

**Minutes of October 15, 2024  
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET  
REGULAR MEETING OF OCTOBER 15, 2024  
THE MAYOR AND BOARD OF ALDERMEN  
THE CITY OF LONG BEACH, MISSISSIPPI  
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.  
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- I. CALL TO ORDER**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. ROLL CALL AND ESTABLISH QUORUM**
- IV. PUBLIC HEARINGS**
  - 1. 5025 Cleveland Ave & 227E 5<sup>th</sup> Street; assessed to Weigel Revocable Trust**
- V. PUBLIC COMMENTS**
- VI. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
  - 1. Art Competition Winners**
- VII. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VIII. APPROVE MINUTES:**
  - 1. MAYOR AND BOARD OF ALDERMEN**
    - a. October 1, 2024 Regular & Executive Session**
  - 2. PLANNING & DEVELOPMENT COMMISSION**
    - a. October 10, 2024 Regular**
- IX. APPROVE DOCKET OF CLAIMS NUMBER(S):**
  - 1. 101524**
- X. UNFINISHED BUSINESS**
  - 1. Pickleball/Tennis Courts**
  - 2. Mitchell Road Easement**
  - 3. Derelict Property – 625 W Old Pass Road – Alderman McCaffrey**
- XI. NEW BUSINESS**
  - 1. Special Event App & Fee Waiver Req – First Baptist Church; Trunk or Treat**
  - 2. Special Event App & Fee Waiver Req – Radish; Coastal MS Legislative Dinner**
  - 3. Special Event App – City of Long Beach; Tricks! Treats! Trail!**
  - 4. Funding Request – Tricks! Treats! Trail!**
  - 5. Steven Randel – Drainage concerns behind residence; 8014 Crawford Dr.**
  - 6. Proposal – Mississippi Power; LED Lighting on Jeff Davis Ave.**
  - 7. Contract & Notice of Execution – Moran Hauling; Railroad Crossing Imp.**
  - 8. Request to use Meeting Room – Chamber of Commerce**
  - 9. Wreaths Across America – Wendy Griffioen**
  - 10. SMPDD Work Agreement – Youth Program**
- XII. DEPARTMENTAL BUSINESS**
  - 1. MAYOR'S OFFICE**
  - 2. PERSONNEL**
    - a. Fire Dept – New Hire (1)**
  - 3. CITY CLERK**
    - a. Resolution – Harrison County; Rental of Voting Equipment**
    - b. Letter of Engagement – Wolfe, McDuff & Oppie**
    - c. Revenue Expense Report – September 2024**
  - 4. FIRE DEPARTMENT**
  - 5. POLICE DEPARTMENT**
    - a. Interlocal Agreement – Harrison County Swat Team**
    - b. Notice of Lost, Stolen, Abandoned or Misplaced Personal Property**
  - 6. ENGINEERING**
    - a. Authorize Advertisement for Bids – Critical Drainage**
    - b. Amendment – Overstreet; Veterans Memorial at Town Green**
    - c. Change Order – J E Borries; SE Bulkhead**
  - 7. PUBLIC WORKS**
  - 8. RECREATION**
  - 9. BUILDING OFFICE**
  - 10. MUNICIPAL COURT**
  - 11. HARBOR**
  - 12. COMMUNITY AFFAIRS**
  - 13. DERELICT PROPERTIES**
- XIII. REPORT FROM CITY ATTORNEY**
- XIV. ADJOURN (OR) RECESS**

**Minutes of October 15, 2024  
Mayor and Board of Aldermen**

Be it remembered that a public hearing before the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held, at 5:00 o'clock p.m., Tuesday, the 15<sup>th</sup> day of October, 2024, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed by order of the Mayor and Board of Aldermen for holding said public hearing.

There were present and in attendance on said board and at the meeting the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Patrick Bennett, Bernie Parker, Angie Johnson, Timothy McCaffrey, Jr., Mike Brown, Pete L. McGoey, Deputy City Clerk Kini Gonsoulin, and City Attorney Stephen B. Simpson, Esq.

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

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The public hearing was called to order to determine whether or not a parcel of property situated in the City of Long Beach, located at 502 S Cleveland Avenue & 227 E 5<sup>th</sup> Street, Long Beach, MS and assessed to Joanne M & Robert Weigel Revocable Trust, Map Parcel #0612A-03-056.000 & #0612A-03-056.001, is in such a state of uncleanness as to constitute a menace to the public health and safety of the community.

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

- The Clerk reported that Notice of Hearing was sent to Joanne M & Robert Weigel Revocable Trust on September 23, 2024, 2300 S 48<sup>th</sup> Street #1, Lincoln, CA 68506 and posted on the subject property 520 S Cleveland Avenue & 227 E 5<sup>th</sup> Street, Long Beach, Mississippi on September 24, 2024.

# Minutes of October 15, 2024 Mayor and Board of Aldermen



ZONING ENFORCEMENT OFFICER  
P.O. Box 929  
Long Beach, MS 39560  
228-863-1554

September 23, 2024

Joanne M & Robert Weigel Revocable Trust  
2300 S 48<sup>th</sup> Street # 1  
Lincoln, CA 68506

91 7199 9991 7037 6360 6303

Reference: Tax Parcel Number: 502S Cleveland Ave & 227E 5<sup>th</sup> Street; Long Beach, MS 39560  
Parcel Numbers : 0612A-03-056.000 & 0612A-03-056.001

As the City of Long Beach works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our city. As a part of ongoing efforts, Zoning Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows and based on the violations identified, the city requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
Vacant Lots, 301.3	Maintain in a clean, safe, secure, and sanitary condition
Overgrown Property, IPMC 302.4	Cut and clean the property
Weeds, Vines, Tree or Limbs	Remove weeds, vines, limbs
Trash and Debris, IPMC 308.1	Remove/Haul off trash and debris

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

**NOTICE OF HEARING**

if you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the City of Long Beach Mayor and Board of Aldermen on 10/15/2024 at 5:00 PM, in the City Hall Meeting Room located at 201 Jeff Davis Avenue, on the violations set forth above. At this hearing, the Mayor and Board of Aldermen will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Long Beach to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 201 Jeff Davis Avenue, Long Beach, MS, at Least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the Mayor and Board of Aldermen will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgement Rolls. Please contact our office at (228)863-1554, if you have questions regarding this letter. You must call (228)-863-1554 if the corrective actions have been taken within the fourteen (14) day period. Then, upon inspection, if property is in compliance, no further action will be taken.

Respectfully yours,

Dale Stogner  
Zoning Enforcement Officer

cc: Mayor: George Bass  
Alderman: Bernie Parker

Case Number: 000119

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- The Clerk submitted photographs of 502 S Cleveland & 227 E 5th, Long Beach, Mississippi taken by Zoning Enforcement Officer on October 15, 2024, depicting subject property in its present condition; said photographs are as follows:

502 S Cleveland + 227 E 5th

10/15/24



# Minutes of October 15, 2024 Mayor and Board of Aldermen

502 S. Cleveland + 227 E 5th

10/15/24



### 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 uncleanness 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 September 4, 2024, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 502 S Cleveland Avenue & 227 E 5<sup>th</sup> Street (Tax Map Parcel 0612A-03-056.000 & 0612A-03-056.001), Long Beach, Mississippi, assessed to Joanne M & Robert Weigel Revocable Trust, and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on October 15, 2024, 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 October 15, 2024.

This the 15<sup>th</sup> day of October, 2024.

  
KIM GONSOULIN, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 15<sup>th</sup> day of October, 2024.

  
NOTARY PUBLIC

-My Commission Expires-



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

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

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The Mayor and Board of Aldermen took up the matter of the public hearing on the property located at 205 S Cleveland Avenue & 227 E 5th Street, Long Beach, Mississippi, to determine and consider the condition of said property. After conducting the hearing and considering all matters produced there at and after hearing all persons interested and appearing, the Board of Aldermen declared the hearing finally closed. After a discussion of the subject, Alderman Frazer offered and moved the adoption of the following Resolution and Order:

**RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF  
THE CITY OF LONG BEACH, MISSISSIPPI ADJUDICATING THE PROPERTY  
LOCATED AT 205 S CLEVELAND AVENUE & 227 E 5TH STREET, LONG BEACH,  
MISSISSIPPI, TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF  
THE COMMUNITY AND REQUIRING OWNER OF SUCH PROPERTY TO CLEAN  
SAID PROPERTY.**

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

1. That on complaint wherein lies the property known as 205 S Cleveland Avenue & 227 E 5th Street, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after delivering unto property owner notice of violations and Public Hearing on September 23, 2024 to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be October 15, 2024;
2. That, having served the owner of said property, either by registered mail as is evidenced by the return receipt included in the materials produced at said hearing, or by personal service by police officer as evidenced by the return of service of such police officer, or by posting and publication of same, such service being in accordance with said MCA Section 21-19-11, and proof of same being spread upon the minutes of the Governing Authorities taken of such hearing, hereby made a part of the record of these proceedings;
3. That the Mayor and Board of Aldermen having considered testimony evidence adduced at hearing regarding the condition of the subject property and the

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observations of individual Aldermen concerning the condition of the subject property in its condition on the date of hearing, and being fully advised in the premises, do find and adjudicate that the property is, in its present condition, in such a state of uncleanliness as to be a menace to the public health and safety of the community and/or constitutes an attractive nuisance. It is therefore,

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

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 205 S Cleveland Avenue & 227 E. 5th Street, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0612A-03-056.000 & 0612A-03-056.001, and according to said tax records is owned by Joanne M & Robert Weigel Revocable Trust, is at present in such a state of uncleanliness as to be a menace to the public health and safety of the community and/or an attractive nuisance.
2. That the aforesaid owner is hereby ordered to clean said parcel of land within **ten (15) days** from the entry of this Resolution and Order, and that such cleaning shall include:

**Removal of all discarded materials, dangerous items, and such other rubbish and/or debris as described in any notice or as appearing on said property contributing to the property constituting a nuisance and menace overall to the public health and safety, and abate or cause to be abated the conditions otherwise existing and constituting a menace to public safety and health as testified and/or described in general at the hearing.**


3. That in the event that said owner shall fail to complete cleaning of the subject property within **ten (15) days** from entry of this Resolution and Order, then the governing authority shall proceed to clean the subject property as required by paragraph 2, above, by the use of municipal employees or by contract, with the cost of same, together with a penalty of \$1,500.00 or 50% of such actual cost, whichever is greater, to be, at the next regular meeting after completion of such clean-up, assessed against the said parcel of land.

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

Alderman Patrick Bennett	voted	Aye
Alderman Pete McGoey	voted	Aye
Alderman Donald Frazer	voted	Aye
Alderman Mike Brown	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Angie Johnson	voted	Aye
Alderman Bernie Parker	voted	Aye

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this the 15<sup>th</sup> day of October, 2024.

