

**Minutes of November 5, 2024  
Mayor and Board of Aldermen**

MUNICIPAL DOCKET  
REGULAR MEETING OF NOVEMBER 5, 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
- V. PUBLIC COMMENTS
- VI. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
  - 1. First Responder of the Year – Keesler Federal Credit Union
  - 2. Proclamation – Small Business Saturday
- VII. AMENDMENTS TO THE MUNICIPAL DOCKET
- VIII. APPROVE MINUTES:
  - 1. MAYOR AND BOARD OF ALDERMEN
    - a. October 15, 2024 Regular & Executive Session
    - b. October 22, 2024 Work Session
  - 2. PLANNING & DEVELOPMENT COMMISSION
    - a. October 24, 2024 Regular
- IX. APPROVE DOCKET OF CLAIMS NUMBER(S):
  - 1. 110524
- X. UNFINISHED BUSINESS
- XI. NEW BUSINESS
  - 1. Reallocation of Funding for Long Beach Proj. – Gulf Regional Planning Comm.
  - 2. Eagle Scout Project – Chase Cockrell
  - 3. Agreement – All Safe Technologies; City Hall Security Cameras
  - 4. Cleanup Assistance Request – Urban Forest
  - 5. War Memorial Park Pavilion & Restrooms
  - 6. Cruisin' the Coast Committee – Alderman Brown
  - 7. Sale of 4<sup>th</sup> Street Property – Resolution & Deed
  - 8. Discussion – Cyber Security
  - 9. Veteran's Day Celebration November 11, 2024 – Alderman Johnson
- XII. DEPARTMENTAL BUSINESS
  - 1. MAYOR'S OFFICE
  - 2. PERSONNEL
    - a. Fire Dept – Step Increase (1); Education Pay (1)
    - b. Recreation – New Hire (1); Resignation (2)
  - 3. CITY CLERK
    - a. Budget Amendment FY 25 – Police Department
  - 4. FIRE DEPARTMENT
  - 5. POLICE DEPARTMENT
  - 6. ENGINEERING
    - a. Addendum Professional Services Contract – Overstreet & Associates
    - b. Tidelands Grant Award FY 25
    - c. Acceptance of Castine Pointe Subdivision Phases 2-5
    - d. Pineville Road Widening
    - e. Change Order – Eastern Bulkhead; W.C. Fore Trucking
    - f. ARPA/MCWI Reimbursements
    - g. Contract – 3<sup>rd</sup> Street Sidewalk Extension; Overstreet & Associates
    - h. Contract – Pickleball/Tennis Courts; Overstreet & Associates
    - i. Jeff Davis Avenue Paving & Striping
    - j. Edmund Drive & Old Pass Road Waterline Connection
  - 7. PUBLIC WORKS
    - a. Amendment 8 – Public Works Services; H2O Innovations
  - 8. RECREATION
  - 9. BUILDING OFFICE
    - a. Amend Code Ordinances
  - 10. MUNICIPAL COURT
    - a. Certificate of Completion – Court Clerk
  - 11. HARBOR
    - a. Elevator Service Agreement – EMR Services
  - 12. COMMUNITY AFFAIRS
  - 13. DERELICT PROPERTIES
    - a. Assess Clean-up Fees – 113 Reeves St; assessed to Aldea Forestieri
- XIII. REPORT FROM CITY ATTORNEY
- XIV. ADJOURN (OR) RECESS

**Minutes of November 5, 2024  
Mayor and Board of Aldermen**

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in November, 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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Keesler Federal Credit Union presented the First Responder of the Year award to Destin Guillot.

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The Mayor proclaimed Saturday, November 30, 2024 as Small Business Saturday.

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Alderman McCaffrey made motion seconded by Alderman McGoey and unanimously carried to approve the Regular & Executive Session Minutes dated October 15, 2024 and Work Session Minutes dated October 22, 2024 of the Mayor and Board of Aldermen, as submitted.

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Alderman Brown made motion seconded by Alderman Johnson and unanimously carried to approve the Regular Minutes dated October 24, 2024 of the Planning & Development Commission, as submitted.

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Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to approve payment of invoices listed in Docket of Claims number 110524, as submitted.

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# Minutes of November 5, 2024 Mayor and Board of Aldermen

Alderman Brown made motion seconded by Alderman Parker and unanimously carried to approve the following Reallocation of Funding for Long Beach Projects from Gulf Regional Planning Commission for the FY2023-2026 Transportation Improvement Program (TIP) and authorize the Mayor to execute same:

## City of Long Beach



October 21, 2024

Kenneth Yarrow  
Executive Director  
Gulf Regional Planning Commission  
1635-G Popp's Ferry Road  
Biloxi, MS 39532

**RE: Reallocation of Funding for Long Beach Projects  
City of Long Beach  
Harrison County, MS**

Mr. Yarrow:

The City of Long Beach is requesting a reallocation of funding between projects. Attached is the latest copy of the Transportation Improvement Program (TIP) form for the Klondyke Road/West Railroad project. A TIP form is not available for the Cleveland Avenue Widening project.

The City is requesting to reallocate funds from the West Railroad Street/Klondyke Road Intersection project to the Cleveland Avenue Widening project. Below is a breakdown of the funding transfer:

Project	Total Project Cost	Current Funding		Proposed Funding	
		Federal	Local	Federal	Local
Cleveland Avenue Widening	\$2,638,328.00	\$0.00	\$2,754,665.00	\$2,110,663.00	\$527,665.00
West Railroad Street/Klondyke Road Intersection	\$2,754,654.00	\$2,203,732.00	\$550,930.00	\$93,069.00	\$550,930.00

If you have any questions, please feel free to contact me.

Sincerely,

George L. Bass  
Mayor

GB:db:M.2023.121

Attachments: FY2023-2026 Transportation Improvement Program (TIP) page for Klondyke / W Railroad

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

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Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to table Eagle Scout Project – Chase Cockrell until the next meeting on Tuesday, November 19, 2024.

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# Minutes of November 5, 2024 Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman McGoey and unanimously carried to approve the following Standard Commercial Security Agreement with All Safe Technologies, LLC for security cameras in City Hall, and authorize the Mayor to execute same:

All-in-One Commercial Agreement  
Kareesh Kirschstein, Esq. Tel. No. (510) 347-8700  
KMS@KMSHAWK.COM CONTRACTING/COPYRIGHT 1/16/2020

MS License No.: 15005794; Complaints against licensees may be directed to:  
Alabama Electronic Security Board of Licensure, 7868 Vaughn Road PMB 392  
Montgomery, AL 36118, or by phone (334) 264-9388, License No.: AEG6L#032

**ALL SAFE TECHNOLOGIES, LLC**  
2620 26<sup>TH</sup> Avenue  
Gulfport, MS 39501  
(866) 801-0000

## STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 10/21/24

Subscriber's Name: City of Long Beach - City Hall Telephone No: (228) 863-1556

Address: 201 Jeff Davis Ave. Long Beach, MS 39560 Cell Phone No: \_\_\_\_\_ Email: kinl@cityoflongbeachms.com

1. ALL SAFE TECHNOLOGIES, LLC (hereinafter referred to as "AST" or "ALARM COMPANY") agree to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of the equipment and services described in the attached Schedule of Equipment and Services.

Purchase Price: \$ 19652.01  
Taxes: \$ 0  
Total: \$ 19652.01  
Down Payment: \$ 0  
Balance due upon completion of installation: \$ 19652.01 or Balance due in \_\_\_\_\_ equal payments of \$ \_\_\_\_\_

Approximate date work to begin \_\_\_\_\_  
Estimated date work to be substantially completed \_\_\_\_\_

2. DESCRIPTION OF EQUIPMENT AND SERVICES:  
Check Services Provided:  
 Monitoring Center Services  Repair Service  Inspection  Alarm Signal Verification  Remote Subscriber Access  Cameras  
 Access Control  Access Control Administration  Cyber Security: Compliant Encryption  Thermal Imaging Device  
 Alarm com. (See Attached Alarm com Rider)  Other: (See Attached Schedule of Equipment and Services.)

3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF AST / TITLE TO EQUIPMENT:** Provided Subscriber performs this agreement for the full term, upon termination AST shall at its option provide to Subscriber the passcode to the CPU software or change its passcode to the manufacturer's default code. Software programmed by AST is the intellectual property of AST and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. Upon installation the Equipment shall be deemed Subscriber's personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by AST. AST's signs and decals remain the property of AST and must be removed upon termination of this agreement.

4. **CHECK BOX FOR APPROPRIATE SERVICES:** Only services selected are included:  
**SERVICES AND RECURRING CHARGES:** All charges are billed in advance and are plus tax, if applicable [select one option]:  
Billing shall be:  Monthly  Quarter Annually  Semi-Annually  Annually

(a) **MONITORING CENTER CHARGES:** Subscriber agrees to pay AST:  
 (i) The sum of \$ \_\_\_\_\_, payable in advance for the installation and programming of the communication software and communication devices if separate from the alarm panel if not already installed.

(ii) The sum of \$ \_\_\_\_\_ per month for the monitoring of the Security System for the term of this agreement.

(b) **SERVICE (Select i or ii)**  
 (i) Subscriber agrees to pay AST on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay AST for all parts and labor at time of service. Subscriber is not obligated to call AST for per call service and AST is under no duty to provide service except its warranty service during warranty period. Service by anyone other than AST during warranty period relieves AST of any further obligations under the Limited Warranty. Subscriber to initial for per call service option: \_\_\_\_\_

(ii) Subscriber agrees to pay AST for a Repair Service Plan for the security equipment the sum of \$ 171.53 per month for the term of this agreement.

(c) **INSPECTION AND TESTING:** Subscriber agrees to pay AST \$ \_\_\_\_\_ per month for the term of this agreement for inspection service. If this option is selected AST will make \_\_\_\_\_ inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified, the inspection will comply with UL requirements. AST will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing of inspection tests only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which AST has no responsibility or liability.

(d) **ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay AST the sum of \$ \_\_\_\_\_ per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, AST or its designated Monitoring Center shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by AST or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

(e) **REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA (VSD) / CAMERAS / AUDIO / SELF-MONITORING:** Subscriber agrees to pay AST the sum of \$ \_\_\_\_\_ per month for the term of this agreement. Select remote access / video / audio services to be provided:  
 Access Control  Recording Device  Monitoring Center Remote Video / Audio Monitoring for Live Streaming  
 Video Clips Monitored Upon Alarm Activation Only  Verification Recorded Video Clips  Cloud Service Data Storage and Retrieval  
 Remote Access By Subscriber  Video Data to Subscriber's Smart Phone  Self-Monitoring  Audio  Other (describe): \_\_\_\_\_

(f) **ACCESS CONTROL ADMINISTRATION SERVICES:** Subscriber agrees to pay AST the sum of \$ \_\_\_\_\_ per month for the term of this agreement. Select Access Control Administration services to be provided:  
 Remote Access Administration  On-Site Administration  Data Storage  Data Backup

(g) **CYBER SECURITY: COMPLIANT ENCRYPTION:** Subscriber agrees to pay AST the sum of \$ \_\_\_\_\_ per month for the term of this agreement for cyber security encryption services as specified in the Schedule of Equipment and Services. Cyber security compliance and conformance programs include guidelines in Underwriters Laboratory (UL), 2090 Cybersecurity Assurance Program or the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF). Encryption services are currently available for installation, inspection and monitoring of Camera and Access Control equipment which meets Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST), UL or any other established criteria for encryption.

