authorized by the Gulf Coast Restoration Fund and the Regulations. No requisition shall be executed by the Executive Director of MDA until the following shall have been satisfied:

- a. The Entity shall have provided MDA with reasonable written notice of the amount of the Grant disbursement requested by the Entity. Such notice shall contain all information necessary to enable MDA

Minutes of December 2, 2025

Mayor and Board of Aldermen

to prepare the requisition for a warrant described in this Section 4 including, without limitation, the name and title of the requesting representative of the Entity, the name of the party to be reimbursed and a description of the work product or service. In addition, such notice shall certify that the amount requested is the just amount due at the current time, is for a work product or service which has heretofore been delivered or performed and that all statutory requirements in connection with the acquisition of such work product or service have been complied with by the Entity; and

- b. The Entity must provide quarterly reports on the approved reporting form provided by MDA, due January 15, April 15, July 15 and October 15 on the status of the project. The report must include a written description and an itemized report detailing the expenditure of funds or the intended expenditure of any funds that have not been spent; and
- c. The Entity must provide proof of all non-grant funds expended on the project to ensure that GCRF funds are proportionately spent in relation to the total project cost share outlined in the Application; and
- d. MDA shall have indicated in writing its approval of the request for the Grant disbursement; and
- e. Disbursement of any funds shall be contingent upon the Entity complying with the quarterly reporting requirements; and
- f. A final written itemized report on the approved form provided by MDA must be timely submitted when all state funds have been spent.

Section 5. Representations of MDA. MDA makes the following representations as the basis for the undertakings on the part of the Local Sponsor herein contained:

- a. MDA is an agency of the State and is authorized pursuant to the provisions of the Gulf Coast Restoration Fund and the Regulations to enter into the transactions contemplated by this Agreement.
- b. MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.
- c. MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding and enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited:

5

- (1) by bankruptcy, reorganization, or other similar laws limiting the enforceability of creditors' rights generally; or
- (2) by the availability of any discretionary equitable remedies.

Section 6. Representations of the Entity. The Entity makes the following representations as a basis for the Grant and the undertakings on the part of MDA, herein contained:

- a. The Entity has all necessary power and authority to enter into and perform its duties under this Agreement and, when executed and delivered by the respective parties hereto, this Agreement will constitute a legal, valid and binding obligation of the Entity enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited:

- (1) by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally
- (2) by the validity of any particular remedy.

- b. The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Entity's duties under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Entity is subject or by which it is bound.

- c. There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Entity required for the execution, delivery or the consummation by the Entity of any of the transactions contemplated by this Agreement and not already obtained.

- d. There is no action, suit proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of the Entity, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to adopt, enter into or perform its obligations under this Agreement or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Entity.

- e. The Entity will not discriminate against any employee or any applicant for employment because of race, religion, color, national origin, sex or age.

6

Minutes of December 2, 2025
Mayor and Board of Aldermen

- f. The Entity shall comply with the terms and provisions of this Agreement and the Act and specifically with the terms set out in Item 4 of Annex A.
- g. The Entity certifies that all of the material information contained in the Application is true and correct as of the date of the Application and the date of this Agreement. The Entity acknowledges that MDA, in making the Grant, is relying upon the truthfulness and correctness of the material information contained in the Application. The Entity further acknowledges that MDA must account for the proper use of funds based on the information in the Application.
- h. The Entity acknowledges that MDA will recover any expended grant funds if the assistance provided was based upon fraudulent information or if the recipient of the assistance fails to meet the performance requirements established by the Entity and MDA and referenced in the Annex A.
- i. The Entity represents and warrants that it will further the purposes of the Act.
- j. Upon request of the MDA or the Office of the State Auditor, the Entity will provide reasonable verification of its compliance with the performance metrics as set out in Annex A. Additionally, the Entity will cooperate fully with MDA and/or the Office of the State Auditor in performing audits from time to time to determine the Entity's compliance with the provision of this Agreement. The Entity further agrees that MDA and/or the Office of the State Auditor shall have the right to inspect books, records, plans and other data related to the Project.
- k. The Entity shall follow General Auditing Standards for financial and other record retention requirements.
- l. The Entity shall comply with the following requirements and responsibilities: enroll in the E-Verify program; display the E-Verify participation posters (English & Spanish) in prominent places that are visible to prospective employees and all employees who are to be verified through the system; comply with the most recent version of the E-Verify Manual; comply with current Form I-9 procedures; initiate E-verify verification procedures for new employees within three (3) business days after each employee has been hired, and record the case verification numbers on the employee's Form I-9 or print the screen containing the verification number and attach it to the employee's Form I-9.
- m. Neither this Agreement, nor the incorporated Application, nor any other document or instrument delivered to MDA by the Company related to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading. The Company has disclosed, in writing, to MDA all facts that might reasonably be expected to result in a material adverse effect upon the Company's ability to either conduct its business or to carry out this Agreement and the transactions contemplated hereby. The Company or its agents have not knowingly or willfully made or used a document or writing containing any false, fictitious, or fraudulent statement or entry as part of its Application or correspondence or communication with MDA related to this Agreement.
- n. The Entity shall notify the members of the House of Representatives and Mississippi Senate at least five (5) days prior to a public ceremony announcing the award of the grant in their district or any public announcement or ceremony regarding the groundbreaking or opening of a facility, roadway or bridge using grant funds.
- o. The Entity will include the following language on signage regarding any public event or any new facility, roadway or bridge: "Funds were made available for this project by the Mississippi State Legislature."