APPROVED:  
  
George L. Bass, Mayor

ATTEST:

  
Stacey Dahl, City Clerk

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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 Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in October, 2024, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Patrick Bennett, Bernie Parker, Angie Johnson, Timothy McCaffrey, Jr., Mike Brown, Pete L. McGoey, Deputy City Clerk Kini Gonsoulin, and City Attorney Stephen B. Simpson, Esq.

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

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No Public Comments were made

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Mayor Bass announced the winners of the 2<sup>nd</sup> Annual Art Competition as follows:

- Djhanel Gonzales
- Savannah Shortridge
- A. Iris Del Duco

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Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to remove item #3 under Unfinished Business Derelict Property – 625 W Old Pass Road from the agenda as this item has been resolved.

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Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to approve the Regular & Executive minutes of the Mayor and Board of Aldermen dated October 1, 2024, as submitted.

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Alderman Johnson made motion seconded by Alderman Brown to approve the Regular minutes of the Planning & Development Commission dated October 10, 2024, as submitted. After discussion, Alderman Brown offered substitute motion seconded by Alderman Frazer and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated October 10, 2024, as submitted with the exception of item #5 under New Business – Certificate of Resubdivision; 20020 Pineville Road to be considered separately.

\* \* \*

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve item #5 under New Business – Certificate of Resubdivision; 20020 Pineville Road from the Regular minutes of the Planning & Development Commission dated October 10, 2024, as the application meets all requirements of the zoning ordinance.

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Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve payment of invoices listed on Docket of Claims number 101524.

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At the request of Mayor Bass, Alderman Brown made motion seconded by Alderman McCaffrey to direct City Engineer David Ball to assemble a bid package Pickleball/Tennis Courts. The question being put to a roll call vote, the result is as follows:

Alderman Patrick Bennett	voted	Aye
Alderman Pete McGoey	voted	Aye
Alderman Donald Frazer	voted	Nay
Alderman Mike Brown	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Angie Johnson	voted	Aye
Alderman Bernie Parker	voted	Aye

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

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There came on for consideration Mitchell Road Easement, whereupon Alderman McGoey made motion seconded by Alderman Brown and unanimously carried to direct City Attorney Steve Simpson to prepare a resolution to abandon referenced easement near 5214 Mitchell Road.

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Derelict Property – 625 W Old Pass Road was removed from the agenda at the beginning of the meeting.

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**Minutes of October 15, 2024  
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Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the following Special Event Application submitted by First Baptist Long Beach for Trunk or Treat, waive all applicable fees and authorize banner placement:



Dr. LaRue Stephens, Senior Pastor  
Rev. Matthew Gaddy, Worship Pastor  
Brenda Davis, Minister of Education

October 9, 2024

The Honorable George L. Bass  
Long Beach City Hall  
201 Jeff Davis Avenue  
Long Beach, MS 39560

Dear Mayor Bass,

First Baptist Church of Long Beach is respectfully requesting consideration for fees to be waived for the use of the Town Green on October 27, 2024 from 5:00 – 7:00 p.m. for the purpose of hosting a community Trunk or Treat event. We are requesting the use of the full facilities at the Town Green, from the stage to the shoe-fly. There will be children's games on the grass lawn from the shoe-fly to the library. Additionally, there will be automobiles staged along 3<sup>rd</sup> Street, Jeff Davis Avenue, and 4<sup>th</sup> Street. We will secure school permission from the Long Beach City School District for use of school property.

Thank you for your consideration of this request. If you have any questions, please do not hesitate to contact me.

Sincerely,

Dr. LaRue Stephens

(228 864-2584 📞

info@fbclb.com ✉️

www.fbclb.com 🌐

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SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: 10/9/24 Time: \_\_\_\_\_ By: CS

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

SUMMARY OF EVENT

Event Title: Trunk or Treat

Please give a brief description of the proposed event:

Free event for families of our city to bring their children to receive candy and gifts from over 35 trunks. Music and games will be available for all to enjoy.

Event Day Date (s): October 27, 2024 Event Time (s): 5:30-7:30 pm

Set-Up Date & Time: Oct. 27, 2024 2:00 pm Tear-Down Date & Time: Oct. 27, 2024 8:00 pm

Event Location:  Town Green  Downtown  Other – Public Park or Right of Way

Event Location Description: Full facilities from the stage to the shoe-fly

Sponsoring Organization's Legal Name: First Baptist Church of Long Beach

Organization Agent: Dr. LaRue Stephens

Phone: 228-864-2584 Home: \_\_\_\_\_ Cell: 228-806-3651 During Event

Agent's Address: 10 Citadel Circle Long Beach, MS 39560

Agent's E-mail Address: larue@fbclb.com

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

How many years has this event occurred? 6 years

ADAPTED BY ARDA 03/19/11

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

**STREET CLOSURES:** Start Date/Time: None 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**

\*Applicant/Event Organizer is responsible for appropriate Vendor permitting through the Long Beach Building Office.

**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

**ATTENDANCE:** What is expected (estimated) attendance for this event? 800 - 1000

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

\*Applicant/Event Organizer is responsible for appropriate Amusement permitting through the Long Beach Building Office.

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

If yes, how many? \_\_\_\_\_

**GARBAGE RECEPTABLES:** Are you planning to provide additional garbage cans at the event? YES  **NO**  If yes, how many? \_\_\_\_\_

As an event organizer, you must consider the availability of restroom facilities and garbage receptacles during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the restroom facilities and garbage receptacles in the immediate area of the event venue and then identify the

Adopted by M&G&A 03/19/24

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potential need for portable facilities or extra garbage cans. Remember to identify accessible facilities for ADA requirements as well.

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

Sound system if available at the stage. For use with announcements and music.

**INSURANCE:** All sponsors of special events must carry liability insurance with minimum coverage of \$1,000,000 (1 million). An event sponsor must provide a valid certificate of insurance naming the City of Long beach as an additional insured party on the policy.

**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 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.

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.

October 9, 2024  
Date

Dr. J. Rue Stephens  
Signature of Sponsoring Organization's Agent

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

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Event Title: Trunk or Treat

**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 departments has been met.

Police Dept: MM Recommended Approval:  YES  NO Est. Economic Impact: \$ 0

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

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

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

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

Have businesses been notified for street closures?: YES NO

Reason for disapproval:

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

Any special requirements/conditions:

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

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

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

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

Adopted by MBOA 03/19/24





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October 27, 2024  
Sunday  
Trunk or Treat  
2:00pm - 8:00pm  
Town Green

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

Group / Individual Name (Permit tee):

First Baptist Church

Telephone Number: 228-864-2584 228-806-3651  
Home Work Cell

Street Address: 300 North Cleveland Avenue

City Long Beach State MS Zip 39560

Type of Event: Trunk or Treat

Start Time: 2:00 pm Setup Actual event 5:30 - 7:30 pm

Closing Time: 8:00 pm

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

Sunday, October 27, 2024

(Date)  
Town Green

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: Dr. J. Rue Stephens Date: October 9 2024

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

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

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

~ 1 ~

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STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
SECOND JUDICIAL DISTRICT

**RELEASE AND IDNEMNITY**

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3<sup>rd</sup> Street, I/we Dr. LaRue Stephens / FBC Long Beach, 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 9<sup>th</sup> day of October, 2024.  
Authorized Signature Dr. LaRue Stephens  
Witness [Signature]

**Minutes of October 15, 2024  
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 approve the by the Parks and Recreation Department.

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

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

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

Initial 

~ 3 ~

Minutes of October 15, 2024  
Mayor and Board of Aldermen

**FEES:**

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

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


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

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

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

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

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

Initial 

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**Minutes of October 15, 2024  
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to approve the following Special Event Application submitted by Radish for Coastal Mississippi Legislative Dinner, and waive all applicable fees:

City of Long Beach  
Mayor's Office  
201 J.R. Davis Avenue  
Long Beach, MS 39560

Radish  
200 J.R. Davis Avenue #1  
Long Beach, MS 39560

RE: Fee waiver for use of Harper McCaughan Town Green

Mayor Burt:

Radish will be hosting Coastal Mississippi, the state town in honor of our state's many members of the Mississippi Senate and House of Representatives on October 21-22, 2024, making plans to use the Town Green and are requesting a waiver of fees for the event. We would be grateful if you and the Board of Aldermen could approve this request.

Many thanks



Radish, Chef and Owner

Minutes of October 15, 2024  
Mayor and Board of Aldermen



SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: 10/16/24 Time: \_\_\_\_\_ By: CS

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

SUMMARY OF EVENT

Event Title: Coastal and Legislative Dinner

Please give a brief description of the proposed event:

Dinner for Coast Legislators

Event Day Date (s): 10/21 Event Time (s): 6:30

Set-Up Date & Time: 1:00 pm Tear-Down Date & Time: 9:00 pm

Event Location:  Town Green  Downtown  Other - Public Park or Right of Way

Event Location Description: Beaches/Walkway Behind Splash Pad

Sponsoring Organization's Legal Name: Radisl

Organization Agent: William Rester

Phone: 601 543-6716 Home: \_\_\_\_\_ Cell: \_\_\_\_\_ During Event

Agent's Address: 4 Pecan Cr Long Beach MS 39560

Agent's E-mail Address: info@radisl.orgbeach.com

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

How many years has this event occurred? —

Adopted by MBOA 02/14/21

Minutes of October 15, 2024  
Mayor and Board of Aldermen

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

**STREET CLOSURES:** Start Date/Time: \_\_\_\_\_ Through Date/Time: \_\_\_\_\_

**RESERVED PARKING:** Are you requesting reserved parking? YES  NO

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

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

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

\*Applicant/Event Organizer is responsible for appropriate Vendor permitting through the Long Beach Building Office.

**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

**ATTENDANCE:** What is expected (estimated) attendance for this event? 50

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

\*Applicant/Event Organizer is responsible for appropriate Amusement permitting through the Long Beach Building Office.

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

If yes, how many? \_\_\_\_\_

**GARBAGE RECEPTABLES:** Are you planning to provide additional garbage cans at the event? YES  NO  If yes, how many? \_\_\_\_\_

As an event organizer, you must consider the availability of restroom facilities and garbage receptacles during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the restroom facilities and garbage receptables in the immediate area of the event venue and then identify the

Adopted by MBOA 03/19/24

**Minutes of October 15, 2024  
Mayor and Board of Aldermen**

potential need for portable facilities or extra garbage cans. Remember to identify accessible facilities for ADA requirements as well.

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

**INSURANCE:** All sponsors of special events must carry liability insurance with minimum coverage of \$1,000,000 (1 million). An event sponsor must provide a valid certificate of insurance naming the City of Long beach as an additional insured party on the policy.

**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 and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

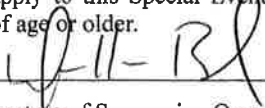
All food vendors must be approved by the Harrison County Health Department.