**SUBSCRIBER AGREES TO PAY A TOTAL OF \$ 171.53 PER MONTH, PLUS TAX AS RECURRING CHARGES FOR SERVICES CHECKED IN PARAGRAPHS 3(a)-(g) ABOVE.**

**IN LIEU OF PAYMENT IN FULL AT COMPLETION AND ACCEPTANCE OF INSTALLATION IN PARAGRAPH 1 "PURCHASE PRICE", AND IN ADDITION TO SEPARATE RECURRING CHARGES, SUBSCRIBER AGREES TO PAY BALANCE \$ \_\_\_\_\_ IN \_\_\_\_\_ EQUAL PAYMENTS OF \$ \_\_\_\_\_ THROUGH \_\_\_\_\_ (month) \_\_\_\_\_ (year).**

# Minutes of November 5, 2024

## Mayor and Board of Aldermen

Page 2 of 4

**8. TERM OF AGREEMENT / RENEWAL:** The term of this agreement shall be for a period of five years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof AST shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. AST may invoice Subscriber in advance monthly, quarterly, or annually at AST's option. Unless otherwise specified herein, all recurring charges for 4(a)-(g) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

**9. MONITORING CENTER SERVICES:** Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, AST or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department (First Responders) depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from AST. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of AST or AST's designee Monitoring Center and AST does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of AST and are not maintained by AST except AST may own the radio network, and AST shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish AST with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List, AST will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with AST's notification obligation. All changes and revisions shall be supplied to AST in writing. Subscriber authorizes AST to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal, Monitoring Center shall monitor video or sound for so long as Monitoring Center, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests AST to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay AST \$105.00 for each such service. AST may, without prior notice, suspend or terminate its services, in AST's sole discretion, in the event of civil unrest, rioting or natural disaster which renders monitoring or first responder response impractical, or in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by AST.

**7. REPAIR SERVICE:** Repair service pursuant to paragraph 4(b)(i), includes all parts and labor pursuant to the agreed upon service repair plan and AST shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without AST's written consent.

**8. SUBSCRIBER REMOTE ACCESS:** If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by AST, the equipment will transmit data via Subscriber's high speed internet, cellular or radio communication service from remote device supplied by AST or Subscriber's internet or wireless connection device which is compatible with AST's remote services. AST will grant access to service permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the internet, over which AST has no control. The remote services server is provided either by AST or a third party. AST shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. AST shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST) or any other established criteria for encryption and AST shall have no liability for access to the alarm system by others.

**9. WIRELESS AND INTERNET ACCESS CAPABILITIES:** Subscriber is responsible for supplying high-speed internet access and/or wireless services at Subscriber's premises. AST does not provide internet service, maintain internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, AST will authorize Subscriber access. AST is not responsible for Subscriber's access to the internet or any interruption of service or down time of remote access caused by loss of internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and AST shall have no liability for such third party unauthorized access. AST is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. AST is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or internet service.

**10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION:** If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service AST or its designee shall store and/or backup data received from Subscriber's system for a period of one year. AST shall have no liability for data corruption or inability to retrieve data even if caused by AST's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by AST and AST has no responsibility for such access or IP address service. AST shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided AST will maintain the data base for the operation of the Access Control System. Subscriber will advise AST of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to AST regarding personnel access must be in writing via email or fax to addresses designated by AST. AST shall have remote internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and internet access.

**11. a. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS:** If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. AST shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, AST shall store data received from Subscriber's system for one year. AST shall have no liability for data corruption or inability to retrieve data even if caused by AST's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by AST and AST has no responsibility for such access or IP address service. If system has remote access AST is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. AST shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. AST has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

**b. THERMAL IMAGING DEVICES:** Thermal imaging technology is intended for initial body temperature assessment for triage use. The device is intended to be used for adjunctive diagnostic screening only, and elevated body temperature must be confirmed with another evaluation method. Subscriber requests installation of this equipment and understands the equipment is not manufactured by AST and may not be cleared through the FDA 510(k) process. The parties agree that this equipment is not intended as a medical grade device for the diagnosis, treatment, cure or prevention of disease or medical condition, of any illness, and does not create an undue risk in light of the public health emergency. Any measurement produced by the device should not be solely or primarily relied upon to diagnose or exclude a diagnosis of COVID-19, or any other disease.

# Minutes of November 5, 2024 Mayor and Board of Aldermen

Page 3 of 4  
**LIMITED WARRANTY ON SALE**

12. In the event that any part of the security equipment becomes defective, AST agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. AST reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. AST is not the manufacturer of the equipment and other than AST's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, AST makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and AST shall not be liable for consequential damages. No equipment provided by AST is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent a disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or any illness. AST does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. **AST expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.** The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than AST. Subscriber acknowledges that any affirmation of fact or promise made by AST shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on AST's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that AST has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for AST's breach of this agreement or negligence to any degree under this agreement is to require AST to repair or replace, at AST's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, AST will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

**GENERAL PROVISIONS**

13. **DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** AST shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including AST's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of AST, AST shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay AST the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of AST on less than 24 hour notice to AST. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of AST, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. Should AST be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay AST for such service or material.

14. **TESTING OF SECURITY SYSTEM:** The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify AST if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. AST shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, AST shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise AST of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and AST fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to AST, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by AST, evidencing that warranty service was requested by Subscriber.

15. **CARE AND SERVICE OF SECURITY SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without AST's written consent.

16. **ALTERATION OF PREMISES FOR INSTALLATION:** AST is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in AST's sole discretion for the installation and service of the security system, and AST shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

17. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by AST.

18. **LIEN LAW:** AST or any subcontractor engaged by AST to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

19. **INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless AST, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by AST's performance, negligence or failure to perform any obligation under or in furtherance of this agreement or failure to detect, mitigate or respond to any communicable disease, infectious agent, bacteria or virus. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation. Subscriber's insurance carrier may otherwise have against AST or AST's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of AST, which shall not unreasonably be withheld. AST shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

20. **EXCULPATORY CLAUSE:** AST and Subscriber agree that AST is not an insurer and no insurance coverage is offered herein. The equipment and AST's services are designed to detect and reduce certain risks of loss, though AST does not guarantee that no loss or damage will occur. No equipment provided by AST is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or illness. AST is not assuming liability, and, therefore, Subscriber agrees AST shall not be liable to Subscriber or any other third party, and Subscriber covenants not to sue AST, for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury, health condition or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water, any communicable disease, infectious agent, bacteria, virus, illness or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by AST's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

21. **INSURANCE / ALLOCATION OF RISK:** Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and AST is named as additional insured and which shall on a primary and non-contributing basis cover any loss or damage AST's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, or AST's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. AST shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against AST and its subcontractors for loss or damages caused by perils intended to be detected by AST's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

22. **LIMITATION OF LIABILITY:** SUBSCRIBER AGREES THAT, EXCEPT FOR AST'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF AST AS A RESULT OF AST'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF AST'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT AST'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 8 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE AST'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH AST'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING AST'S LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE AND ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS



# Minutes of November 5, 2024 Mayor and Board of Aldermen

Page 4 of 4

23. **LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION:** The parties agree that due to the nature of the services to be provided by AST, the payments to be made by the Subscriber for the term of this agreement form an integral part of AST's anticipated profits. That in the event of Subscriber's default it would be difficult if not impossible to fix AST's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to AST, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and AST shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

**SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE**  
The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action or proceeding commenced by AST against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. **SUBSCRIBER MAY BRING CLAIMS AGAINST AST ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY SHALL, AT THE OPTION OF ANY PARTY BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, IN NASSAU COUNTY, NEW YORK, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICES.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED.** The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Mississippi, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where AST's principal place of business is located. The parties waive trial by jury in any action between them unless actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against AST in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

**SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS**

24. **AST'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that AST is authorized and permitted to subcontract any services to be provided by AST to third parties who may be independent of AST, and that AST shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints AST to act as Subscriber's agent with respect to such third parties, except that AST shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to AST's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of AST.

25. **MOLD, OBSTACLES AND HAZARDOUS CONDITIONS:** Subscriber shall notify AST in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event AST discovers the presence of suspected asbestos or other hazardous material, AST shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate AST for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If AST, in its sole discretion, determines that continuing the work poses a risk to AST or its employees or agents, AST may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate AST for all services rendered and material provided to date of termination. AST shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall AST be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

26. **NON-SOLICITATION:** Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of AST assigned by AST to perform any service for or on behalf of Subscriber for a period of two years after AST has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, AST shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with AST, times twelve, together with AST's counsel and expert witness fees.  
27. **FALSE ALARMS / PERMIT FEES / WITNESS FEES:** Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required, by applicable law and indemnify or reimburse AST for any fees or fines relating to permits or false alarms. AST shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons AST requiring any services or appearances, Subscriber agrees to pay AST \$200 per hour for such services and appearances. Subscriber shall reimburse AST for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

28. **SECURITY INTEREST / COLLATERAL:** To secure Subscriber's obligations under this agreement Subscriber grants AST a security interest in the security equipment installed by AST and AST is authorized to file a financing statement.  
29. **CREDIT INVESTIGATION:** Subscriber and any guarantor authorize AST to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

30. **FULL AGREEMENT / SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

### SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.

ALL SAFE TECHNOLOGIES, LLC:

By \_\_\_\_\_  
Signature

**SUBSCRIBER:**  
  
Subscriber Signature by Authorized Officer Title of Person Signing

George L. Bass 64-6000 637  
Print Name of Subscriber Tax ID or EIN

Subscriber's Email Address: \_\_\_\_\_

The undersigned personally guarantees Subscriber's performance of this agreement and agrees to be bound by all terms as a party herein.

Signature (Name Must Be Printed Below) SS# \_\_\_\_\_

Print Name Residence Address \_\_\_\_\_

# Minutes of November 5, 2024 Mayor and Board of Aldermen

All in One Commercial Sales Schedule of Equipment & Services  
Kunath Kischbaum, Inc. Tel. No. (516) 747-6700  
© 2002/2003/2004/2005/2006/2007/2008/2009/2010/2011/2012/2013/2014/2015/2016/2017/2018/2019/2020

MS License No.: 15005764; Complaints against licensees may be directed to  
Alabama Electronic Security Board of Licensure, 7956 Vaughn Road PMB 392  
Montgomery, AL 36116, or by phone (334) 264-9388, License No. AESBL#832

**ALL SAFE TECHNOLOGIES, LLC**  
2620 26<sup>TH</sup> Avenue  
Gulfport, MS 39501  
(866) 801-0000

### SCHEDULE OF EQUIPMENT AND SERVICES

New System:

Service Plan: Accept  Decline

All Safe Technologies recommends protecting your investment through the purchase of a service plan. Please ask your sales representative about the options available.