Section 7. Termination.

- a. MDA may terminate its obligation to honor any disbursement of the Grant at any time prior to any disbursement of the Grant if any event occurs, which would constitute a default under this Agreement.
- b. It is expressly understood and agreed that the obligation of MDA to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi Legislature and the receipt of state funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, or if funds are not otherwise available to MDA, then MDA shall have the right upon ten (10) working days written notice to the Entity to terminate this Agreement without damage, penalty, cost or expense to MDA of any kind whatsoever. The effective date of termination shall be specified in the notice of termination.

Section 8. Notice Addresses. All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by:

- a) certified mail, postage prepaid;
- b) prepaid overnight delivery; or

Minutes of December 2, 2025

Mayor and Board of Aldermen

- c) hand delivery.

For the purposes of this Agreement, notices shall be sent to the parties at the addresses set forth on Item 5 of Annex A hereto or to such other addresses that the parties may designate in writing.

Section 9. Miscellaneous.

- a) No party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other parties. Such consent shall not be unreasonably withheld.
- b) This Agreement has been made by MDA (acting for and on behalf of the State) and the Entity, and no person other than the foregoing and their successors or assigns shall acquire or have any right under or by virtue of this Agreement.
- c) This Agreement shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.
- d) If any section or part of a section of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a section of this Agreement.
- e) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- f) This Agreement shall inure to the benefit of MDA and the Entity and shall be binding upon MDA and the Entity and their respective successors and assigns.
- g) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Mississippi, including its statutes of limitation and without regard to conflict of law principles.

All disputes regarding this Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), must be brought or filed in state court in the First Judicial District of Hinds County, Mississippi, which shall be the exclusive forum and jurisdiction for such disputes.

The Parties agree that their choice of laws and exclusive forum set forth above are mandatory and shall not be deemed permissive.

- h) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same agreement.
- i) It is expressly understood and agreed by and between the Parties that this Agreement sets out the understandings between the Parties and that there are no promises, agreements, conditions, understandings, inducements, warranties or representations, either oral or written, express or implied, between them other than as set forth in this Agreement. No amendment, change, modification, or alteration of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement.
- j) This Agreement has been prepared by the efforts of all the parties. In any construction to be made to this Agreement, it shall not be construed against any party on the basis of authorship.

Minutes of December 2, 2025
Mayor and Board of Aldermen

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

MISSISSIPPI DEVELOPMENT AUTHORITY
(ACTING FOR AND ON BEHALF OF THE STATE
OF MISSISSIPPI)

By: William V. Cork, Executive Director

ATTEST:

Sarah Wright, Bureau Manager

CITY OF LONG BEACH

By: Tim Pierce
Mayor

ATTEST: Emma Ward

Emma Ward, City Clerk

Annex A
to
Grant Agreement

- Item 1- Name of Entity: City of Long Beach
- Item 2A- Description of Project: Gulf Coast Restoration Funds to be used to assist the City of Long Beach with bulkhead improvement costs and other eligible expenditures as approved by MDA at the approved project site located at the Long Beach Small Craft Harbor in Long Beach, Harrison County, Mississippi ("Project Site"). Internal labor will not be reimbursable.
- Item 2B- Soft Cost Expenses: Engineering, Architectural, Project Management and other soft costs shall not exceed 10% of this MDA grant amount. Any amount above 10% will be allowed to count toward the local match for the project as a whole.
- Item 3A- Grant Amount: \$1,000,000
- Item 3B- Reappropriated Grant Amount: \$1,000,000
- Item 4- Grant Terms and Conditions

MDA will approve and make available for reimbursement purposes grant funds in an amount not to exceed One Million Dollars (\$1,000,000) which amount has been previously approved and allocated with respect to the Project from the Gulf Coast Restoration Fund for the reimbursement of a portion of costs and expenses related to the Project. All documentation for disbursement must be received by June 30, 2026. Any grant funds not disbursed before June 30, 2026 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

The disbursement of grant funds shall be contingent upon the entity complying with the quarterly reporting requirements. No funds will be disbursed by MDA until the Entity has submitted all delinquent quarterly reports.