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

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

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

10/10/24  
Date

  
Signature of Sponsoring Organization's Agent

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



Minutes of October 15, 2024  
Mayor and Board of Aldermen

Event Title: Coastal MS Legislative Dinner

**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 departments has been met.

Police Dept: [Signature] Recommended Approval:  YES  NO Est. Economic Impact: \$ \_\_\_\_\_

Fire Dept: [Signature] Recommended Approval:  YES  NO Est. Economic Impact: \$ \_\_\_\_\_

Public Works: MG <sup>CS</sup> Recommended Approval:  YES  NO Est. Economic Impact: \$ 0

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

Parks/Rec: [Signature] Recommended Approval:  YES  NO Est. Economic Impact: \$ 0

Have businesses been notified for street closures?: YES  NO

Reason for disapproval:

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

Any special requirements/conditions:

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



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

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

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

Adopted by MBOA 03/19/24

Minutes of October 15, 2024  
Mayor and Board of Aldermen

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 10/10/2024		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
<b>PRODUCER</b> Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306			<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL: support@nextinsurance.com ADDRESS:		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Totally Radical, LLC 200 Jeff Davis Ave Long Beach, MS 39560			INSURER A: Next Insurance US Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 16285	
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b> 029473502		<b>REVISION NUMBER:</b>		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSQ VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	NXTPQJPCJV-02-GL	08/08/2024	08/08/2025	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$5,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$1,000,000.00 PRODUCTS - COMP/OP AGG \$1,000,000.00 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - FA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability Coverage	X	NXTPQJPCJV-02-GL	08/08/2024	08/08/2025	Each Occurrence: \$500,000.00 Aggregate: \$500,000.00
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</b> The Certificate Holder is City of Long Beach Mississippi. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the Insured, and are subject to policy terms and conditions.						
<b>CERTIFICATE HOLDER</b> City of Long Beach Mississippi 201 Jeff Davis Ave Long Beach, MS 39560			<b>LIVE CERTIFICATE</b>  Click or scan to view		<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
			AUTHORIZED REPRESENTATIVE 			

# Minutes of October 15, 2024 Mayor and Board of Aldermen



## CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
10/10/2024

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

<b>PRODUCER</b> Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (855) 222-5919      FAX (A/C, No): E-MAIL: support@nextinsurance.com ADDRESS: PRODUCER CUSTOMER ID:														
<b>INSURED</b> Totally Radical, LLC 200 Jeff Davis Ave Long Beach, MS 39560	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Next Insurance US Company</td> <td>16285</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Next Insurance US Company	16285	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**      **CERTIFICATE NUMBER:** 029473502      **REVISION NUMBER:** \*

**LOCATION OF PREMISES / DESCRIPTION OF PROPERTY** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/> PROPERTY	NXTLJK9RQ-02-CP	08/08/2024	08/08/2025	BUILDING	\$	
	CAUSES OF LOSS				DEDUCTIBLES	<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$70,000.00
	BASIC				BUILDING	<input checked="" type="checkbox"/> BUSINESS INCOME	\$Included
	BROAD				CONTENTS	<input checked="" type="checkbox"/> EXTRA EXPENSE	\$Included
	<input checked="" type="checkbox"/> SPECIAL				\$500.00	RENTAL VALUE	\$
	EARTHQUAKE					BLANKET BUILDING	\$
	WIND					BLANKET PERS PROP	\$
	FLOOD					BLANKET BLDG & PP	\$
							\$
							\$
	<input type="checkbox"/> INLAND MARINE	TYPE OF POLICY			EQUIPMENT	\$	
	CAUSES OF LOSS				MISC TOOLS	\$	
	NAMED PERILS	POLICY NUMBER			BORROWED TOOLS	\$	
	OPEN PERILS					\$	
	<input type="checkbox"/> CRIME					\$	
	TYPE OF POLICY					\$	
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$	
						\$	
						\$	

**SPECIAL CONDITIONS / OTHER COVERAGES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

<b>CERTIFICATE HOLDER</b> City of Long Beach Mississippi 201 Jeff Davis Ave Long Beach, MS 39560	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Minutes of October 15, 2024  
Mayor and Board of Aldermen

October 21, 2024  
Monday  
Coastal Legislative  
Dinner  
1:00 pm - 6:00 pm  
Town Green

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

Group/Individual Name (Permit tee): Radish Restaurant  
Telephone Number: 100 Jeff Davis  
Home Work Cell  
Street Address: 228-328-8144  
City Long Beach State MS Zip 39560  
Type of Event: Coastal MS Legislative Dinner  
Start Time: 1:00 pm.  
Closing Time: 6:00 pm.

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on  
October 21, 2024  
(Date)  
Monday, Town Green

- 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 [Handwritten Signature] Date: 10/10/24

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of October 15, 2024  
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 [Signature], 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 10<sup>th</sup> day of October, 2024.

Authorized Signature [Signature]

Witness [Signature]

**Minutes of October 15, 2024  
Mayor and Board of Aldermen**

**LONG BEACH TOWN GREEN RULES AND REGULATIONS**

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

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

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

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

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

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

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

Initial 

~ 3 ~

Minutes of October 15, 2024  
Mayor and Board of Aldermen

**FEES:**

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

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

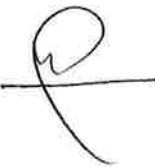
**Clean-up Fee** - \$200.00 for events - **\$300.00 for festivals**, this fee is refundable. You are responsible for cleaning up after your event/festivals, if you fail to do so your cleanup fee will not be refunded to you. The property will be inspected at the end of your event/festival.

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

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

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

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

Initial 

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Minutes of October 15, 2024  
Mayor and Board of Aldermen

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Special Event Application submitted by City of Long Beach for Tricks! Treats! Trail!:

October 18, 2024  
Saturday  
5:00 pm - 6:30 pm  
Halloween Trail  
L.B. Fitness Trail



**SPECIAL EVENT APPLICATION**

Date Received By Clerk's Office: 10/18/24 Time: \_\_\_\_\_ By: CS

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

**SUMMARY OF EVENT**

Event Title: Tricks! Treats! Trail!

Please give a brief description of the proposed event:

Halloween trail with candy for the community

Event Day Date (s): Oct. 18th Event Time (s): 5:00 pm - 6:30 pm

Set-Up Date & Time: 8:00 am Tear-Down Date & Time: 8:00 pm

Event Location:  Town Green  Downtown  Other - Public Park or Right of Way

Event Location Description: Long Beach Fitness Trail

Sponsoring Organization's Legal Name: City of Long Beach

Organization Agent: Courtney Cuevas

Phone: \_\_\_\_\_ Home: \_\_\_\_\_ Cell: \_\_\_\_\_ During Event

Agent's Address: 201 Jeff Davis Ave

Agent's E-mail Address: courtney.cuevas@cityoflongbeachms.com

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

How many years has this event occurred? 1

Approved by: MPOA 10/19/24



# Minutes of October 15, 2024 Mayor and Board of Aldermen

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

**STREET CLOSURES:** Start Date/Time: \_\_\_\_\_ Through Date/Time: \_\_\_\_\_

**RESERVED PARKING:** Are you requesting reserved parking? YES  NO

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

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

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

\*Applicant/Event Organizer is responsible for appropriate Vendor permitting through the Long Beach Building Office.

**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

**ATTENDANCE:** What is expected (estimated) attendance for this event? 800

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

\*Applicant/Event Organizer is responsible for appropriate Amusement permitting through the Long Beach Building Office.

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

If yes, how many? \_\_\_\_\_

**GARBAGE RECEPTABLES:** Are you planning to provide additional garbage cans at the event? YES  NO  If yes, how many? \_\_\_\_\_

As an event organizer, you must consider the availability of restroom facilities and garbage receptacles during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the restroom facilities and garbage receptables in the immediate area of the event venue and then identify the

Adopted by MBOA 03/19/21

Minutes of October 15, 2024  
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potential need for portable facilities or extra garbage cans. Remember to identify accessible facilities for ADA requirements as well.

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

parks rec → tables, chairs, assist set up

**INSURANCE:** All sponsors of special events must carry liability insurance with minimum coverage of \$1,000,000 (1 million). An event sponsor must provide a valid certificate of insurance naming the City of Long beach as an additional insured party on the policy.

**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 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.

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

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

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

10/8/24  
Date

[Signature]  
Signature of Sponsoring Organization's Agent

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

Minutes of October 15, 2024  
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Event Title: Tricks, Treats, Trail

**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 departments has been met.

Police Dept: ML Recommended Approval: ~~YES~~ NO Est. Economic Impact: \$ 75

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

Public Works: ML Recommended Approval: YES ~~NO~~ Est. Economic Impact: \$ \_\_\_\_\_

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

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

Have businesses been notified for street closures?: YES NO

Reason for disapproval:

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

Any special requirements/conditions:

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

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

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

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

Adopted by MBOA 03/19/24

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Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman McCaffrey to approve the following funding for the Tricks! Treats! Trail! event:

City of Long Beach



October 7, 2024

Long Beach Mayor and Board of Aldermen  
201 Jeff Davis Avenue  
Long Beach, MS 39560

Dear Mayor and Board:

Last year the City of Long Beach hosted the first annual Tricks! Treats! Trail!. This year the event will take place on Friday, October 18<sup>th</sup> at the Long Beach Fitness Trail behind the Senior Center.

The Halloween Trail is a free and safe community event for individuals of all ages to enjoy. We encourage children and adults to dress up in Halloween costumes to enjoy a family-friendly afternoon. In 2023, we received donations from local businesses, community members, and members of the Board of Aldermen. In the first year, 800 to 1,000 community members attended the event and enjoyed the night with their family members. Unfortunately, the trail ran out of donated candy within the first 30 minutes of the event.

I am asking the board to please consider donating \$800 to ensure we have enough supplies for the trail. Last year we had to end the event a little early and turn children away who were so excited and dressed up. This year our goal is to make sure every child gets the same happy experience. I hope you and your families can attend the event or sign up to volunteer.

Thank you all for your time and consideration.

Sincerely,

Courtney Cuevas  
Community Affairs Director

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

After discussion, Alderman Bennett offered a substitute motion seconded by Alderman McGoey and unanimously carried to authorize an expenditure of \$1,200.00 for the above-mentioned event.

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Mayor Bass Recognized Steven Randel of 8014 Crawford Drive, Long Beach, MS, who requested an update on the drainage project behind his home in Castine Point. An explanation was offered to Mr. Randel that this phase of the subdivision has yet to be accepted for maintenance by the City and the drainage project was the responsibility of the developer. Alderman Frazer offered to reach out to the developer to get an update.

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There came on for discussion the following proposal from Mississippi Power to upgrade the light fixtures on Jeff Davis Avenue:

2992 West Beach Boulevard  
P O Box 4079  
Gulfport, Mississippi 39502-4079



10/7/2024

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

Re: Jeff Davis Street Lighting

To: Mayor Bass

Mississippi Power Company (MPC) appreciates the opportunity to provide a lighting proposal for your facility in Long Beach, MS. Our proposal includes the installation of new LED Fixtures that will provide a clean, uniform, white colored light.