Equipment Add-on:

Existing System Monitoring Takeover:  \*\*see below

Describe Equipment (Model #): \_\_\_\_\_  
1-64 Channel NVR  
4-4TB HDD  
2-24 Port POE+ Switch  
28-4MP turret cameras  
3-5MP PTZ WALLMOUNT  
\_\_\_\_\_  
\_\_\_\_\_


Describe Services: \_\_\_\_\_  
Monthly Platinum Service Plan: \$171.53  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\*\*\*Existing System Monitoring Takeover – All Safe Technologies will program customer owned system(s) for monitoring per agreement. All Safe Technologies will evaluate the system for proper operation and advise customer of any inoperable devices or deficiencies. Customer acknowledges there is no warranty on existing system components and any required repairs will be at customer expense.  
Customer reserves the right to cancel this agreement if All Safe Technologies is either unable to program system for monitoring or chooses to not complete repairs as advised. Customer Initials: \_\_\_\_\_

Date: 10/21/24

**ALL SAFE TECHNOLOGIES, LLC:**

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

**SUBSCRIBER:**  
  
Signature (Name must be printed below)  
George L. Bass  
Print Name



# Minutes of November 5, 2024 Mayor and Board of Aldermen

Alarm.com Rider  
Kerrish Klueberbaum, Esq. Tel. No. (316) 747-8700  
KERRISH@KERRISHKLUEBERBAUM.COM

MS License No.: 15005784; Complaints against licensees may be directed to:  
Alabama Electronic Security Board of Licensure, 7958 Vaughn Road PMB 392  
Montgomery, AL 36116, or by phone (334) 264-9388, License No.: AESBL#832

**ALL SAFE TECHNOLOGIES, LLC**  
2620 25<sup>TH</sup> Avenue  
Gulfport, MS 39501  
(866) 801-0000

### RIDER FOR ALARM.COM PRODUCTS AND SERVICES

This Rider supplements the Agreement between the parties for alarm/security services and governs Subscriber's relationship with Alarm.com. This Rider is for services and products furnished by Alarm.com, including the following:

#### CHECK BOX FOR APPROPRIATE SERVICES:

**SERVICES AND CHARGES: Only services selected are included:**

**Alarm.Com**

Alarm.com Interactive Security  Alarm.com Video Monitoring

Standard Storage  Additional Storage  Cancellation Option\*  Alarm.com Access

Lights  Locks  Remote Control  Automation & Triggers  Energy Management  Thermostat

Home Automation  Seamless Integration  Wellness  Smart Device Apps

\*Subscriber acknowledges that if the Cancellation Option is used, by clicking the Cancellation Option the alarm signal will be cancelled and the Monitoring Center will not notify first responders. If the Monitoring Center has already notified first responders, it may not withdraw the notice even if you have clicked on the cancellation option.

Other: \_\_\_\_\_  
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Annexed hereto and made a part hereof are the Alarm.com terms and conditions. By accepting Alarm.com products and services you accept these terms and conditions which govern your relationship with Alarm.com. The Alarm.com terms and conditions may change from time to time and you accept all such changes which terms and conditions can be found at [www.alarm.com](http://www.alarm.com). Your relationship with ALL SAFE TECHNOLOGIES, LLC is governed by your contract with ALL SAFE TECHNOLOGIES, LLC.

By checking this box you agree to the Alarm.com terms and conditions found at: [www.alarm.com](http://www.alarm.com).

Date: 11-6-24  
  
Subscriber Signature

## Minutes of November 5, 2024 Mayor and Board of Aldermen

[www.alarm.com](http://www.alarm.com)

### **Terms & Conditions**

Alarm.com provides user interfaces for monitoring and controlling security systems. This document sets forth the Terms and Conditions under which you may use the Service. The Service includes this web site, voice site, and mobile site (the "User Interfaces") and the corresponding email and phone notifications known as the Alarm.com Network (the "Alarm.com Network"). Please read this page carefully. By accessing, browsing or using the Services or downloading any content from the Services, you acknowledge that you have read, understood and agree to be bound by these terms and to comply with all applicable laws and regulations. If you do not agree to these terms, do not access, browse or use the Services or download any content from the Services. We may revise these Terms and Conditions at any time by updating this posting. You should visit this page periodically to review the Terms and Conditions, because they are binding on you. If you violate any of these Terms or Conditions, your permission to use the Service automatically terminates.

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### **Limitation of Liability, Warranty, Dealer Independence**

Your dealer's service is provided by the Alarm.com Providers without warranty and subject to the following limitations of liability: EXCEPT AS LIMITED BY LAW, THE LIABILITY OF THE ALARM.COM PROVIDERS FOR ANY LOSS OR DAMAGE ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN YOUR DEALER'S SERVICE OR TRANSMISSION OF YOUR DEALER'S SERVICE OR FOR LOSSES OR DAMAGES ARISING OUT OF THE FAILURE OF THE ALARM.COM PROVIDERS TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATIONS SHALL NOT EXCEED THE GREATER OF THE AMOUNT PAID BY THE SUBSCRIBER FOR YOUR DEALER'S SERVICE OR \$250.00. NONE OF THE ALARM.COM PROVIDERS SHALL HAVE ANY LIABILITY FOR ANY MISTAKE, OMISSION, INTERRUPTION OR DEFECT THAT DOES NOT LAST FOR AT LEAST 24 HOURS. NONE OF THE ALARM.COM PROVIDERS SHALL BE LIABLE FOR ANY MISTAKE, OMISSION, INTERRUPTION, OR DEFECT IN YOUR DEALER'S SERVICE CAUSED BY THE NEGLIGENCE OR WILLFUL ACT OF THE DEALER, SUBSCRIBER, PARTIES OTHER THAN THE ALARM.COM PROVIDERS, OR WHEN CAUSED BY ACTS OF GOD, FIRE, WAR, RIOTS, GOVERNMENT AUTHORITIES, DEFAULT OF SUPPLIER, OR OTHER CAUSES BEYOND THE CONTROL OF THE ALARM.COM PROVIDERS, INCLUDING WITHOUT LIMITATION DEFECT IN OR FAILURE OF EQUIPMENT PROVIDED BY YOUR DEALER OR ANY PARTY OTHER THAN THE ALARM.COM PROVIDERS.

## Minutes of November 5, 2024 Mayor and Board of Aldermen

### **Trademarks**

ALARM.COM® is a registered service mark of Alarm.com. Unauthorized use of any Alarm.com trademark or logo may be a violation of federal and state trademark laws.

### **Copyright**

The Service is protected by U.S. and international copyright laws. Except for your informational, personal, non-commercial use as authorized above, you may not modify, reproduce or distribute the content, design or layout of the Service, or individual sections of the content, design or layout of the Service or Alarm.com logos without our express written permission.

### **Modifications**

Alarm.com reserves the right to modify the Service, and the rules and regulations governing its use, at any time. Modifications will be posted on the Web Site, and users are deemed to be apprised of and bound by any changes to the Service. Alarm.com may make changes in the products and/or services described on the Service at any time.

### **Links**

From time to time, we may post links that will allow you to leave the User Interfaces and, in the future, we may offer links that will allow you to leave the Services. The linked sites are not under the control of Alarm.com, and the content available on the sites linked to the Service do not necessarily reflect the opinion of Alarm.com. Alarm.com is providing these links as a convenience to you, and access to any other sites linked to the Service is at your own risk. Alarm.com assumes no responsibility for the content of such linked sites. The inclusion of any link does not imply a recommendation or endorsement by Alarm.com of the linked site.

### **Security**

You are responsible for maintaining the confidentiality of your login and password, and you are responsible for all uses of your login, password, and PINS, and any and all related charges, whether or not authorized by you.

### **Content**

The content accessed through the Service is intended to be a general information resource for the subject matter covered, but is provided solely on an "AS IS" and "AS AVAILABLE" basis as noted herein. You are encouraged to confirm the information contained herein with other sources. Alarm.com is not engaged in rendering medical, investment, financial, tax, accounting, legal, engineering, or other professional services or advice. If you desire or need such services or advice, you should consult a professional. You should not construe Alarm.com publication of this content as an endorsement by Alarm.com of the views expressed herein, or any warranty or guarantee of any of these views, opinions or recommendations.

## Minutes of November 5, 2024 Mayor and Board of Aldermen

### **Purchases**

Your commercial dealings with advertisers and/or vendors found on or through the Service (each, a "Vendor"), including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such Vendor. You agree that Alarm.com shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such Vendors on the Service.

### **Location**

The Service is operated by Alarm.com from its offices in the United States. Alarm.com makes no representation that the information located on the Service is appropriate or available for use in other locations, and access to the Service from territories where the content of the Service may be illegal is prohibited. Those who choose to access the Service from other locations do so on their own initiative and are responsible for compliance with applicable local laws. Any claims relating to the information available on the Service will be governed by the laws of the Commonwealth of Virginia, U.S.A., excluding the application of its conflicts of law rules.

### **Violations and Additional Policies**

Alarm.com reserves the right to seek all remedies available at law and in equity for violations of these Terms and Conditions, including the right to block access from a particular Internet address or phone number to the Service. Alarm.com may terminate this Agreement and/or your access to the Service at any time for any reason or no reason.