Grant Performance Metrics

The Entity commits to meet the following performance metrics as determined by the Entity and MDA: (1) The City will complete the deconstruction of the harbor by June 30, 2026; and (2) The City will complete the harbor project and open the harbor to the public by June 30, 2027 ("Performance Metric Commitments"). In the event that the Entity fails to satisfy the Performance Metric Commitment, then the Entity shall repay the State any expended grant funds.

Minutes of December 2, 2025
Mayor and Board of Aldermen

MDA shall provide the Entity with written notice of default and the Entity will be given thirty (30) days following receipt of such notice to cure such default prior to the default payment becoming due and owing.

Item 6-

Address Notice:

Mississippi Development Authority
Post Office Box 849
Jackson, Mississippi 39205
Attention: Business Incentives

City of Long Beach
720 South Cleveland Avenue
Long Beach, Mississippi 39560
Attention: Emma Ward, City Clerk

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to ratify the payment for Moran Hauling as follows:

Kini Gonsoulin

From: Kini Gonsoulin
Sent: Friday, November 21, 2025 10:04 AM
To: Tim Pierce; Donald Frazer (ctedf2017@gmail.com); Patrick Bennett (ward1@longbeachms.gov); Joey Giuffria (ward3@longbeachms.gov); Jesse Allen (ward2@longbeachms.gov); Greg Bonds (ward5@longbeachms.gov); Pete McGoe (plmward6alderman@gmail.com)
Cc: Emma Ward; Stephen B. Simpson (sbsattylaw@gmail.com)
Subject: Permission to cut off-line check

Due to a clerical error, a payment to Moran Hauling for their work on the Railroad Crossings project. The total of the invoice is \$64,671.11. They did submit their invoice in time and need the funds to pay their subs. Please respond to this email at your earliest convenience with a vote to cut this check. Thanks!

Kini A. Gonsoulin
Finance Officer/Deputy City Clerk
City of Long Beach
228-863-1556

Kini Gonsoulin

From: Joey Giuffria
Sent: Friday, November 21, 2025 11:40 PM
To: Patrick Bennett; Greg Bonds; Jesse Allen; Donald Frazer; Kini Gonsoulin
Cc: Tim Pierce; Pete McGoe; Emma Ward; Stephen B. Simpson
Subject: Re: Permission to cut off-line check

Approve

Joey

Get Outlook for iOS

From: Patrick Bennett <pbennett@longbeachms.gov>
Sent: Friday, November 21, 2025 1:35:52 PM
To: Greg Bonds <gbonds@longbeachms.gov>; Jesse Allen <jallen@longbeachms.gov>; Donald Frazer <ctedf2017@gmail.com>; Kini Gonsoulin <kgonsoulin@longbeachms.gov>
Cc: Tim Pierce <tpierce@longbeachms.gov>; Joey Giuffria <jgiuffria@longbeachms.gov>; Pete McGoe <plmward6alderman@gmail.com>; Emma Ward <eward@longbeachms.gov>; Stephen B. Simpson <sbsattylaw@gmail.com>
Subject: Re: Permission to cut off-line check

Approve

Get Outlook for iOS

From: Greg Bonds <gbonds@longbeachms.gov>
Sent: Friday, November 21, 2025 1:35:16 PM
To: Jesse Allen <jallen@longbeachms.gov>; Donald Frazer <ctedf2017@gmail.com>; Kini Gonsoulin <kgonsoulin@longbeachms.gov>
Cc: Tim Pierce <tpierce@longbeachms.gov>; Patrick Bennett <pbennett@longbeachms.gov>; Joey Giuffria <jgiuffria@longbeachms.gov>; Pete McGoe <plmward6alderman@gmail.com>; Emma Ward <eward@longbeachms.gov>; Stephen B. Simpson <sbsattylaw@gmail.com>
Subject: Re: Permission to cut off-line check

Approve
Greg Bonds

Minutes of December 2, 2025
Mayor and Board of Aldermen

Kini Gonsoulin

From: Jesse Allen
Sent: Friday, November 21, 2025 10:13 AM
To: Donald Frazer; Kini Gonsoulin
Cc: Tim Pierce; Patrick Bennett; Joey Giuffria; Greg Bonds; Pete McGoe; Emma Ward;
Stephen B. Simpson
Subject: Re: Permission to cut off-line check