The advantages of using MPC to provide your lighting installation and maintenance includes our call center and online customer service center, over 90+years of lighting experience, quick response from local experienced employccs, utility-grade material, and consolidated billing on your existing MPC monthly bill. MPC recommends the following option for your lighting system:

**Scope of Work:**

- Remove – (55) 150Watt HPS Acorns
- Install – (55) 75Watt LED Acorns
- MPC will take over ownership and maintenance of all underground wiring and poles

**Monthly Cost: \$2,059.75\*\* + Tax (Upfront Cost: \$0.00)**

*\*\*3-year minimum term required and includes complete maintenance of fixtures, brackets and poles. Applicable taxes not included.*

The pricing in this proposal is good for 60 days. Typical material lead time is 6-8 weeks. This document contains trade secrets proprietary to Mississippi Power and shall not be disclosed to any other party.

Once you are ready to move forward with the installation or if you have any questions, please give me a call. Thank you again for the opportunity to work with you to provide your lighting needs.

Sincerely,

Daniel Reid  
Cell: 228-264-0192  
[dgreid@southernco.com](mailto:dgreid@southernco.com)

**Proprietary and Confidential Information**

After further discussion, Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to approve the foregoing proposal for LED Lighting on Jeff Davis Avenue.

Minutes of October 15, 2024  
Mayor and Board of Aldermen

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Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Contract and Notice of Execution with Moran Hauling for Railroad Crossing Improvements, and authorize the Mayor to execute same:

City of Long Beach



October 15, 2024

Moran Hauling, Inc.  
10380 Three Rivers Road  
Gulfport, MS 39503

**NOTICE OF EXECUTION:**

Re: STP-0295-00(021)LPA/108427-701000  
Long Beach Railroad Crossing Grade Improvements  
City of Long Beach, Mississippi, Harrison County

Dear Sir/Madam:

This is your formal notice that the attached contract documents have been executed. After submittals are approved, any fabrication of needed materials can begin. Moran Hauling, Inc. should request in writing a Notice to Proceed Date within the time frame stated in the NTB in the contract documents. Contract time charges will begin at the Notice to Proceed Date.

Prior to commencement of the work, a preconstruction conference shall be held for the purpose of discussing essential matters pertaining to the prosecution and satisfactory completion of the work. Moran Hauling, Inc. will be responsible for scheduling the preconstruction conference and will notify the Project Engineer in writing 14 days prior to the requested conference date. In addition to any attendees listed in the contract documents, it is requested that the EEO Officer and the DBE Liaison Officer or their representative attend the preconstruction conference. The name, telephone number and local address of the superintendent or agent who will supervise the work as provided in Subsection 105.05 of the Standard Specification shall be provided

Your special attention is invited to Subsection 105.06, 107.18, 107.10, 108.01.1, and 104.04 of MDOT's Mississippi Standard Specification for Road and Bridge Construction.

We attach hereto for your records a copy of your proposal and contract documents on the above captioned project. A blank copy is attached for your field office.

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

**Minutes of October 15, 2024  
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When submitting a request for permission to subcontract, please use forms RPS-1, NRAA-1 and SCC-1 available online as a link in the Project Development Manual for Local Public Agencies at <http://mdot.ms.gov/documents/mdot%20lpa/Manuals/PDM%20Manual.pdf> under Section 7.1 Subcontracts.

Very Truly Yours,



George Bass  
Mayor

PC: Mitchell Young, MDOT LPA Engineer  
David Seyfarth, LPA CE&I Engineer  
Chuck Starita, MDOT District LPA Engineer

**LOCAL PUBLIC AGENCY (LPA)**

**SECTION 902**

CONTRACT FOR Moran Hauling  
LOCATED IN THE COUNTY(IES) OF Harrison  
STATE OF MISSISSIPPI, \_\_\_\_\_

This Contract is entered into by and between the Local Public Agency

City of Long Beach (the "LPA") and the undersigned contractor (the "Contractor"), as follows.

As consideration for this Contract, the LPA agrees to pay the Contractor the amount(s) set out in the Proposal attached hereto. Said payment will be made in the manner and at the time(s) specified in the Specifications and/or Special Provisions, if any. In exchange for said consideration, the Contractor hereby agrees to accept the prices stated in the Proposal as full compensation for the furnishing of all labor, materials and equipment, and the execution of the scope of work identified for this referenced Project as contemplated in this Contract, and as more fully outlined in the Contract Documents (the "Work"). The Contract Documents consist of the Advertisement, the Notice to Bidders, the Proposal, the Specifications, the Special Provisions, and the approved Plans, all of which are hereby made a part of this Contract and incorporated herein by reference.

The Contractor shall be responsible for all loss or damage arising out of, or in any way in connection with the Work, or from any unforeseen obstructions or difficulties that may be encountered in the prosecution of the Work, and for all risks of every description connected with the Work, with the exception of any items specifically excluded in the Contract Documents. The Contractor shall fully and faithfully complete the Work in a good and workmanlike manner, according to the Contract Documents and any Supplemental Agreements thereto.

The Contractor further agrees that the Work shall be done under the direct supervision of, and to the complete satisfaction of, the LPA, or their authorized representative(s), and, when federal funds are involved, subject to the inspection at all times by the Mississippi Department of Transportation or the Federal Highway Administration, or its agents, and/or the agents of any other state or federal agency whose funds are involved. Further, the Work shall be done in accordance with any applicable state and federal laws, and any such rules and regulations issued by the Mississippi Transportation Commission and/or any relevant Federal Agency.

The Contractor agrees that all labor as outlined in the Contract Documents may be secured from a list furnished by the Manager of the Win Job Center nearest the project location, or any successor thereto.

It is agreed and understood that each and every provision of law and clause required by law to be inserted into this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein. If through mere mistake or otherwise, any such provision is not inserted, then upon the application of either party hereto, the Contract shall be physically amended to make such insertion.

Rev. 10/6/2023

Minutes of October 15, 2024  
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LOCAL PUBLIC AGENCY (LPA)

The Contractor agrees that he has read each and every clause of the Contract Documents, and fully understands the meaning of same, and hereby acknowledges that he will comply with all terms, covenants and agreements therein.

Witness our signatures, this the 15<sup>th</sup> day of October, 2024.

Moran Handling Inc  
Contractor

By: [Signature]  
Title: President



Danielle James  
Signed and sealed in the presence of: (name and address of witness)

Danielle James  
1030 Three Rivers Ln Gulfport MS 39503

City of Long Beach (LPA)

[Signature]  
LPA Official

Kimi Dawson  
LPA Clerk

Award authorized by the LPA in session on the 15<sup>th</sup> day of October, 2024.  
Minute Book No. 107, Page No. \_\_\_\_\_.

Rev. 10/6/2023

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**Minutes of October 15, 2024  
Mayor and Board of Aldermen**

Alderman Bennett made motion seconded by Alderman Frazer and unanimously carried to approve the following request from Long Beach Chamber of Commerce to use the City Hall Meeting Room:



Mississippi Gulf Coast Chamber of Commerce, Inc.



Connect



Inform



Advocate



Develop

Dear Long Beach Board of Alderman,

On behalf of the Long Beach Chamber of Commerce Board of Directors, we would like to thank you for supporting the Long Beach Chamber. The Chamber is requesting that The Long Beach Chamber can start having their monthly board meetings at City Hall.

The dates are as followed:

- Thursday, November 21<sup>st</sup>, 2024, 3:00 pm -5:00 pm.
- Thursday, January 16<sup>th</sup>, 2025, 4:00 pm-5:00 pm.
- Thursday, February 20<sup>th</sup>, 2025, 4:00 pm-5:00 pm.
- Thursday, March 20<sup>th</sup>, 2025, 4:00 pm-5:00 pm.
- Thursday, April 17<sup>th</sup>, 2025, 4:00 pm-5:00 pm.
- Thursday, May 15<sup>th</sup>, 2025, 4:00 pm-5:00 pm.
- Thursday, June 19<sup>th</sup>, 2025, 4:00 pm-5:00 pm.
- Thursday, July 17<sup>th</sup>, 2025, 4:00 pm-5:00 pm.
- Thursday, August 21<sup>st</sup>, 2025, 4:00 pm-5:00 pm.
- Thursday, September 18<sup>th</sup>, 2025, 4:00 pm-5:00 pm.
- Thursday, October 16<sup>th</sup>, 2025, 4:00 pm-5:00 pm.
- Thursday, November 13<sup>th</sup>, 2025, 4:00 pm-5:00 pm.
- Thursday, December 11<sup>th</sup>, 2025, 4:00 pm-5:00 pm.

We greatly appreciate your consideration!

Best,  
Anna Claire Perronne, Director  
Long Beach Chamber of Commerce

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Alderman McCaffrey made motion seconded by Alderman Johnson and unanimously carried to authorize Wreaths Across America ceremony at Long Beach City Cemetery on Saturday, December 14, 2024.

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## Minutes of October 15, 2024 Mayor and Board of Aldermen

Alderman Bennett made motion seconded by Alderman Johnson and unanimously carried to approve the following SMPDD Youth Program Work Agreement, and authorize the Mayor to execute same:

### SMPDD-TDWDA WORKSITE AGREEMENT General Assurances

- The **WORKSITE** agrees to provide constructive and meaningful work experience for the youth participant as follows and ensures that:
  - 1 Each **WORKSITE** supervisor shall receive a supervisor orientation led by **SMPDD**.
  - 2 The participant duties and activities are described in this agreement.
  3. The **WORKSITE** shall provide the participant with an orientation to the requirements of the job, work rules, expectations, hours of work, and any other special requirements of the **WORKSITE**.
  4. The worksite will provide a sufficient quantity of work/training to fully occupy the participant.
  5. The **WORKSITE** shall be committed to mentoring the participant so that the participant will understand the overall importance of the work.
  6. The **WORKSITE** will provide all necessary materials, supplies, and equipment for the purpose of completing assigned tasks.
  7. The **WORKSITE** will properly supervise participants performing its work and be responsible for its business operations, products, services, and intellectual property.
  8. Additionally, the **WORKSITE** must properly control and safeguard its premises, processes, or systems and not permit participants to operate a vehicle or mobile equipment, or entrust them with unattended premises, cash/ checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without **SMPDD's** and **SIRIUS Workforce** express written approval or as strictly required by the job description provided. No changes to participant's job duties are allowed without **SMPDD** and **SIRIUS Workforce** prior written approval.
  9. The **WORKSITE** supervisor will notify **SMPDD** and **SIRIUS Workforce** immediately of: poor performance and behavior, irregular or lack of attendance, and injury on the job.
  10. **SIRIUS Workforce** is responsible for workers compensation. In the event of an injury, **WORKSITE** supervisor is to immediately report the accident to **SMPDD** and **SMPDD** notify **Scott Hotard, Director of Sales** at [shotard@siriusstaffing.com](mailto:shotard@siriusstaffing.com) (cell 251-234-7161) or **Angela Rothermel, VP of Operations** at [arothermel@siriusstaffing.com](mailto:arothermel@siriusstaffing.com) (phone 251-459-2854).
  11. The **WORKSITE** will treat the participant as a regular employee. The worksite supervisor may - not dismiss the participant from the program but may request **SMPDD** remove the participant from the worksite. If a problem occurs, notify **SMPDD** immediately.
  12. The **WORKSITE** agrees to provide supervision and instruction to the participant when using equipment and tools necessary to perform the job.
  13. Accurate time and attendance records are submitted to **SIRIUS Workforce** on a weekly basis. The hours approved by the **WORKSITE** supervisor must only reflect actual hours that the participant worked.
  14. The **WORKSITE** will perform evaluations on each participant and submit to **SMPDD** (evaluations provided by **SMPDD**).
  15. As the direct supervisor of the participant, you are responsible for auditing and approving the hours worked by the employee/participant. These hours must be submitted by the participant and approved by the supervisor no later than each Monday for the previous week. Do not share your user name and password that approves timecards for **SIRIUS WebCenter**.
  16. **WORKSITE** supervisors must be an employee of **WORKSITE**, not volunteers.]
  17. Any questions regarding participant hours worked should be directed to Linda Bailey, Accounting Director at [lbailey@siriusstaffing.com](mailto:lbailey@siriusstaffing.com) 251•305•4604 (O) • 251•751•0200 (M) or Scott Hotard [shotard@siriusstaffing.com](mailto:shotard@siriusstaffing.com) 251-234-7161 In order to work together with **SMPDD** to ensure participant/employee is paid for the correct hours worked.

SMPDD/TDWDA is an equal opportunity Worksite/ program. Auxillary aids and services are available upon request to individuals with disabilities. Those needing TTY assistance may call 800-582-2233.

## Minutes of October 15, 2024 Mayor and Board of Aldermen

### SMPDD-TDWDA WORKSITE AGREEMENT General Assurances

- **MONITORING:** The **WORKSITE** understands that the SMPDD, Twin Districts Workforce Development Area, **SIRIUS**, or any other such related agencies may monitor the worksite to ensure compliance with rules and regulations.
- **EMPLOYEE DISPLACEMENT/ REPLACEMENT:** No participant shall displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee. In addition, a participant may not replace an unsubsidized employee that has been laid off or terminated.
- **WORKERS COMENSATION:** **SIRIUS** is responsible for job related injuries to the participant and will provide insurance through Workers Compensation. The **WORKSITE** supervisor **MUST** contact the **SIRIUS** and **SMPDD** immediately upon a workplace injury of a participant.
- **HEALTH AND SAFETY:** No participant will be permitted to work or train in buildings or surroundings under working conditions that are unsanitary, hazardous, or dangerous to the participant's health or safety. Participants must be provided with a safe work site and appropriate information/training and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site.
- The **WORKSITE** agrees to maintain a drug free workplace and compliance with OSHA.
- The **WORKSITE** agrees to compliance with Child Labor Laws and age laws of the Fair Labor Standards Act (FLSA).
- **INAPPROPRIATE ACTIVITIES:** No participant will be place in unapproved activities. If participants are found to be placed in unapproved activities, the participant will be immediately removed from the worksite. The **WORKSITE** will assume full responsibility and liability for the participant placed in the unapproved activity.
- No participant will be allowed to work on construction sites, swimming pool, aquarium, zoo, places of religous worship, or on the water.
- Participants are prohibited from direct supervision of minors.
- **NEPOTISM:** No participant may be placed in a work experience activity where an Immediate family member is the supervisor.
- **DISCLOSURE OF CONFIDENTIAL INFORMATION:** The **WORKSITE** agrees to maintain the confidentiality of any information regarding the participants, which may be obtained through application forms, interview, tests, **SMPDD**, **SIRIUS Technical Services**, or any other source.
- **EQUAL OPPORTUNITY:** The **Worksite** agrees not to discriminate against any participant because of age, sex, race, creed, color, religfon, polittical belief or affiliation, sex, national origin, or disability.
- The **WORKSITE** agrees to comply with the rules and regulations of the Workforce Innovation and Opportunity Act, The Twin Districts Workforce Development Area, **SMPDD** and **SIRIUS**.

SMPDD/TDWDA is an equal opportunity Worksite/ program. Auxillary aids and services are available upon request to individuals with dsabilities. Those needing TTY assistance may call 800-582-2233.

Minutes of October 15, 2024  
Mayor and Board of Aldermen

SMPDD-TDWDA WORKSITE AGREEMENT  
General Assurances

- **TERMINATION OF WORKSITE AGREEMENT:** The worksite agreement may be terminated conjointly by SMPDD and SIRIUS when, for any reason, it is determined that such termination is in the best interest of the program. Termination may also occur when it has been determined that the WORKSITE has failed to provide any of the training specified or failed to comply with any of the provisions contained in the WORKSITE AGREEMENT.
- **CONFLICT OF INTEREST:** This agreement is subject to the Twin Districts Workforce Development Area Conflict of Interest Policy which states that any representative of an entity that has oversight of TDWDA funds shall not enter into a contract or agreement involving the said funds. This prohibition applies to all private sector individuals and entities, regardless of whether the individual or entity is operating a not for profit business, who serves on a TDWDA board or committee. The prohibition does not extend to representatives of public entities or the public sector.
- SMPDD and SIRIUS will have the right to visit the worksite for observation and monitoring.
- SMPDD will provide the worksite supervisor with a supervisor orientation prior to placing participants at the worksite.
- SMPDD and SIRIUS will provide the WORKSITE with instructions, procedures, and forms necessary for program operation.

X WORKSITE AUTHORIZED SIGNATURE: Denise Laveur  
 Y JOB TITLE: Director  
 Y DATE: 10/10/2024

APPROVED BY: George Bass  
 DATE: 10-10-24

SMPDD/TDWDA is an equal opportunity Worksite/ program. Auxiliary aids and services are available upon request to individuals with disabilities. Those needing TTY assistance may call 800-582-2233.

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Mayor Bass apprised the Board that the area of Railroad Street near the lumber plant was being evaluated for possible milling to make the road smoother.

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At the request of Mayor Bass, City Engineer David Ball apprised the Board on the status of widening and paving of Pineville Road.

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Mayor and Board of Aldermen**

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

Fire Dept:

- New Hire, Fire Fighter Recruit Samuel Starita, FS-9-B, effective October 16, 2024

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There came on for consideration at a duly constituted meeting of the Board of Aldermen and Mayor of the City of Long Beach held on the 15<sup>th</sup> day of October 2024, the following Resolution, which was reduced to writing and presented in advance of the meeting for reading and examination:

**A RESOLUTION BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, SEEKING THE ASSISTANCE OF THE HARRISON COUNTY BOARD OF SUPERVISORS, THE CIRCUIT CLERK, AND THE HARRISON COUNTY ELECTION COMMISSION OF HARRISON COUNTY MISSISSIPPI FOR THE RENTAL USE OF VOTING EQUIPMENT FOR THE UPCOMING CITY OF LONG BEACH MUNICIPAL ELECTIONS IN 2025, AND FOR OTHER PURPOSES.**

WHEREAS, the City of Long Beach, Mississippi and the Board of Supervisors of Harrison County, Mississippi have heretofore entered into an Interlocal Agreement to allow and provide for the exchange of services and the provision of assistance between them on behalf of the citizens of Long Beach and Harrison County; and

WHEREAS, from time to time and on occasion the City has sought the assistance of Harrison County for various needs of the City for which either financial or equipment resources are unavailable, and the Harrison County Board of Supervisors has generously responded and complied whenever possible with such requests; and

WHEREAS, Municipal Elections are scheduled to occur in the spring and summer of 2025, during which time no County or State elections are scheduled to occur; and

WHEREAS, being without sufficient resources and proper equipment to conduct such elections entirely on its own behalf, the City of Long Beach hereby seeks the assistance of the Harrison County Board of Supervisors, the Honorable Justin Wetzel, Circuit Clerk, and the

**Minutes of October 15, 2024  
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Harrison County Election Commission by allowing the City to rent from the County scanners, voting booths, table top tri-fold screens, supply boxes and ballot bags for use by the City of Long Beach in the April 1, 2025-Primary, the April 22, 2025-Primary Run-Off, if necessary, the June 3, 2025-General Election and the June 24, 2025 General Election Run-Off, if necessary.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Long Beach that the Harrison County Board of Supervisors, the Honorable Justin Wetzel, Circuit Clerk, and the Harrison County Election Commission be and same hereby are requested to provide such assistance as may be available to the citizens of Harrison County in the City of Long Beach, Mississippi, by allowing the City to rent, at such reasonable cost as is necessary to offset the cost and wear and tear expense as may be experienced and provided for in the premises, (8) scanners, (12) voting carousels or (30) booths, (7) table top tri-fold screens, (6) supply boxes and (6) ballot bags and other equipment and/or materials as may be needed for use by the City of Long Beach in the April 1, 2025-Primary, April 22, 2025-Run-Off, if necessary, the June 3, 2025-General Election, and the June 24, 2025-General Election Run-Off, if necessary.

FURTHER RESOLVED, that a copy of this resolution be sent to the Honorable Justin Wetzel, Circuit Clerk, and the Harrison County Election Commission.

FURTHER RESOLVED, by the Mayor and Board of Aldermen of the City of Long Beach that we express our appreciation to Supervisor Marlin Ladner and the entire Harrison County Board of Supervisors, the Honorable Justin Wetzel, Circuit Clerk, and the Harrison County Election Commission for any assistance they are able to provide to this request.

The above and foregoing Resolution having been introduced in writing, was first read and considered section by section and then as a whole. Alderman Parker moved its adoption,


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seconded by Alderman McCaffrey and the question being put to a roll call vote by the Mayor, the result was as follows:

Alderman Patrick Bennett	voted	Aye
Alderman Pete McGoey	voted	Aye
Alderman Donald Frazer	voted	Aye
Alderman Mike Brown	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Angie Johnson	voted	Aye
Alderman Bernie Parker	voted	Aye

The above and foregoing resolution, having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the same carried and adopted, this the 15<sup>th</sup> day of October, 2025.