# Minutes of November 5, 2024

## Mayor and Board of Aldermen

Consumer Disclosure/Consent To Electronic Communications  
 Revised Provisions: Exp. 1st. by (11/13/2023)  
 AHS/CHE/BAUF CON/TRADES/Chap/pt 1.0201

MS License No.: 15005764;  
 Complaints against licensees may be directed to:  
 Alabama Electronic Security Board of Licensure, 7956 Vaughn Road PMB 392  
 Montgomery, AL 36116, or by phone (334) 264-9388, License No.: AESBL#632

**ALL SAFE TECHNOLOGIES, LLC**  
 2620 25<sup>TH</sup> Avenue  
 Gulfport, MS 39501  
 (866) 801-0000  
 admin@allsafetec.com

### CONSUMER DISCLOSURE AND CONSENT TO ELECTRONIC COMMUNICATIONS

1. **Disclosure.** Federal law [Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001-7031] permits you to agree to the receipt and access of certain documents and communications in electronic form, notwithstanding any requirement for written copies. Pursuant to this Consumer Disclosure and Consent to Electronic Communications you consent to receive and to be provided with electronic copies of all documents and communications as defined below. Please save or print a copy of this document for your records.
2. **Consent to Electronic Delivery.** You agree to receive all documents and communications including but not limited to agreements, terms and conditions, bills for services, statutory notices, correspondence and disclosures required by law to be in writing, ("Documents and Communications") from ALL SAFE TECHNOLOGIES, LLC (hereinafter referred to as "AST" or "COMPANY") in an electronic format, ("Electronic Communications"). You acknowledge that you are able to receive and retain such Electronic Communications by printing, downloading or saving them to your electronic device. You accept any Electronic Communications provided by AST as reasonable and proper notice in full satisfaction of any law or regulation requiring that such Documents and Communications be provided to you in writing, or in a form that you have the ability to retain. You agree that you are solely responsible for notifying AST of any changes to your email address, and agree to keep it up to date by writing to AST at [admin@allsafetec.com](mailto:admin@allsafetec.com) or to: ALL SAFE TECHNOLOGIES, LLC, 2620 25<sup>TH</sup> Avenue, Gulfport, MS 39501.
3. **Paper Copies of Electronic Communications.** You agree that AST does not need to provide you with additional paper (non-electronic) copies of any Electronic Communications unless you specifically request to receive paper copies. You may request a paper copy of any Electronic Communications provided by AST. You acknowledge AST reserves the right to charge you a reasonable fee for the production and mailing of any paper copy of Electronic Communications. To submit a request to receive a paper copy of all Electronic Communications contact AST by mail: ALL SAFE TECHNOLOGIES, LLC, 2620 25<sup>TH</sup> Avenue, Gulfport, MS 39501.
4. **Revocation of Consent to Electronic Communications.** You have the right to withdraw your consent to receive Electronic Communications from AST at any time. You acknowledge that AST reserves the right to restrict or terminate your access to its website, web portal or web application if you withdraw your consent to receive Electronic Communications. To withdraw your consent to receive Electronic Communications contact AST by mail: ALL SAFE TECHNOLOGIES, LLC, 2620 25<sup>TH</sup> Avenue, Gulfport, MS 39501.
5. **Right to Modify Terms.** AST reserves the right, in its sole discretion, to modify the terms and conditions of this Consumer Disclosure and Consent to Electronic Signatures and Communications. If required by law AST shall notify you of any modification to the Consumer Disclosure and Consent to Electronic Communications or the termination of its relationship with you.



# Minutes of November 5, 2024 Mayor and Board of Aldermen

To obtain Documents and Communications from AST electronically, indicate your consent to the above terms and conditions by providing at least two of three personal identifiers as requested below, typing your full name in the space provided, and clicking the "I Accept" checkbox below.

Personal Identifiers: (Provide two of three)

\_\_\_\_\_  
(Date of Birth)  
0637  
\_\_\_\_\_  
(Last 4 digits of Social Security Number)  
Beach  
\_\_\_\_\_  
(Mother's Maiden Name)

"I hereby accept the terms and conditions as outlined in the above agreement and understand that by confirming I am submitting my electronic consent to receive all document(s) and communication(s) electronically."

Type Full Name:  
GEORGE L. BASS  
(Print Name)

\*\*\*\*\*

**Minutes of November 5, 2024  
Mayor and Board of Aldermen**

There came on for discussion Cleanup Assistance Request from Urban Forest, whereupon Alderman McGoey made motion seconded by Alderman Parker and unanimously carried to authorize the Land Trust to load cleanup debris into public works trucks, that would be parked in the right of way, to be hauled to the dump in the event Pelican Waste is not able to provide trucks.

\*\*\*\*\*

There came on for discussion War Memorial Park Pavilion & Restrooms, whereupon Alderman Bennett made motion seconded by Alderman Brown and unanimously carried to authorize the construction of a restroom facility by Full Armour Homes for the quoted price of \$44,500.00 and the construction of a 30' x 40' covered pavilion by Collier for the quoted price of \$25,400.00.

\*\*\*\*\*

There came on for discussion Cruisin' the Coast Committee, whereupon Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to establish a Cruisin' the Coast Committee consisting of Aldermen Mike Brown, Bernie Parker and Angie Johnson, Police Chief Billy Seal and Community Affairs Director Courtney Cuevas to discuss the City's involvement in next year's event.

\*\*\*\*\*

**Minutes of November 5, 2024  
Mayor and Board of Aldermen**

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 5th day of November, 2024, the following Resolution, which was reduced to writing and presented in advance of the meeting for reading and examination:

**A RESOLUTION OF THE CITY OF LONG BEACH, (the CITY) AUTHORIZING THE  
SALE OF CERTAIN PROPERTY THE CITY.**

WHEREAS, the CITY OF LONG BEACH (the CITY) owns certain interest in property located in the City of Long Beach located at W 4<sup>th</sup> Street, Parcel #0612G-02-006.000.

WHEREAS, the property is not used for municipal purposes and it is desirable for said property to be sold in accordance with law; and

WHEREAS, the proposed sale of the property was appraised by two licensed appraisers to determine fair market value, and advertised for sale in a public newspaper in accordance with law; and

WHEREAS, the City is authorized by MS Code 21-17-1 (1972) annotated, to sell City property; and

WHEREAS, after receiving no bid(s) to purchase, an offer to purchase was made in the amount equal to the average of the two appraisals in the amount of \$90,001.00, plus one half (50%) of the appraisal cost in the amount of \$875.00 accordance with Section 21-17-1 of the MS Code of 1972, Annotated;

NOW, THEREFORE, BE IT HEREBY RESOLVED AND ORDERED by the Mayor and Board of Aldermen of the City of Long Beach, as follows:

SECTION 1. That the City has determined it is in the best interest of the City to sell parcel #0612G-02-006.000 which is not being used for municipal purposes.

SECTION 2. After advertising for public sale and receiving no bids, an offer to purchase was received and determined to be fair market value, and in accordance with MS Code 21-17-1, Annotated.

**Minutes of November 5, 2024  
Mayor and Board of Aldermen**

SECTION 3. That the Purchasers offer to purchase said property in the amount of \$90,001.00 and \$875.00 appraisal cost is fair and reasonable.

SECTION 4. That upon receipt of the agreed upon purchase price and appraisal fee, the Mayor be authorized to execute such Quitclaim Deed as necessary to lawfully transfer title and ownership from the City to the purchaser.

Alderman Brown made motion to adopt, seconded by Alderman McCaffrey the adoption of the foregoing Resolution and the question being put to a roll call vote, the result was as follows:

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

This motion to adopt the Resolution, having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution adopted and approved this 5<sup>th</sup> day of November, 2024

APPROVED:



George L. Bass, Mayor

ATTEST:

  
Kini Gonsoulin, Deputy City Clerk

\*\*\*\*\*

There came on for discussion Cyber Security, whereupon Alderman Brown made motion seconded by Alderman McGoey and unanimously carried to hire AGJ Systems & Networks to perform a city-wide assessment and cost analysis of its computer networks.

\*\*\*\*\*

Minutes of November 5, 2024  
Mayor and Board of Aldermen


Alderman Johnson announced the following Veteran’s Day Celebration to be held on November 11, 2024:

**VETERANS DAY  
CELEBRATION  
MONDAY-NOVEMBER 11  
5:30 - 7:30  
COASTAL DAIQUIRI**

**SPONSORED BY  
COAST CARES FOUNDATION  
WITH GENEROUS DONATIONS BY:**

**COASTAL DAIQUIRI  
SMOKE & GEAUX BBQ  
HARRISON COUNTY SHERIFF MATT HALEY  
TRAX BAR & GRILL  
MICHAEL MCGILL  
DONALD FRAZER, ALDERMAN AT LARGE  
HARRISON COUNTY CHANCERY CLERK ANGELA THRASH  
ELVIS GATES**

**MUSIC BY GULF SOUTH EVENTS, LLC**



**IF YOU WOULD LIKE TO DONATE OR WANT MORE INFORMATION CALL (228) 297-9298**

\*\*\*\*\*



**Minutes of November 5, 2024  
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman Bennett and unanimously carried to enter into the following lease agreement with Mississippi Power for light fixtures at Harper McCaughn Town Green, and authorize the Mayor to execute same:

**Lighting Services - Standard Lease Agreement**



Customer Legal Name: City of Long Beach DBA: Town Green  
 Service Address: E 3rd St, Long Beach, MS 39560 County: Harrison  
 Mailing Address: P O Box 929, Long Beach, MS 39560  
 Email: \_\_\_\_\_ Tel: \_\_\_\_\_ Alt Tel: \_\_\_\_\_  
 Tax ID #: \_\_\_\_\_ CSS Acct # if Existing Customer: \_\_\_\_\_  
 Job Order #: \_\_\_\_\_ GWO #: \_\_\_\_\_  
 Offer Period: \_\_\_\_\_

Type Customer  Commercial  Industrial  Governmental

Business Description (Apartment Complex, Restaurant, Ball-field, etc.): Park Lighting

Install - Selected Components		
Quantity	Item	Description
22	LED Fixture	6,000 Lumens LED Acorn
22	Photocell	Photocell / Shorting Cap
22	Misc. Material	Fuse / Fuse Holder
350'	Wire	Wire #12/3

Upfront Customer Payment Amount \$0.00  
 Monthly Lease Payment  \*(Excludes applicable sales tax)  
 Term (Months)

Project Notes:  
Remove customer owned fixtures. Install LED decorative fixtures, replace wire in poles and install fuses for each.  
Customer to maintain poles and underground wiring.

Customer agrees to this Lighting Services Agreement with Mississippi Power Company under the attached terms and conditions and authorizes all actions noted on this agreement. Customer also agrees to allow removal and modification of existing MPC assets, and/or Customer Owned assets as needed to provide the Service.