Approve

Get Outlook for Android

From: Donald Frazer <ctedf2017@gmail.com>
Sent: Friday, November 21, 2025 10:05:42 AM
To: Kini Gonsoulin <kgonsoulin@longbeachms.gov>
Cc: Tim Pierce <tpierce@longbeachms.gov>; Patrick Bennett <pbennett@longbeachms.gov>; Joey Giuffria <jgiuffria@longbeachms.gov>; Jesse Allen <jallen@longbeachms.gov>; Greg Bonds <gbonds@longbeachms.gov>; Pete McGoe <plmward6alderman@gmail.com>; Emma Ward <eward@longbeachms.gov>; Stephen B. Simpson <sbsattylaw@gmail.com>
Subject: Re: Permission to cut off-line check

I vote to approve!

Donald
Sent from my iPhone

Kini Gonsoulin

From: Timothy McCaffrey
Sent: Friday, November 21, 2025 9:55 AM
To: Kini Gonsoulin
Subject: Re: Permission to cut off-line check

I approve.

Kini Gonsoulin

From: Pete McGoe
Sent: Friday, November 21, 2025 2:02 PM
To: Donald Frazer; Kini Gonsoulin
Cc: Angie Johnson; bd.parker09@gmail.com; geobass1954@gmail.com; George Bass; mbrownward5@yahoo.com; Patrick Bennett; Stephen B. Simpson; Timothy McCaffrey; Emma Ward
Subject: Re: Permission to cut off-line check

Approve

It came on for discussion, at the request of Alderman Giuffria, changing the speed limit on Railroad Street in Ward 3 from 40 miles per hour to 30 miles per hour. Alderman Giuffra stated that with no sidewalks on either size of the road and businesses in the area there is a concern for safety with a high-speed limit in that area. He further stated that his Ward is adjacent to Gulfport City Limits and that the speed limit is 30 on that side of Railroad. After much discussion, Alderman Giuffra made motion seconded by Alderman Allen to change the speed limit on Railroad Street from Nicholson Avenue to Gulfport City Limits to 30 miles per hour. The question being put to a roll call vote by the Mayor, the result is as follows:

Minutes of December 2, 2025
Mayor and Board of Aldermen

Alderman Allen	Aye
Alderman Giuffria	Aye
Alderman Frazer	Nay
Alderman McCaffrey	Nay
Alderman Bonds	Aye

The motion having received the AFFIRMATIVE vote of a majority of all the alderman present and voting, the Mayor declared the motion CARRIED.

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to table discussion on Storage Container Ordinance until next meeting scheduled on December 16, 2025 at 5:00 pm in the Long Beach City Hall Meeting room.

It came on for discussion asphalt repairs at Beatline Road and Spring Drive whereupon Alderman Bonds stated that there were some rather large dips in the road. After considerable discussion, Alderman Bonds made motion seconded by Alderman Giuffria and unanimously carried to direct City Engineer David Ball and Public Works Manager Mike Glass to look at the area and bring back options to next meeting.

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to appoint Lance Strahan to the Short-Term Rental Committee.

It came on for discussion Code Plus Fortified Guidelines whereupon Alderman Frazer stated that he would have additional information for Mayor and Board and schedule a work session in the future. After considerable discussion there was no action taken or required at this time.

It came on for discussion nuisance animals with in the city limits. Alderman McCaffrey stated that an individual had approached him and offered to trap and remove these nuisance animals at no cost to the city.

Minutes of December 2, 2025
Mayor and Board of Aldermen

After considerable discussion, Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to direct City Attorney Steve Simpson to draft a hold harmless agreement for an outside agency to trap and remove nuisance animals at no cost to the city.

The Mayor updated the Board of Aldermen about the ongoing project in the Harbor with the inner bulk head.

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

- Resignation: Library Director Denise Saucier; G08-4-VIII, effective 12/31/25.

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

- Step Increase: Assistant Fire Chief Tim Darden; FSA-15-XVIII; effective 12/01/25.

There were no Departmental Reports.

No report from the City Attorney.

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

Minutes of December 2, 2025
Mayor and Board of Aldermen

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Patrick Bennett, Ward 1

Alderman Jesse Allen, Ward 2

Alderman Joseph “Joey” Giuffria, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Greg Bonds, Ward 5

Alderman Pete L. McGoey, Ward 6

Date

ATTEST:

Emma Ward, City Clerk