APPROVED:  
  
GEORGE L. BASS, MAYOR

ATTEST:

  
STACEY DAHL, CITY CLERK

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## Minutes of October 15, 2024 Mayor and Board of Aldermen

Alderman Johnson made motion seconded by Alderman Brown and unanimously carried to approve the following letter of Engagement with Wolfe, McDuff & Oppie for FY 2024 financial audit, and authorize the Mayor and City Clerk to execute same:



**Wolfe • McDuff & Oppie**  
CERTIFIED PUBLIC ACCOUNTANTS  
(A Professional Association)

Michelle Oppie Gist, CPA

Julia Whitley Johnson, CPA

Jesse J. Wolfe, CPA (1927-2009)

Grover B. McDuff, CPA (1923-2016)

Jack A. Oppie, CPA (1960-2014)

October 15, 2024  
3103 Bogalusa Street • Pascagoula, MS 39567 • Phone: 228-762-6348 • Fax: 228-762-4498 • www.wmocpas.com

To the Board of Aldermen and Management  
City of Long Beach, Mississippi  
201 Jeff Davis Highway  
Long Beach, MS 39560

We are pleased to confirm our understanding of the services we are to provide for the City of Long Beach for the year ended September 30, 2024.

#### Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Long Beach as of and for the year ended September 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Long Beach's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Long Beach's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule
- 3) Schedule of City's Proportionate Share of the Net Pension Liability
- 4) Schedule of City's Contributions – (PERS)
- 5) Schedule of City's Proportionate Share of the Net OPEB Liability
- 6) Schedule of City's Contributions – (OPEB)

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Long Beach's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of expenditures of federal awards

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with

*Membership in:*  
American Institute of Certified Public Accountants • Mississippi Society of Certified Public Accountants  
AICPA Governmental Audit Quality Center • AICPA Center for Audit Quality • AICPA Employee Benefit Plan Audit Quality Center





## Minutes of October 15, 2024 Mayor and Board of Aldermen

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GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

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We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Improper revenue recognition
- Management override of controls

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Long Beach's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Long Beach's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to

## Minutes of October 15, 2024 Mayor and Board of Aldermen

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express an opinion on the City of Long Beach's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on March 1, 2025.

## Minutes of October 15, 2024

### Mayor and Board of Aldermen

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You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

#### Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Long Beach in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

## Minutes of October 15, 2024 Mayor and Board of Aldermen

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### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Wolfe, McDuff & Oppie, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Office of the State Auditor or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wolfe, McDuff & Oppie, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Office of the State Auditor. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Michelle Oppie Gist is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately February 1, 2025.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$38,300. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

### **Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Alderman and Management of the City of Long Beach. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

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The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Long Beach and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

*Wolfe, McDuff & Oppie*

Wolfe, McDuff & Oppie, P.A.

RESPONSE:

This letter correctly sets forth the understanding of the City of Long Beach, Mississippi.

Management signature: *Stacey Dahl*

Title: *C. ty clerk*

Date: *10/15/24*

Governance signature: *George Brown*

Title: *Mayor*

Date: *10/15/24*

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Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to accept the September 2024 Revenue/Expense Report, as submitted.

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**Minutes of October 15, 2024  
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman Johnson and unanimously carried to approve the following Interlocal Cooperative Agreement with Harrison County for Swat Team Members of Municipalities of Harrison County Sheriff's Swat Team, and authorize the Mayor to execute same:

**INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN  
HARRISON COUNTY SHERIFF'S OFFICE  
CITY OF PASS CHRISTIAN POLICE DEPARTMENT  
CITY OF LONG BEACH POLICE DEPARTMENT  
CITY OF D'IBERVILLE POLICE DEPARTMENT  
FOR SWAT TEAM MEMBERS OF MUNICIPALITIES  
OF HARRISON COUNTY SHERIFF'S SWAT TEAM**

THIS AGREEMENT is entered into between the Harrison County Sheriff's Office, City of Pass Christian Police Department, City of Long Beach Police Department, and the City of D'Iberville Police Department, and shall begin on October 1, 2024, and shall extend through October 1, 2027, unless the period is extended by written modification by this Agreement.

WHEREAS, the Municipalities of Pass Christian, Long Beach, and D'Iberville Police Departments will have some of its members join the Harrison County Sheriff's Office SWAT Team in order to promulgate public safety of citizens of the Mississippi Gulf Coast.

WHEREAS, the County and the Cities intend that a regional team facilitates increased operational efficiencies in economies as scaled by providing a mechanism for the sharing of material, personnel, knowledge, equipment, and training, all as more fully described by, and pursuant to the terms and conditions contained, in this Agreement.

NOW, THEREFORE, in consideration of respective Agreement set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Cities agree as follows:

**1. INITIAL TERM**

The initial term of this Agreement shall be for three years (the "initial term"), from the effective date of this Agreement. As provided by Section 17-13-7 of Mississippi Code Annotated, this Agreement shall not take effect unless and until it has (1) duly executed by all parties, and (2) been approved by the Board of Supervisors by Harrison County, Mississippi.

**2. ESTABLISHMENT OF THE MULTI DISTRICT SWAT TEAM**

The ability to safely control, contain, and resolve high risk criminal incidents that require the application of specialized equipment, training and tactics, including but not limited to barricaded subjects, hostage situations, high risk felony arrests, high risk search warrants, as well as incidents involving weapons of mass destruction, has strained the resources of the Cities of Pass Christian, Long Beach, D'Iberville, as well as Harrison County, Mississippi. Law enforcement efforts directed at these high risk criminal incidents have, for the most part, been conducted by law enforcement agencies working independently. A multi jurisdictional effort to respond to and resolve specific high risk criminal incidents is anticipated to result in more effective pooling of personnel, improved

**Minutes of October 15, 2024  
Mayor and Board of Aldermen**

utilization of County and City funds, reduced duplication of equipment, improved training, development of specialized expertise, and increased utilization/application of a combined special response team. This cooperation results in improved services for the citizens of all participating jurisdictions, increased safety for team members and the community, and improved cost effectiveness. Therefore, Harrison County and the Cities of Pass Christian, Long Beach, and D'Iberville, hereby establish a Multi District SWAT Team to effectively address the concerns described above.

**3. HARRISON COUNTY SWAT TEAM STRUCTURE**

The Harrison County SWAT Team will be composed of Harrison County Sheriff Deputies, as well as specifically designated and trained police officers from the Police Departments of Pass Christian, Long Beach, and D'Iberville. The parties agree that the members designated by each City Police Department will undergo training by the Harrison County Sheriff's Office SWAT team, and must meet the Guidelines set out by the Harrison County Sheriff's Office SWAT team in order to become a member of the Harrison County SWAT Team.

**4. HARRISON COUNTY SWAT TEAM ADMINISTRATIVE OVERSIGHT**

The Sheriff of Harrison County shall have the ultimate decision making authority and will approve changes to standard operating procedures, and appointments of personnel to the Harrison County Multi Jurisdictional SWAT Team. The Sheriff of Harrison County shall also evaluate the performance of the Team and prepare the annual SWAT Team budget for presentation to the County if necessary.

The Team Commander shall present a report annually to the Sheriff that outlines the prior year's training, missions, personnel changes, major equipment acquisitions and anticipated activity.

All parties agree that personnel selection processes, training standards and requirements will minimally meet the standards outlined in the Standard Operating Procedure. Nothing in this agreement shall prohibit the Harrison County Sheriff's Office from requiring additional agency specific qualification standards and/or training requirements beyond that required in the Standard Operating Procedure.

**5. SWAT TEAMS MEMBERS FROM MUNICIPALITIES**

Each police department will submit potential members of its department to complete training with Harrison County Sheriff's Office Swat Team, and once members assigned by each police department complete training and are approved as SWAT officers for the Harrison County Sheriff's SWAT Team, each selected member will be deputized by the Sheriff of Harrison County in order to give such individuals full law enforcement powers in Harrison County, Mississippi.



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**6. EQUIPMENT REQUIREMENTS, MAINTENANCE AND OPERATION**

For purposes of this Agreement, the term "Equipment" shall refer to any materials, tools, machinery, equipment, supplies, facilities, or other personal property used in performing one or more SWAT activities.

**6.1 Basic Requirements**

Both parties agree to issue/maintain individual equipment, uniforms, protective equipment, and weapons as outlined in the Standard Operating Procedure. Both parties agree to supply/maintain necessary pooled team equipment as outlined in the Standard Operating Procedure.

It is the intent on both parties not to restrict personnel operating under a joint agreement from utilizing any equipment, gear or weapons owned by either agency as required by the Team Commander under the guidelines of the Standard Operating Procedure.

**6.2 Care and Maintenance**

A party receiving Equipment pursuant to this Agreement shall be responsible for the proper care, use, maintenance and security of the Equipment from the time the receiving party receives the Equipment until the Equipment is returned to the providing party. Should any Equipment be returned to a providing party in a damaged or deteriorated condition (not attributable to normal wear and tear during proper use), the party that returned the Equipment in a damaged or deteriorated condition shall pay the party that provided the Equipment the costs of repairing or replacing the Equipment at issue.

**6.3 Use and Operation**

The parties agree that equipment provided under this agreement shall only be used by personnel qualified in its use through appropriate training and/or supervision.

**6.4 Independent Capacity**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**7. COVENANT TO COOPERATE**

The County and the Cities hereby covenants to the other parties to this Agreement that it shall use good-faith efforts to cooperate with the other parties in implementing the intent and furthering the goals of this Agreement.

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**8. COMPLIANCE WITH LAWS**

The County and the Cities shall at all times exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules and regulations of any public authority having jurisdiction.

**9. INTERLOCAL COOPERATION ACT**

The purpose of this Agreement is to establish and maintain a multi-jurisdictional cooperative SWAT Team to effectively respond to high risk criminal incidents. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

**10. NOTIFICATION OF CLAIMS AND LAWSUITS**

In the event that a lawsuit is brought against the County, the Cities, its officers or employees for actions arising out of their conduct in support of SWAT Team operations, it shall be the duty of either the County or the Cities to notify the other party that said claims or lawsuit has been initiated.

**11. TERMINATION**

Either party may terminate this Agreement for any reason by providing written notice to the other party sixty (60) days prior to the effective date of termination.

**12. DEFAULT AND REMEDIES**

**12.1 Default**

If any party to this Agreement fails to perform any act or obligation required to be performed by it hereunder, the party or parties to whom such performance was due shall deliver written notice of such failure to the non-performing party. The nonperforming party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the nonperformance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

**13. RECORDS**

All records possessed related to the performance of this Agreement shall be available for full inspection and copying by any participating jurisdiction. Records maintenance and retention shall be in accordance with the Standard Operating Procedures.

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**14. NOTICES**

Each notice, demand, request, consent, approval, disapproval, designation or other communication that is permitted or required to be given by one party to another party under this Agreement shall be in writing and shall be given or made or communicated by (i) United States registered or certified mail, postage prepaid, return receipt requested, (ii) any nationally recognized overnight carrier or express mail service (such as FedEx or DHL) that provides receipts to indicate delivery, (iii) by personal delivery, or (iv) by facsimile (with proof of successful transmission). All such communications shall be addressed to the appropriate Administrator of this Agreement as follows:

HARRISON COUNTY SHERIFF'S OFFICE:

CITY OF PASS CHRISTIAN:

CITY OF LONG BEACH:

CITY OF D'IBERVILLE:

Any party hereto may, by reasonable notice to the other parties, designate such other address, or facsimile telephone number for the giving of notices as deemed necessary. All notices shall be deemed given on the day each such notice is personally delivered, transmitted by facsimile (with evidence of receipt), or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed in accordance with this Section.