<b>Customer's Authorized Signature:</b>	<b>Mississippi Power Company:</b>
Signature: <u></u>	Signature: _____
Print Name: <u>George L. Bass</u>	Print Name: <u>Bryan Coley</u>
Print Title: <u>Mayor</u>	Print Title: <u>Director, Customer Solutions</u>
Date: <u>11/5/24</u>	Date: _____

# Minutes of November 5, 2024 Mayor and Board of Aldermen

- 1 **Lighting Equipment Lease.** Mississippi Power Company ("MPC") will lease to Customer the "Facilities" described on Page 1 of this Lease Agreement ("Agreement") for use at the "Premises" (the "Service Address" shown on Page 1). Customer grants a license of right of access to MPC (and to MPC's representatives and contractors) to enter the Premises to install, connect, inspect, maintain, test, replace, repair, or remove the Facilities; to remove or disconnect pre-existing equipment as noted; or to conduct any other Agreement-related activity (collectively, the "MPC Activities"). Customer acknowledges that the Facilities, though attached to real property, will always remain the exclusive personal property of MPC and that MPC may remove the facilities when this Agreement ends. Customer also acknowledges that regulatory change during the Agreement term may require MPC to modify or replace some Facilities.
- 2 **Term.** The "Initial Term" of this Agreement is the period stated on Page 1, calculated from the date of the first monthly bill. After the Initial Term, the Agreement will automatically renew on an annual basis until terminated by either Customer or MPC by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. MPC's address for notice is Mississippi Power Company, ATTN: Marketing Lighting Services, PO Box 4078, Gulfport, MS 39502-4078. Customer's address for notice is the Mailing Address shown on Page 1.
- 3 **Payment.** MPC will invoice Customer per the terms stated on Page 1. Customer agrees to pay the amount billed by the due date. If there is a balance outstanding past the due date, Customer agrees to also pay a 1.5% late fee on the unpaid monthly balance and also acknowledges that Customer may be required to pay a deposit of up to two times the Monthly Charge in order to continue service. CUSTOMER ACKNOWLEDGES THAT MPC MAKES NO REPRESENTATION OR WARRANTY REGARDING TREATMENT OF THIS TRANSACTION BY THE INTERNAL REVENUE SERVICE OR THE STATUS OF THIS AGREEMENT UNDER ANY FEDERAL OR STATE TAX LAW; CUSTOMER ENTERS INTO THIS AGREEMENT IN SOLE RELIANCE UPON CUSTOMER'S OWN ADVISORS.
- 4 **Equipment Protection.** Throughout this Agreement's term, Customer will inform its personnel (and any contractor or person performing construction at the Premises or digging near MPC's Facilities) of the Facilities presence. Either Customer or the other party must provide notices and locate requests to the Mississippi One Call System and must coordinate all activities with the One Call Center and with all utility facility owners or operators as required by the then current Mississippi One Call Law. Customer further acknowledges that any such work may require compliance with certain laws and regulations, including, without limitation, the Mississippi High Voltage Power Line Act, Miss. Code Ann. §§ 45-15-1, et seq., and regulations of the Occupational Safety and Health Administration. These laws and regulations shall be independently consulted by Customer to determine if any additional compliance measures shall be undertaken by Customer prior to commencement of any work; provided, however, that no work shall be performed until such consultation and compliance has been completed. As between Customer and MPC, Customer will bear all costs arising from failure to comply with these laws or for Facility damage caused by anyone other than MPC (or MPC's representatives or contractors). IF THE FACILITIES ARE DAMAGED, CUSTOMER WILL REPORT THE DAMAGE TO MPC AS SOON AS POSSIBLE BY CALLING 800-467-3275.
- 5 **Maintenance/Repairs.** During this Agreement's term, MPC will maintain the Facilities and will bear the cost of routine repair or replacement. All non-routine maintenance or repair can be done at the Customer's request and will be billed to Customer at then-current MPC rates. Customer must notify MPC of any need for Facility repair by calling 877-858-1836. If the Facility damage was caused by Customer or third party, Customer will reimburse MPC for the repair or replacement cost. Either Party shall be excused from performance of its obligations hereunder other than accrued payment obligations and shall not be considered to be in default in respect of such obligations to the extent that, and for so long as, failure to perform such obligations is due to a Force Majeure Event defined as any occurrence, nonoccurrence or set of circumstances that is beyond the reasonable control of such Party.
- 6 **Safety/Damages.** CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF THE PREMISES AND ACKNOWLEDGES THAT MPC NEITHER HAS, NOR ASSUMES, ANY OBLIGATION TO ENSURE THE PREMISES' SAFETY. MPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the equipment or any MPC activity under this agreement. Customer will not be entitled to indirect or consequential damages from MPC of any kind (including loss of revenue, loss of actual or anticipated profits, loss of capital costs, loss of business reputation, or punitive damages) arising from any damage or delay involving the Facilities or this Agreement.
- 7 **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, defend (if requested by MPC), and hold harmless MPC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any claim, demand, damage, expense (including attorney's fees and court costs), action, proceeding, judgment, penalty, fine, cost, or other liability (whether based upon tort, breach of contract, strict liability, equity, or otherwise) of any kind or nature for bodily injury (including death) to persons, damage to real or personal property (including loss of use), monetary damage, or equitable relief caused by or arising out of any act or omission of Customer involving this Agreement, the Facilities, or the Premises, in whatever manner caused and regardless of whether caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of MPC, any other person indemnified under this Agreement, or any other person not a party to this Agreement.
- 8 **Default.** Customer will be in default if any amount owed under this Agreement is not paid within 45 days of billing. MPC's waiver of any past default will not waive any other default. If default occurs, MPC may, at its discretion, immediately terminate this Agreement, collect all past due amounts and all amounts due for the Facilities during the Agreement's remaining term, remove the Facilities from the Premises, and seek any other available remedy. MPC shall be entitled to reasonable attorney's fees, costs and expenses associated with any claim or litigation concerning Customer's default of this Agreement.
- 9 **Entire Agreement.** This Agreement contains the parties' entire agreement relating to the Facilities and replaces any prior agreement, written or oral. This Agreement may be modified only by an amendment signed by each party, except that updated contact information (e.g. address, phone number, etc) may be provided at any time by written notice to the other party. This Agreement will be governed by Mississippi law. If any provision is ruled invalid or unenforceable, the Agreement as a whole will not be affected. In this Agreement, "including" means "including, but not limited to."
- 10 **Pole Attachments.** If Customer desires to attach anything to any Facilities (poles, light fixtures, brackets, etc), Customer must first obtain MPC's written permission. Customer must contact MPC's Lighting Services Business Unit at 877-858-1836 to obtain the proper pole attachment authorization.
- 11 **Customer Representations.** Customer represents to MPC that: (i) Customer is expressly authorized by all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the MPC Activities (including the use of vehicles, equipment, tools, and materials necessary); (ii) all Premises property lines are clearly and accurately marked; and (iii) the Premises' final grade will vary no more than 8" from the grade existing at the time of Facility installation.
  - a. **Customer Duty.** If MPC agrees to allow Customer to perform any part of the Facility installation (including trenching) itself or through a third party, Customer warrants that its work will meet MPC's installation specifications (which will be provided to the Customer). Customer will bear all reasonable additional costs arising from Customer's non-compliance with MPC's specifications or lack of timely (i.e. 10 days) notice to MPC that MPC's portion of the Facilities installation can commence.
  - b. **Underground Facilities/Obstructions.** Because MPC's Activities may require excavation or digging, Customer acknowledges that Customer must mark all underground obstructions and private utilities and facilities (e.g. gas lines, water lines, sewer lines, irrigation facilities, low voltage data or communication cables or lines, etc) at the Premises. Customer warrants either that: (i) all underground obstructions and private utilities and facilities have been marked or will be marked before MPC commences Facility installation or other MPC Activities involving excavation or digging; or (ii) there are no underground obstructions or private utilities or facilities at the Premises.
  - c. **Unforeseen Conditions.** If Customer fails to properly mark or identify a private utility or facility or other underground obstruction, and damage occurs in connection with MPC's Activities, Customer agrees that, as between Customer and MPC, Customer will bear sole responsibility for any and all damages incurred, including MPC and/or third-party damages, and that MPC will have no liability for any damage or resulting delay. Customer also acknowledges that the estimated charges shown on Page 1 include no allowance for any subsurface rock, wetlands, underground stream, buried waste, unsuitable or unstable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not known to Customer or properly identified and marked by Customer. If an unforeseen condition is encountered, MPC, in its sole discretion, may stop all MPC Activity until Customer either remedies the unforeseen condition or agrees to reimburse all MPC expenses arising from the unforeseen condition. Customer will bear all costs of any Facility modification or change requested by Customer or dictated by unforeseen conditions or circumstances outside MPC's control.

CUSTOMER REPRESENTATIONS ACKNOWLEDGED BY CUSTOMER: Initials: GLB Date: 11-8-24

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

Fire Department:

- Step Increase, Firefighter Brian Sumrall, FS-9-I, effective November 16, 2024
- EMT Education Pay, Firefighter Brandon Sumrall, effective October 15, 2024

Recreation:

- New Hire, Laborer Kenny Magee, CSH-III-8, effective November 16, 2024
- Resignation, Laborer Tina Bradley, effective November 1, 2024
- Resignation, Laborer Cherie Griffith, effective November 19, 2024

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**Minutes of November 5, 2024  
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman Parker and unanimously carried to approve the following Budget Amendment for FY 2025 for the Police Department:

**City of Long Beach  
Budget Amendment Request**

Fund Name	<u>General Fund</u>	Date	<u>11/5/2024</u>
Department #	<u>213</u>	Budget Entry #	<u>                    </u>
Department Name	<u>Police Department</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
New Equipment 213-631000	203,973	-	8,225	212,198
Auction Proceeds 010-580700	-	-	(8,225)	(8,225)
Capital Outlay 213-630100	-	-	80,801	80,801
Fund Balance (Prior Year)			(80,801)	(80,801)

Amendment to budget funds recieved from sale of assets at auction and to roll over previously encumbered funds from FY 2024.

Amendment #1



November 1, 2024

To: Mayor Bass  
Board of Alderman

From: Chief Seal

RE: Budget Amendment

I am requesting to amend the 2024-2025 Police Department budget by placing \$8,224.50 from the 2024 auction proceeds to the New Equipment line item (213-631000).

I am requesting to amend the 2024-2025 Police Department budget by placing \$80,801.00 from the 2023-2024 Police Department budget to the Capital Outlay line item (213-630100). These funds were added to 2023-2024 budget for the purchase of a new Police and Fire Dispatch server. The server has been installed and we are waiting on the invoice.

Thank you for your consideration.

William Seal  
Chief of Police

Minutes of November 5, 2024  
Mayor and Board of Aldermen

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Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Addendum to Extend Time LPA Professional Services with Overstreet & Associates for Transportation Master Plan, and authorize the Mayor to execute same:

ADDENDUM TO EXTEND TIME  
LPA PROFESSIONAL SERVICES CONTRACT  
BY AND BETWEEN  
*City of Long Beach*  
& *Overstreet & Associates, PLLC*

This Addendum is made a part of that Professional Services Contract entered into by and between *City of Long Beach* (known as the "LPA") and *Overstreet & Associates, PLLC* (Known as the "CONSULTANT"), whose address is *161 Lameuse Street, Suite 203, Biloxi, MS 39530* signed by CONSULTANT on *February 15, 2024*, and signed by LPA on *April 15, 2024*.

WHEREAS, in consideration of the agreement of the Parties hereto to modify the original Professional Services Contract between them, the *City of Long Beach* and *Overstreet & Associates, PLLC*, do by entering into this Addendum mutually agree to amend ARTICLE III. CONTRACT TERM of the original contract as aforescribed herein, in order to extend the Contract Term or period of performance of the Professional Services Contract for an additional *six (6) months*, and said Professional Services Contract is amended as set out below:

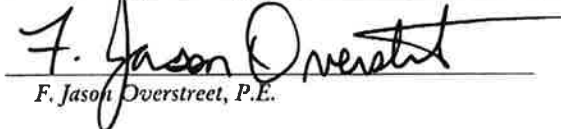
ARTICLE III. CONTRACT TERM: The CONTRACT ending date as shown in this Article for *Overstreet & Associates, PLLC* for *City of Long Beach Transportation Master Plan, STP-0295-00(026)LPA/109387-711000, Harrison County* will change from *December 31, 2024 at 11:59 P.M.* to *June 31, 2025 at 11:59 P.M.*

Except as provided herein, all other terms and conditions set forth in the original Professional Services Contract of the parties, and not in conflict with this Addendum, shall remain in full force and effect.