**15. ADDITIONAL PARTIES**

Additional governmental entities, including, but not limited to, other municipal corporations and/or counties, may, in the future, elect to participate in the SWAT Team established by this Agreement by executing an addendum to this Agreement prepared by the Harrison County Sheriff's Department. In order to become effective, each such addendum must be executed not only by the party desiring to begin participation in the SWAT Team, but also by all current parties to this Agreement, and the Addendum must then be recorded with the Harrison County Sheriff's Office.

**16. MISCELLANEOUS**

**16.1 Entire Agreement**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified

**Minutes of October 15, 2024  
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or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

**16.2 Governing Law and Venue**

This Agreement shall be governed by and enforced in accordance with the laws of the State of Mississippi.

**16.3 Interpretation**

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

**16.4 Severability**

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

**16.5 No Waiver**

A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

**16.6 Assignment**

This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be **null and void and shall constitute a Default** under this Agreement.

**16.7 Warranty of Authority**

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

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16.8 No Joint Venture

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

HARRISON COUNTY SHERIFF'S OFFICE

BY: \_\_\_\_\_

CITY OF PASS CHRISTIAN, MS

BY: \_\_\_\_\_

CITY OF LONG BEACH, MS

BY: 

CITY OF D'IBERVILLE, MS

BY: \_\_\_\_\_

\*\*\*\*\*

Minutes of October 15, 2024  
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to spread the following Public Notice of Lost Stolen, Abandoned or Misplaced Personal Property on the minutes of this meeting:



**PUBLIC NOTICE**

DATE: October 10, 2024  
SUBJECT: Notice of Lost, Stolen, Abandoned or Misplaced Personal Property

The Long Beach Police Department has received or recovered the property listed below and is making efforts to return it to the rightful owner(s) in accordance with Mississippi Code of 1972, Sec. 21-39-21. If you recognize an item on the list as yours and wish to claim it, please contact the Long Beach Police Departments Evidence Division at your earliest convenience at 228-865-1981. Please note that if there is no contact with the Evidence Division within ninety (90) days from the date of this notice, the property will be subject to disposal. Proof of ownership may be required to claim certain items.

Case/Reference #:	Item Description:
2021-0034962	TOOL SET W/ CASE
2022-0029325	GENERATOR
2023-0013909	GUESS PURSE
2023-0030583	BIRD PURSE & WALLET
2024-0001000	SEASIDE BICYCLE
2024-0001000	ROAD MASTER BICYCLE
2024-0001232	FISHING POLES
2024-0001232	KIDS BICYCLE
2024-0001232	MOTORCYCLE HELMET x2
2024-0001232	TOOL CARRY BOX
2024-0001232	PLASTIC CONTAINER x2
2024-0001232	HEAT PRESS
2024-0001232	WINE GLASSES
2024-0001232	SUITCASE
2024-0001232	VEHICLE WHEEL
2024-0004042	APPLE IPHONE 9
2024-0005452	TREK BICYCLE
2024-0005452	BCA BICYCLE
2024-0005452	GAS CAN
2024-0005452	BIKE CARRIER
2024-0005452	BICYCLE COVER
2024-0007045	DRONE
2024-0009399	MOTOROLA CELL PHONE
2024-0010592	LACROSSE WALLET
2024-0015246	BACKPACK & SLEEPING BAG
2024-0020134	HUFFY SUPERIA BICYCLE
LB2024RHB	RED HUFFY BICYCLE
LB2024RCB	BEACH CRUISER BICYCLE
2021-0035159	QUEST BICYCLE
2021-0035159	HUFFY CRANBROOK BICYCLE
2021-0035159	MONGOOSE BRAWLER BICYCLE
2021-0035159	VITESSE BICYCLE
2024-0024897	SAMSUNG CELL PHONE
2024-0009283	HUFFY BICYCLE

William A. Seal III  
Chief of Police

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# Minutes of October 15, 2024 Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Johnson and unanimously carried to approve the following bid schedule for Parkwood, Briarwood, Magnolia-Dearman, and Park Row Drainage Improvements:



overstreeteng.com  
161 Lameuse St. Suite 203  
Biloxi, MS 39530  
228.967.7137

October 07, 2024

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


**RE: Parkwood Area Drainage Improvements  
Briarwood Area Drainage Improvements  
Magnolia-Dearman Area Drainage Improvements  
Park Row Area Drainage Improvements**

Ladies and Gentlemen:

We have completed the Bid Documents for the referenced project. At the Mayor's direction, we have prepared a possible advertisement schedule for the project, if the City is ready to proceed with the bidding process:

Authorize Advertisement:	October 15, 2024
First Advertisement:	October 18, 2024
Second Advertisement:	October 25, 2024
Receive Bids:	November 18, 2024

If approved, we hope to have a Bid Tabulation and Recommendation of Award at the December 03, 2024, meeting.

Sincerely,  
  
David Ball, P.E.

DB:ty:1318, 1319, 1320, & 1321

Biloxi | Long Beach | Pascagoula | Daphne

\*\*\*\*\*

**Minutes of October 15, 2024  
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to approve the following Amendment Number 11 to Master Agreement with Overstreet & Associates, and authorize the Mayor to execute same:



overstreeteng.com  
161 Lameuse St. Suite 203  
Biloxi, MS 39530  
228.967.7137

October 10, 2024

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

**RE: Hurricane Zeta Repairs – Veterans Memorial at Town Green (Amendment 11)**

Ladies and Gentlemen:

The Mayor has requested that we assist the City in obtaining bids for the repairs at the Veterans Memorial at the Town Green. FEMA has issued a project worksheet for this work with a reasonably defined scope of work, which also includes some mitigation in order to reduce future damages. Although the "design work" will be minimal, we will need time to prepare appropriate bid documents and to coordinate with the City's program manager AnderCorp to ensure the work will meet FEMA's conditions. We have therefore prepared the attached Amendment 11 in order to perform that work.

If acceptable, please authorize the Mayor to execute the attached Amendment 10 so that we may perform this work as soon as possible.

Sincerely,

David Ball, P.E.

DB:1124-MSA

Biloxi | Long Beach | Pascagoula | Daphne

<https://overstreetengms.sharepoint.com/sites/AllTeam/Shared Documents/docs/1124 - LB Harbor Zeta MSA/02 ACCOUNTING/Eng Agree/Amendments/20241010 Amend 11 Trans to City.docx> Page 1/1



Minutes of October 15, 2024
Mayor and Board of Aldermen

AMENDMENT NUMBER 11 TO MASTER AGREEMENT BETWEEN
CITY OF LONG BEACH AND OVERSTREET & ASSOCIATES, INC.

VETERANS MEMORIAL AT TOWN GREEN - HURRICANE ZETA PERMANENT REPAIRS

It is agreed to undertake the following work in accordance with the provisions contained in the Master Agreement dated December 1, 2020:

A. DESCRIPTION OF ASSIGNMENT

- 1. ENGINEER will provide Basic engineering services necessary to design and procure the construction of repairs to the Veterans Memorial structure at the Long Beach Town Green. The work shall be in general conformance with the FEMA-eligible scope of work, including the hazard mitigation.

B. PERIOD OF SERVICE

- 1. It is currently estimated that the construction services can be procured within 180 days of the execution of the Amendment.

C. BASIS OF COMPENSATION

- 1. Fees for the described Basic services will be in accordance with Exhibit C2 of the referenced Master Agreement, more particularly via the hourly rates included in Appendix 1 to Exhibit C.
a. Total of all fees for basic services shall not exceed \$6,400, without City approval.
b. Amounts payable to ENGINEER for services of ENGINEER'S subconsultant will be billed times a factor of 1.2.
c. The total of all fees is based on the following distribution of compensation, but shall be adjusted according to actual expenditures:

Table with 2 columns: Description and Amount. Rows include DESIGN/PREP. BID DOCUMENTS (\$3,000), BIDDING & NEGOTIATION (\$1,000), CONSTRUCTION ADMINISTRATION (\$2,400), and TOTAL (\$6,400).

- 2. Hourly fees where described above will be in accordance with Exhibit C2 of the hourly rates recited on APPENDIX 1 to EXHIBIT C to the Master Agreement, subject to future adjustment as provided for in the Master Agreement.
3. Fees for services rendered under this Amendment will be made separate from any other project.

OWNER:
CITY OF LONG BEACH, MISSISSIPPI

By: [Signature]
George Bass; Mayor

Date Signed: 10/15/24

ENGINEER:
OVERSTREET & ASSOCIATES, P.L.L.C.

By: [Signature]
F. Jason Overstreet, P.E.; President

Date Signed: 10/09/2024

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**Minutes of October 15, 2024  
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Change Order 6 with J E Borries for Southeastern Shoreline Bulkhead, and authorize the Mayor to execute same:



overstreeteng.com  
161 Lameuse St. Suite 203  
Biloxi, MS 39530  
228.967.7137

October 10, 2024

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

**RE: Change Order No. 6  
Long Beach Harbor – Southeastern Shoreline Bulkhead**

Ladies and Gentlemen:

At a recent meeting with the Mayor, AnderCorp, J.E. Borries, and Overstreet, we negotiated a change order with Borries as needed in order to complete the scope of work for the contract. As detailed in the change order, the major elements of this change order are:

1. Additional work needed to improve the performance of the piles for the structure. As they exist right now, these piles aren't strong enough to support the structure as required. This condition is due to apparent differing site conditions and is not due to any deficiencies in the Contractor's performance of the work.
2. An adjustment of quantities to match the current prediction of final quantities. The "unit price" contract structure allows for flexibility in adding or deleting work quantities without requiring re-negotiated pricing.
3. An extension of contract time due to delays encountered while reviewing & assessing the condition of the piles and as requested by the Contractor per their revised construction schedule.

We do believe that this is the most efficient and economical way to complete the referenced project and we recommend this change order for approval.

Sincerely,

David Ball, P.E.