WITNESS this my signature in execution hereof, this the 5<sup>th</sup> day of November 2024

  
\_\_\_\_\_  
Mayor George L. Bass

WITNESS this my signature in execution hereof, this the 16<sup>th</sup> day of October 2024

  
\_\_\_\_\_  
F. Jason Overstreet, P.E.

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

Address: 161 Lameuse St. Ste. 203  
Biloxi, MS 39530

\*\*\*\*\*

**Minutes of November 5, 2024  
Mayor and Board of Aldermen**

Alderman Johnson made motion seconded by Alderman McCaffrey and unanimously carried to accept the following FY 25 Tidelands Grant Award for Long Beach Small Craft Harbor Improvements, and authorize the Mayor to execute same:



**STATE OF MISSISSIPPI**  
Tate Reeves  
Governor

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

October 28, 2024

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

**Re: Tidelands Grant Award- FY25 Long Beach Small Craft Harbor Improvements**

Dear Mayor, George Bass:

I am pleased to announce the Public Trust Tidelands award for the City of Long Beach. The Mississippi Legislature awarded the above reference project during the 2024 Mississippi Legislative session. Please see attached Grant Agreement.

The authorized award for this project is:

**FY25- Long Beach Small Craft Harbor Improvements - \$500,000.00**

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

In appreciation,

Joe Spraggins  
Executive Director

cc: David Ball



**Minutes of November 5, 2024  
Mayor and Board of Aldermen**



FY25-P613-11

**MISSISSIPPI DEPARTMENT OF MARINE RESOURCES**

**Tidelands Grant Agreement  
City of Long Beach  
FISCAL YEAR 2025**

**City of Long Beach** hereby agrees to expend funds as authorized by the Mississippi Legislature in H.B. 1783 2024 Regular Session and Mississippi Code Section 29-15-9.

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

**The City of Long Beach** agrees to:

- 1) Expend monies for the project as designated by the Legislature in H.B. 1783 2024 Regular Session Long Beach Small Craft Harbor Improvements and Mississippi Code Section 29-15-9 and be subject to an audit by the State Auditor.
- 2) Provide the Department of Marine Resources with detailed reports beginning January 31, 2025, and every six months thereafter for the duration of project, using the attached form TTF-4. Project reports will include:
 

-Final project design and budget	- Description of Work Completed
-Benefits to the public and community	- Milestones for Completion
-Visual presentation (photographs) of project	- Funds expended (to include Tidelands and Matching Funds)
-Narrative description of project	
- 3) Provide the Department of Marine Resources with a Notification of Completion – TTF-5 (to be included in final payment request-Form TTF-3) to include a detailed final report of entire project, using the attached forms.
- 4) Erect a prominent, permanent sign to be displayed at all funded public access and construction related projects. The sign shall read "Funds for this project appropriated by the Mississippi Legislature, 2024 Tidelands Trust Fund, through the Secretary of State, Michael Watson, and the Mississippi Department of Marine Resources."
- 5) To comply with the Stop Work Order Provisions listed below:
  1. *Order to Stop Work:* The MDMR may, by written order to the Grantee at any time, and without notice to any surety, require Grantee to stop all or any part of the work called for by this Grant Agreement. This order shall be for a specified period not exceeding 90 days after the order is delivered to Grantee, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Grantee shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the MDMR shall either:

# Minutes of November 5, 2024 Mayor and Board of Aldermen

FY25-P613-11

- 2. cancel the stop work order; or,
- 3. terminate the work covered by such an order by terminating the Grant Agreement, in whole or in part.
- 4. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Grantee shall have the right to resume work. An appropriate adjustment shall be made in the time required for completion of the work, and the Grant Agreement shall be modified in writing accordingly, if the Grantee asserts a claim for such adjustment within 30 days after the period of work stoppage; provided that if the MDMR determines that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Grant Agreement. In no event will the MDMR be responsible for additional costs allocable to the work covered by the order during the period of work stoppage.

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

~~10/31/24~~  
\_\_\_\_\_  
Joe Spraggins, Executive Director  
Department of Marine Resources

  
George Bass, Mayor  
City of Long Beach

10/31/24  
\_\_\_\_\_  
Date

11-6-24  
\_\_\_\_\_  
Date

Minutes of November 5, 2024  
Mayor and Board of Aldermen



City Long Beach - Long Beach Small Craft FY25  
Award-Grant Agreement-Binder1

Final Audit Report

2024-10-31

Created:	2024-10-29
By:	Sonja Slater (sonja.slater@dmr.ms.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqsw8V9LyEXvqAlaqCNzdX5HxWG79NFS6

"City Long Beach - Long Beach Small Craft FY25 Award-Grant  
Agreement-Binder1" History

-  Document created by Sonja Slater (sonja.slater@dmr.ms.gov)  
2024-10-29 - 7:50:00 PM GMT
-  Document emailed to Joe Spraggins (joe.spraggins@dmr.ms.gov) for signature  
2024-10-29 - 7:50:05 PM GMT
-  Email viewed by Joe Spraggins (joe.spraggins@dmr.ms.gov)  
2024-10-31 - 8:18:23 PM GMT
-  Document e-signed by Joe Spraggins (joe.spraggins@dmr.ms.gov)  
Signature Date: 2024-10-31 - 8:18:47 PM GMT - Time Source: server
-  Agreement completed.  
2024-10-31 - 8:18:47 PM GMT



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# Minutes of November 5, 2024 Mayor and Board of Aldermen

Based on the following recommendation from City Engineer Tyler Yarbrough, Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to accept Phases 2-5 of Castine Pointe for maintenance:



**OVERSTREET  
& ASSOCIATES**  
CONSULTING ENGINEERS

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

---

## MEMORANDUM

**Date:** 10/28/2024  
**To:** City of Long Beach  
**From:** Tyler Yarbrough  
**RE:** Castine Pointe Phase 2-5 S/D

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The 2-year warranty period for this subdivision has expired and all known warranty issues have been resolved. Therefore, we recommend the City accept the subdivision for maintenance of rights-of-ways & utilities and transfer the electric utility account (Coast Electric #3077179-004 and #3077179-005) for the pump station and street lights into the City's name.

\*\*\*\*\*

**Minutes of November 5, 2024  
Mayor and Board of Aldermen**

Based on the following recommendation from City Engineer David Ball, Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to issue purchase order to Warren Paving for \$242,804.00 that would include repaving and completion of the widening efforts, and authorize the Mayor to execute the following quote:



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

October 24, 2024

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

**RE: Remaining Pineville Widening Efforts**

Ladies and Gentlemen:

We received a quote from Warren Paving to finish the widening efforts along Pineville Road on October 23, 2024, and have attached their quote. The prior purchase order issued to Land Shaper, Inc. for this work was \$10,000.00. Per their quote, Warren Paving would finish the remainder of the widening efforts for \$5,000.00. Land Shaper finished roughly 60% of the widening efforts. The remaining work associated with the widening efforts will be paid for via the Asphalt Term Bid with Warren Paving. The anticipated purchase order amount for the remaining asphalt work including the widening efforts is expected to be \$242,804.00. We believe this project is well within Warren Paving capabilities for satisfactory performance, and therefore, on the basis of the quotation and the above information, we recommend issuing the purchase order to Warren Paving, Inc. in the amount of \$242,804.00, which includes the \$5,000.00 worth of widening efforts.

Sincerely,

David Ball, P.E.

DB:ty:1271  
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

O:\1271 - LB Paving 2023\90 CONSTRUCTION\20241024 Remaining Pineville Widening.docx

Page 1/1



# Minutes of November 5, 2024 Mayor and Board of Aldermen



CONTRACTORS & ENGINEERS

POST OFFICE BOX 572  
HATTIESBURG, MISSISSIPPI 39403  
TELEPHONE (601)544-7811 - FAX (601)544-2005

POST OFFICE BOX 2545  
GULFPORT, MISSISSIPPI 39503  
TELEPHONE (228)896-8003 - FAX (228)896-8155

### QUOTATION

October 23, 2024 --

Re: City of Long Beach  
Asphalt Quote  
Pineville Widening Project

We propose to furnish all labor, materials, and equipment for the completion of the work outlined below for this project for the unit prices shown below:

Item(s) Description	Qty	Unit	Unit Price	Total
Trench Widening, including Mobilization	1 +/-	LS	\$5,000.00	\$5,000.00

**Total \$5,000.00**

**Notes:**

Prices do not include tax, bond, independent testing, striping, signage, pipe work, fine grading, prime coat, or survey. Asphalt Pricing is at today's cost and is effective for ninety (90) days. Work requested beyond this date will be subject to a price adjustment to account for that date's current asphalt cement prices according to MDOT published index. Work requested beyond 180 days is subject to repricing by Warren Paving. All Warren Paving HMA Mix Designs meet MDOT Standard Specifications for Road & Bridge Construction. Above quantities are approximate and for estimating purposes only. Final billing will be determined from field measurement of materials installed and or tickets applied to the unit prices. Prime Contractor to provide all Maintenance of Traffic devices if needed during the project. Prime shall be responsible for ensuring the site is to grade with a stable, unyielding base and ready for asphalt paving at the time Warren Paving is scheduled. For Limestone pricing needs please call for project specific quotes. Quote Subject to Warren Paving's Standard Terms & Conditions. We thank you for the opportunity to provide this quote.

**WARREN PAVING, INC.**

*Carlos Morales*

Carlos Morales  
Estimator / Project Manager

Accepted by: *[Signature]*

Date: 11-6-24

Print Name: GEORGE L. BASS

NATIONAL ASPHALT PAVEMENT ASSOCIATION - MISSISSIPPI ROAD BUILDERS ASSOCIATION - MISSISSIPPI ASPHALT PAVEMENT ASSOCIATIONS, INC

\*\*\*\*\*

**Minutes of November 5, 2024  
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Change Order with W.C. Fore Trucking for the Eastern Bulkhead project, and to authorize the Mayor to execute same:



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

October 31, 2024

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

**RE: Change Order No. 1  
Long Beach Harbor – Eastern Bulkhead**

Ladies and Gentlemen:

The Contractor has requested a change order on the referenced project. They propose to crush the existing rip-rap which has been stockpiled from the site to facilitate the construction of the sheetpile wall. The Contract currently requires the Contractor to utilize the existing material to backfill behind (on the land side) of the newly constructed sheetpile wall, and requires them to take significant care to fill all voids in the backfill process. They propose that crushing the stockpiled material to no larger than 10" in size will facilitate a much simplified, and enhanced backfill procedure, and we definitely concur. Performing the backfill without crushing the stone could be done, but utilizing the smaller materials after crushing will lead to a higher level of compaction and less voids. Ultimately this will create a better end result for the project. The proposed change order also includes an adjustment of quantities to match the current prediction of final quantities.

We certainly recommend this change order for approval as we do believe the end result of the project will be benefitted by this change. We have discussed this with the City's construction manager AnderCorp and believe that the Contractor has offered a very competitive price for the work.

Sincerely,

David Ball, P.E.

DB:1171-3A  
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

O:\1171-3A East\90 CONSTRUCTION\20241031 1171-3A Recommend CO1.docx

Page 1/1

# Minutes of November 5, 2024 Mayor and Board of Aldermen

Change Order

No. 1

Date of Issuance: 10/29/2024 Effective Date: 11/5/2024

Project:	Owner: <u>City of Long Beach</u>	Owner's Contract No.:
Contract:	<u>Long Beach Harbor Eastern Bulkhead</u>	Date of Contract: <u>1/2/2024</u>
Contractor:	<u>W.C. Fore Trucking, Inc.</u>	Engineer's Project No.: <u>1171-3A</u>

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

Description:

1. Add scope of work and a pay item to crush the existing rip-rap prior to backfilling behind the wall in general conformance with the attached requirements. This will provide for improved and simpler backfilling and compaction operations. This is at the Contractor's request, but the Engineering team recommends this change.
2. Adjust contract quantities according to the current estimated totals to complete the work.

Attachments: (List documents supporting change):

1. Contractor's quoted price for crushing the existing rip-rap.

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$4,827,498.00

(Decrease) in Contract Price from previous Change Orders No. n/a to No. n/a  
\$0.00

Contract Price prior to this Change Order: \$4,827,498.00

(Increase) in Contract Price due to this Change Order: \$79,750.00

Revised Contract Price incorporating this Change Order: \$4,907,248.00

CHANGE IN CONTRACT TIMES:

Original Contract Times:  Working Days 510 Calendar days  
Substantial completion (days or date): 9/27/2025  
Ready for final payment (days or date): \_\_\_\_\_

Change in Contract Time from previous Change Orders No. n/a to No. n/a  
Substantial completion (days or date): \_\_\_\_\_  
Ready for final payment (days or date): \_\_\_\_\_

Contract Times prior to this Change Order:  
Substantial completion (days or date): 9/27/2025  
Ready for final payment (days or date): \_\_\_\_\_

Change in Contract Time due to this Change Order:  
Substantial completion (days or date): 0  
Ready for final payment (days or date): \_\_\_\_\_

Contract Times incorporating this Change Order:  
Substantial completion (days or date): 9/27/2025  
Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:  
(ENGINEER)

By: 

Date: 10/31/2024

ACCEPTED:  
(CONTRACTOR)

By: 

Date: 10-31-24

ACCEPTED:  
(OWNER)

By: 

Date: 11-6-24

Minutes of November 5, 2024  
Mayor and Board of Aldermen

ATTACHMENT TO CHANGE ORDER NUMBER 1 PROJECT NO. 1171-3A

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 LS	\$ 370,000.00	\$370,000.00		\$0.00	1	\$370,000.00
3-A	DEMOLITION & REMOVAL OF EXISTING OBSTRUCTIONS	1 LS	\$ 215,000.00	\$215,000.00		\$0.00	1	\$215,000.00
3-B	REMOVE AND REPLACE EXISTING RIP-RAP	1 LS	\$ 337,500.00	\$337,500.00		\$0.00	1	\$337,500.00
4-A	10" PRECAST CONCRETE SHEET PILES	23,500 S.F.	\$ 87.50	\$2,056,250.00	(1,400)	(\$122,500.00)	22,100	\$1,933,750.00
4-B	REMOVAL OF BURIED DEBRIS	1,200 C.Y.	\$ 40.00	\$48,000.00		\$0.00	1,200	\$48,000.00
	Add scope of work and a pay item to crush the existing rip-rap prior to backfilling behind the wall in general conformance with the attached requirements. This will provide for improved and simpler backfilling and							
4-C	14"x14" PRECAST CONCRETE BULKHEAD PILING BUILDUP (WITH ADDITIONAL DRIVING)	3,400 L.F.	\$ 102.00	\$346,800.00		\$0.00	3,400	\$346,800.00
4-D	14"x14" PRECAST CONCRETE BULKHEAD PILING BUILDUP (WITHOUT ADDITIONAL DRIVING)	60 L.F.	\$ 175.00	\$10,500.00		\$0.00	60	\$10,500.00
4-E	ADDITIONAL DRIVING	60 L.F.	\$ 100.00	\$6,000.00		\$0.00	60	\$6,000.00
5-A	CAST IN PLACE CONCRETE BULKHEAD PILE CAP	675 L.F.	\$ 1,610.00	\$1,086,750.00	25	\$40,250.00	700	\$1,127,000.00
5-B	CAST IN PLACE CONCRETE STEM WALL	1,000 L.F.	\$ 190.00	\$19,000.00	600	\$114,000.00	700	\$133,000.00
6-A	CLEAN SAND FILL, AH, LVM	1,000 C.Y.	\$ 27.00	\$27,000.00		\$0.00	1,000	\$27,000.00
6-B	RIP RAP, LVM	260 C.Y.	\$ 155.00	\$40,300.00		\$0.00	260	\$40,300.00
310-A	15" RCP	128 L.F.	\$ 151.00	\$19,328.00		\$0.00	128	\$19,328.00
310-B	4" HDPE PERFORATED SOCK PIPE	650 L.F.	\$ 36.00	\$24,700.00		\$0.00	650	\$24,700.00
320-A	CATCH BASIN (55-2 OR 55-3)	3 EA.	\$ 8,500.00	\$25,500.00		\$0.00	3	\$25,500.00
500-A	BORROW EXCAVATION, AH, LVM, (CLASS B3)	1,200 C.Y.	\$ 27.00	\$32,400.00		\$0.00	1,200	\$32,400.00
500-B	GEOTEXTILE FABRIC, TYPE V	400 S.Y.	\$ 9.65	\$3,860.00		\$0.00	400	\$3,860.00
500-C	SELECT SANDY BACKFILL	400 C.Y.	\$ 27.00	\$10,800.00		\$0.00	400	\$10,800.00
500-D	GEOTEXTILE FABRIC	400 S.Y.	\$ 8.65	\$3,460.00		\$0.00	400	\$3,460.00
510-A	SIZE 57 STONE	250 C.Y.	\$ 135.00	\$33,750.00		\$0.00	250	\$33,750.00
510-B	REINFORCED CONCRETE PAVEMENT	700 S.Y.	\$ 132.00	\$92,400.00		\$0.00	700	\$92,400.00
510-C	CONCRETE CURB AND GUTTER INSTALLATION OR RESTORATION	120 L.F.	\$ 55.00	\$6,600.00		\$0.00	120	\$6,600.00
510-D	ASPHALT REPAIR	200 S.Y.	\$ 58.00	\$11,600.00		\$0.00	200	\$11,600.00
CO1-1	CRUSH EXISTING RIP-RAP PRIOR TO BACKFILL OPERATION	0 C.Y.	\$ 12.00	\$0.00	4,000	\$48,000.00	4,000	\$48,000.00
	<b>TOTAL CHANGE ORDER AMOUNTS</b>			<b>\$4,827,498.00</b>		<b>\$79,750.00</b>		<b>\$4,907,248.00</b>

E:\CDC 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

2 of 3

**Crushing Concrete - Specs/Performance Requirements:**

- Concrete shall be crushed to a general maximum size of 10" (in any direction).
- Smaller materials, such as sand and gravel, shall be mostly removed & segregated by Contractor prior to crushing.
- Reinforcing steel, wire mesh, debris and other such materials shall be mostly removed prior to placement in the backfill areas
- After segregation, Engineer shall field measure the pile of existing rip-rap to be crushed. Final payment shall be based upon that field measurement.

# Minutes of November 5, 2024 Mayor and Board of Aldermen

W C Fore Trucking, Inc.  
14270 Creosote Road  
Gulfport, MS 39503

## Quote

Date	Quote #
9/30/2024	11239

Name / Address
City of Long Beach Long Beach Harbor Eastern Bulkhead OA PROJECT 1171-3

Description	Qty	Total	Rep	Project
Re-purpose concrete rip rap @ \$12.00 per yd		0.00		
Sales Tax		0.00		
<b>Total</b>				\$0.00

\*\*\*\*\*

It was the consensus of the Mayor and Board to take up ARPA/MCWI Reimbursement later in the meeting in Executive Session due to possible legality issues.

\*\*\*\*\*

**Minutes of November 5, 2024  
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Contract with Overstreet & Associates for the 3<sup>rd</sup> Street Sidewalk Extension, and authorize the Mayor to execute same:



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

October 31, 2024

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

**RE: 3<sup>rd</sup> St. Sidewalk Extension**

Ladies and Gentlemen:

Please find the attached proposed contract for design and construction phase services for the 3<sup>rd</sup> St. Sidewalk Extension. This project is funded by Gulf Coast Restoration Funds (GCRF) and will construct a sidewalk providing fully walkability & connectivity from the USM campus to downtown Long Beach

If it suits the Board, we recommend that the Board authorize the Mayor to execute the attached contract so that we may begin work on this project.

Sincerely,  


David Ball, P.E.

DB:1323  
Attachment



# Minutes of November 5, 2024 Mayor and Board of Aldermen

## SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, effective as of November 5, 2024 ("Effective Date") between City of Long Beach ("Owner") and Overstreet & Associates, PLLC ("Engineer").

Engineer agrees to provide the services described below to Owner for the construction of a sidewalk along 3rd St., from just west of Cleveland Ave. to the the USM Gulf Coast campus, and at the intersection of Burke Ave. and 3<sup>rd</sup> St., along with other related miscellaneous drainage improvements and restoration, all more generally described as "3<sup>rd</sup> Street Sidewalk Extension". ("Project")

Description of Engineer's Services: Provide design services for the Project, including the creation of Bid Documents, coordination with the City during the Bid process, acquisition of any needed permits, and other miscellaneous professional services, including topographical survey, construction administration services, and construction inspection services needed to complete the work.