DB:1076  
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

<https://overstreetengms.sharepoint.com/sites/AllTeam/Shared Documents/docs/1076 - LB Harbor - SE Shoreline Bulkhead/90 CONSTRUCTION/20241010 1076 Recommend CO6.docx>

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# Minutes of October 15, 2024 Mayor and Board of Aldermen

Change Order  
No. 6

Date of Issuance: 10/9/2024 Effective Date: 10/15/2024

Project:	Owner:	City of Long Beach	Owner's Contract No.:
Contract:	LB Harbor SE Shoreline Bulkhead		Date of Contract:
Contractor:	J.E. Borries, Inc.	Engineer's Project No.:	1076

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

**Description:**

1. Add pay item for additional driving effort on production piles. The significant effort expended to date indicates that there are still 5 to 13 piles which still require additional driving effort in order to have the strength required to support the bulkhead.
2. Adjust contract quantities according to the current estimated totals to complete the work. This adjustment includes the concrete cap which was under-estimated at the time of bid representing an increase in contract cost, and some limited savings available by eliminating certain items of work which overlap with future phases of the Harbor bulkhead work.
3. Adjust contract time for the significant delays encountered due to the underperformance of the production piles. The failure of the production piles to obtain the needed strength required much additional effort on the Contractor's part. Additional time delay occurred during consideration & review of the geotechnical data obtained during the restrike processes performed by the Contractor. Additionally, the Contractor notes the significant difficulty in performing the forming and pouring of the cap during the normal tide and wave action during summer months. They propose to return November 4, 2024 to begin the additional restrikes indicated above and then to complete the remaining scope of work. The time extension matches the Contractor's revised schedule.

**Attachments: (List documents supporting change):**

1. Contractor's revised project schedule.

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:  
\$2,523,098.00

(Increase) In Contract Price from previous Change Orders No. 1 to No. 5  
\$274,784.00

Contract Price prior to this Change Order:  
\$2,797,882.00

(Increase) In Contract Price due to this Change Order:  
\$194,794.00

Revised Contract Price incorporating this Change Order:  
\$2,992,676.00

**CHANGE IN CONTRACT TIMES:**

Original Contract Times:  Working Days  Calendar days  
Substantial completion (days or date): 12/19/2023  
Ready for final payment (days or date): \_\_\_\_\_

Change In Contract Time from previous Change Orders No. 1 to No. 5  
Substantial completion (days or date): 233  
Ready for final payment (days or date): \_\_\_\_\_

Contract Times prior to this Change Order:  
Substantial completion (days or date): 8/8/2024  
Ready for final payment (days or date): \_\_\_\_\_

(Increase) In Contract Time due to this Change Order:  
Substantial completion (days or date): 211  
Ready for final payment (days or date): \_\_\_\_\_

Contract Times Incorporating this Change Order:  
Substantial completion (days or date): 3/7/2025  
Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:  
(ENGINEER)

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

Date: 10-15-2024

ACCEPTED:  
(CONTRACTOR)

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

Date: 10/11/24

ACCEPTED:  
(OWNER)

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

Date: 10-16-24

EJCDC No. C-941 (2002 Edition)  
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the  
Associated General Contractors of America and the Construction Specifications Institute.

Minutes of October 15, 2024  
Mayor and Board of Aldermen

PROJECT NO. 1076

6

ATTACHMENT TO CHANGE ORDER NUMBER

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
	<b>BASE BID</b>							
1-A	MOBILIZATION	1 L.S.	\$ 110,000.00	\$ 110,000.00			1	\$ 110,000.00
2-A	DEMOLITION & REMOVAL OF EXISTING OBSTRUCTIONS	1 L.S.	\$ 150,000.00	\$ 150,000.00			1	\$ 150,000.00
2-B	REMOVE EXISTING TIMBER PIER	1 L.S.	\$ 20,000.00	\$ 20,000.00			1	\$ 20,000.00
2-C	REMOVE AND REPLACE EXISTING RIP-RAP	1 L.S.	\$ 162,000.00	\$ 162,000.00			1	\$ 162,000.00
3-A	10" PRECAST CONCRETE SHEET PILES	9715 S.F.	\$ 92.00	\$ 893,780.00	(131)	\$ (3,588.00)	9,676	\$ 890,192.00
3-B	REMOVAL OF BURIED DEBRIS	200 C.Y.	\$ 100.00	\$ 20,000.00			200	\$ 20,000.00
3-C	16"x16" PRECAST CONCRETE BULKHEAD PILING	3553 L.F.	\$ 159.00	\$ 513,090.00	(180)	\$ (58,140.00)	2,973	\$ 454,950.00
3-D	16"x16" PRECAST CONCRETE BULKHEAD PILING BUILDUP (WITH ADDITIONAL DRIVING)	35 L.F.	\$ 250.00	\$ 8,750.00			35	\$ 8,750.00
3-E	16"x16" PRECAST CONCRETE BULKHEAD PILING BUILDUP (WITHOUT ADDITIONAL DRIVING)	35 L.F.	\$ 200.00	\$ 7,000.00			35	\$ 7,000.00
4-A	CAST IN PLACE CONCRETE PILE CAP	188 C.Y.	\$ 1,593.00	\$ 299,484.00			188	\$ 299,484.00
4-B	CAST IN PLACE STEM WALL	38 C.Y.	\$ 1,225.00	\$ 46,550.00	156	\$ 248,508.00	344	\$ 547,992.00
5-A	CLEAN SAND FILL, AH, LVM	2000 C.Y.	\$ 35.00	\$ 70,000.00			2,000	\$ 70,000.00
5-B	RIP RAP, LVM	385 C.Y.	\$ 170.00	\$ 65,450.00			385	\$ 65,450.00
310-A	15" REINFORCED CONCRETE PIPE	72 L.F.	\$ 170.00	\$ 12,240.00			72	\$ 12,240.00
320-A	CATCH BASIN, SS-2 TYPE	2 EA.	\$ 9,000.00	\$ 18,000.00			2	\$ 18,000.00
500-A	BORROW EXCAVATION, AH, LVM, CLASS B-3	205 C.Y.	\$ 35.00	\$ 7,175.00			205	\$ 7,175.00
500-C	GEOTEXTILE FABRIC, TYPE V	1351 S.Y.	\$ 10.00	\$ 13,510.00			1,351	\$ 13,510.00
510-A	2" HOT BITUMINOUS PAVEMENT, SURFACE COURSE (57-12.5 MM MIX)	505 S.Y.	\$ 49.00	\$ 24,745.00	(324)	\$ (19,306.00)	181	\$ 9,439.00
510-C	REINFORCED CONCRETE PAVEMENT	605 S.Y.	\$ 36.00	\$ 21,780.00	(505)	\$ (18,180.00)	100	\$ 3,600.00
510-D	CONCRETE CURB AND GUTTER INSTALLATION OR RESTORATION	200 L.F.	\$ 120.00	\$ 24,000.00			200	\$ 24,000.00
C01-1	REMOBILIZATION FOR ADOT "L" TEST PILE	1 L.S.	\$ 5,436.00	\$ 5,436.00			1	\$ 5,436.00
C01-2	SUPPORT PILE DRIVING ANALYZING TEST FOR ADOT "L" TEST PILE	1 L.S.	\$ 6,356.00	\$ 6,356.00			1	\$ 6,356.00
C01-3	PILE CUT-OFF AND DRILLING DOWEL HOLES	1 L.S.	\$ 892.00	\$ 892.00			1	\$ 892.00
C01-4	ADDITIONAL RESTRIKE (UP TO 72 HOURS AFTER PDA TEST)	0 EA.	\$ 4,900.00	\$ -			0	\$ -
C02-1	EASTERN BULKHEAD STAND-BY (MORE THAN 72 HOURS AFTER PDA TEST)	0 DAY	\$ 2,364.00	\$ -			0	\$ -
C03-1	SOUTHERN QUAY - ADDITIONAL TEST PILE INSTALL & RESTRIKE	2 EA.	\$ 34,297.50	\$ 68,595.00			2	\$ 68,595.00
C03-2	INNER BULKHEAD - ADDITIONAL TEST PILE INSTALL & RESTRIKE	3 EA.	\$ 31,302.00	\$ 93,906.00			3	\$ 93,906.00
C05-1	RESTRIKE 4 LOW-BEARING PRODUCTION PILES WITH PDA SUPPORT	1 L.S.	\$ 23,879.00	\$ 23,879.00			1	\$ 23,879.00
C06-1	RESTRIKE 5 (MINIMUM) TO 13 (MAXIMUM) LOW-BEARING PRODUCTION PILES	0 EA.	\$ 3,500.00	\$ -	13	\$ 45,500.00	13	\$ 45,500.00
	<b>TOTAL CHANGE ORDER AMOUNTS</b>			<b>\$ 2,797,882.00</b>		<b>\$ 194,794.00</b>		<b>\$ 2,992,676.00</b>

EJCDC No. C-341 (2002, E2008)  
Prepared by the Engineers - Joint Contract Documents Committee and endorsed by the  
Associated General Contractors of America and the Construction Specifications Institute

Minutes of October 15, 2024  
Mayor and Board of Aldermen



J.E. BORRIES, INC.  
2816 FRONT STREET  
PASCAGOULA, MS 39567  
PHONE: (228) 239-6867  
FAX: (228) 219-3812  
jeborries@gmail.com

Randall Love

AnderCorp LLC

October 9, 2024

RE: Long Beach Harbor S.E. Bulkhead Completion Schedule

Good Afternoon Randall,

Below you will find the anticipated schedule for completion of the above reference job.

- 11/04/24 Start to Mobilize back on Site;
- 11/06/24 Production Pile Restrike to Begin;
- 11/11/24 Construction of Pile Cap Form to begin;
- 11/29/24 Estimated Completion of first 100'+ of Cap;
- 12/02/24 Begin on second 100'+ of Pile Cap;
- 12/24/24 Estimated completion of second 100'+ of Cap;
- 01/02/25 Forming to begin on remaining Pile Cap;
- 01/24/25 Completion of Pile Cap;
- 02/07/25 Complete Stem Wall;
- 02/14/25 Complete Rip Rap, Filter Cloth, Sand Backfill;
- 02/20/25 Complete Catch Basins, Remainder of Drainage Pipe; and,
- 03/07/25 Complete Sidewalk, Curbs, Rubbing Finishes, Clean up.

If you have any thoughts or questions in reference to this schedule, don't hesitate to contact me.

Thanks,

Stuart Jones - J. E. Borries, Inc.

\*\*\*\*\*

Community Affairs Director Courtney Cuevas announced several upcoming events including Tricks! Treats! Trail!, Night Out Against Crime and the opening of the Artisan Market.

\*\*\*\*\*

Fire Chief Skellie announced that all of Harrison County was currently under a Red Flag Warning and no burn permits would be issued until current weather conditions changed.

\*\*\*\*\*

At the request of Mayor Bass, Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to declare an Executive Session for the transaction of public business, to wit: To seek the legal advice and counsel of the City Attorney in regards to lease negotiation.

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

Minutes of October 15, 2024  
Mayor and Board of Aldermen

\* \* \*

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

\*\*\*\*\*

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

\*\*\*\*\*

APPROVED:

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

\_\_\_\_\_  
Alderman Patrick Bennett, Ward 1

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

\_\_\_\_\_  
Alderman Angie Johnson, Ward 3

\_\_\_\_\_  
Alderman Timothy McCaffrey, Jr., Ward 4

\_\_\_\_\_  
Alderman Mike Brown, Ward 5

\_\_\_\_\_  
Alderman Pete L. McGoey, Ward 6

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Kini Gonsoulin, Deputy City Clerk