Owner and Engineer further agree as follows:

### 1.01 Basic Agreement

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

### 2.01 Payment Procedures

- A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.
- B. *Payment of Invoices.* Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law) from said forty-fifth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

### 3.01 Additional Services

- A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
- B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

### 4.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:

1 of 7  
EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services  
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## Minutes of November 5, 2024 Mayor and Board of Aldermen

1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
    - b. By Engineer:
      - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
      - 3) Engineer shall have no liability to Owner on account of such termination.
    - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. For convenience, by Owner effective upon the receipt of notice by Engineer.
- B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

### 5.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

### 6.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

### 7.01 General Considerations

2 of 7  
EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services  
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## Minutes of November 5, 2024 Mayor and Board of Aldermen

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The general conditions for any standard design/bid construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2018 Edition).
- F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

## Minutes of November 5, 2024 Mayor and Board of Aldermen

### 8.01 Total Agreement

- A. This Agreement (consisting of pages 1 to 7 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

### 9.01 Payment

- A. Based on the described scope of work, and following the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. *Basic Services.*

- a. Basic Services will be compensated on a lump sum amount of \$43,000, based on the following assumed distribution of compensation:

Design Phase	60%
Bidding and Negotiating Phase	10%
<u>Construction Phase</u>	<u>30%</u>
Total	100%

2. *Topographical Surveys.*

- a. For preparation of topographical survey data by ENGINEER's personnel or subconsultants, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
- b. Total charges for these services shall not exceed \$10,500 without further authorization.

3. *Resident Project Representation Services.*

- a. Resident Project Representative Services and Post Construction Services. For services of ENGINEER's Resident Project Representative, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
- b. It is expected that the construction of this project will take up to 26 weeks, with part-time observation to be performed. Total fees for resident project representative services to be performed are currently estimated at \$46,500. This total fee will not be exceeded without prior written authorization.

B. *Hourly Rates for services billed on the basis of time.*

1. The Engineer's Standard Hourly Rates are attached as Exhibit "A".
2. Overtime pay (i.e., hours spent on the project in excess of 40 hours per calendar week), if any, for non-exempt employees shall be paid at an amount equal to the cumulative overtime hours charged times 1.5 multiplied by the standard hourly rates for each applicable billing class for all services performed during overtime hours.
3. The Standard Hourly Rates may be adjusted annually (as of January 2025) to reflect equitable changes in the compensation payable to the ENGINEER.

C. Engineer shall prepare and submit invoices to the Owner in accordance with Engineer's standard accounting and Invoicing practices.

D. Engineer may adjust compensation percentages for the various phases of Basic Services for payment, but will not exceed the total Basic Services fee without authorization.

4 of 7

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services  
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# Minutes of November 5, 2024 Mayor and Board of Aldermen

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Long Beach

ENGINEER: Overstreet & Associates, PLLC.

By:   
George Bass  
Mayor

By:   
F. Jason Overstreet, P.E.  
President

Date Signed: 11-6-24

Date Signed: 10/31/2024  
License No./State: 18601/MS

Address for giving notice:  
P.O. Box 929  
Long Beach, MS 39560

Address for giving notice:  
161 Lameuse St., Suite 203  
Biloxi, MS 39530

Minutes of November 5, 2024  
Mayor and Board of Aldermen

Exhibit "A"

OVERSTREET & ASSOCIATES  
STANDARD HOURLY RATES SCHEDULE  
EFFECTIVE JANUARY 1, 2024

<u>Position</u>	<u>Billing Rate</u>
Principal .....	\$205.00
Professional Engineer V .....	\$185.50
Professional Engineer IV .....	\$176.25
Professional Engineer III .....	\$160.25
Professional Engineer II .....	\$149.00
Professional Engineer I .....	\$138.00
Engineer Intern III .....	\$132.25
Engineer Intern II .....	\$116.00
Engineer Intern I .....	\$105.00
Professional Land Surveyor .....	\$132.50
Senior Project Manager .....	\$138.00
Construction Project Manager .....	\$116.00
Sr. Survey Crew Chief .....	\$99.25
Resident Project Representative III .....	\$99.75
Resident Project Representative II .....	\$91.25
Resident Project Representative I .....	\$83.00
CADD Technician III/Designer .....	\$136.00
CADD Technician II .....	\$96.00
CADD Technician I .....	\$85.00
GIS Intern .....	\$61.00
Project Technician .....	\$82.00

Minutes of November 5, 2024  
Mayor and Board of Aldermen

Exhibit "A"

Administrative/Clerical .....	\$73.00
Surveys with RTK GPS Equipment .....	\$35.00
Survey Project Manager/Land Surveyor Intern .....	\$110.25
Survey Technician II .....	\$83.00
Survey Technician I .....	\$66.25
Survey Crew III .....	\$193.25
Survey Crew II .....	\$143.25
Survey Crew I .....	\$120.75

Travel Time shall be billed at designated personnel's standard hourly rates.

OVERSTREET & ASSOCIATES, PLLC.  
ENGINEER'S CONSULTANTS AND  
REIMBURSABLE EXPENSE SCHEDULE

Engineer's Consultants: Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges will be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.20.

Reimbursable Expense Schedule:

Mileage (Outside Harrison County area)	Current IRS rate
Meals and Lodging (Outside Harrison County area)	At Cost
Overnight Postage	At Cost
Copies	
Letter, Legal or Tabloid Size – Black and White	\$0.20/page
Letter, Legal or Tabloid Size – Color	\$0.50/page
22" x 34" & 24" x 36"	\$2.25/sheet
30" x 42"	\$4.50/sheet

\*\*\*\*\*

Alderman McGoey made motion seconded by Alderman Brown and unanimously carried to approve Contract with Overstreet & Associates for Tennis & Pickleball Facility. After discussion, Alderman Frazer made a substitute motion seconded by Alderman Bennett and unanimously carried to table this item until the next meeting on Tuesday, November 19, 2024 to gather additional information.

\*\*\*\*\*



Minutes of November 5, 2024  
Mayor and Board of Aldermen

There came on for discussion Jeff Davis Ave. Paving & Striping, whereupon City Engineer David Ball provided the following:



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

**MEMORANDUM**

Date: 11/01/2024  
To: City of Long Beach  
From: David Ball, P.E.  
RE: **Jeff Davis Ave. paving & striping**

Some months ago, the Board directed us to coordinate with the County to use their term bid for asphalt rehabilitation (fog seal and/or microsurface) on Jeff Davis Ave. At that time, we estimated that the work would cost approximately \$75,000. We had been told very clearly by the term bid contractor that their schedule for such work was full until late November. In anticipation of being able to coordinate for them to perform the work, we recently began to discuss the scope with them, including sending a map and discussing the businesses on Jeff Davis. After they had an opportunity to consider the ramifications of performing their work on such a busy street, they advised that they are not willing to honor the term bid pricing structure on such a high-volume, downtown street.

Having been motivated by the economic benefits of an asphalt rehabilitation, but having made several unsuccessful efforts to complete the process, we now recommend that the City instead perform a conventional asphalt mill & overlay, using Warren Paving, the City's term bid contractor. We estimate that to perform such work would cost approximately \$250,000 using the City's term bid for asphalt installation. It will also require significant coordination with Warren to minimize disruptions to the City's downtown commercial operations.

To date, we believe approximately \$1,000,000 of the funds budgeted for the 2023 Paving Improvements has been "spent", either via completed work or purchase orders issued. Performing this recommended work on Jeff Davis will consume nearly the remainder of the budget. If approved, we can reevaluate the status of the budget after completion of this work and the remainder of the outstanding purchase orders (such as Pineville widening from Beatline-Espy, Pineville overlay from 5 Points to Railroad, and N. Island View). From there, we will be able to recommend options for the next paving project.

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After further discussion, Alderman Brown made motion seconded by Alderman Bennett and unanimously carried to move forward with thermo-plastic striping only on Jeff Davis Avenue.

\*\*\*\*\*

**Minutes of November 5, 2024  
Mayor and Board of Aldermen**

There came on for discussion Edmund Drive & Old Pass Road Waterline Connection, whereupon City Engineer Tyler Yarbrough provided the following:



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

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## **MEMORANDUM**

**Date:** 11/01/2024  
**To:** City of Long Beach  
**From:** Tyler Yarbrough  
**RE:** Edmund Drive & Old Pass Road Connection (Transite Pipe)

---

We have recently discovered that the waterline located near Old Pass Road that we are tying into on Edmund Drive and Edmund Circle is a transite (asphalt cement) pipe and appears to be in very poor condition. We can not predict whether it will break when the Contractor attempts to tap into the existing water main but an unplanned outage caused by a break in this location could have a significant impact. We are currently looking into multiple rehabilitation options and plan to present to the Board at the meeting on Tuesday.

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**Minutes of November 5, 2024  
Mayor and Board of Aldermen**



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

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## MEMORANDUM

**Date:** 11/04/2024  
**To:** City of Long Beach  
**From:** Tyler Yarbrough  
**RE:** Edmund Drive & Old Pass Road Connection Options (Transite Pipe)

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As mentioned previously, we have recently discovered that the waterline located near Old Pass Road that we are tying into on Edmund Drive and Edmund Circle is a transite (asphalt cement) pipe and appears to be in very poor condition. We can not predict whether it will break when the Contractor attempts to tap into the existing water main but an unplanned outage caused by a break in this location could have a significant impact. After speaking with personnel at Public Works, they stated that tying into transite pipe in poor conditions happens regularly with little to no issues. We currently have 4 options below for the Board to decide between. For further clarification, please see the attached exhibit.

- Option 1: Contractor to proceed with the project as originally designed.
- Option 2: Contractor to replace 40 linear feet of the transite waterline with ductile iron pipe with an estimated construction cost of \$20,000 via Change Order.
- Option 3: Contractor to not loop Edmund Drive or Edmund Circle in this project, with the expectation of connecting these waterlines to Old Pass during the following construction project to replace the transite waterline under Old Pass Road.
- Option 4: Contractor to replace roughly 1,500 linear feet of the transite waterline with PVC and ductile iron pipe with an estimated construction cost of \$550,000 via Change Order.

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Minutes of November 5, 2024  
Mayor and Board of Aldermen



- Option 1: (\$\$\$ already in Contract)  
Continue with project; Using tapping sleeve on existing transit pipe on Edmund Drive and Edmund Circle
- Option 2: Estimated Construction Cost = \$20,000  
Replace 40 LF of transit waterline with ductile iron pipe
- Option 3: Not looping Edmund Drive or Edmund Circle in this project. (with the expectation to connect when E Old Pass waterline is replaced.)
- Option 4: Estimated Construction Cost = \$550,000  
Replace 1,500 LF of transit (asphalt cement) waterline with PVC and ductile iron pipe

After discussion, Alderman McCaffrey made motion seconded by Alderman Johnson and unanimously carried to approve option #2 from the foregoing memo if deemed necessary by Public Works Director Joe Culpepper.

\*\*\*\*\*



Minutes of November 5, 2024  
Mayor and Board of Aldermen

Alderman Frazee made motion seconded by Alderman Brown and unanimously carried to approve the following Amendment 8 to the Contract for Public Works Services with H2O Innovation, and authorize the Mayor to execute same:

**AMENDMENT EIGHT  
To Contract for Public Works Services  
For The  
City of Long Beach, MS**

In Consideration of the promises set forth in the contract dated December 1<sup>st</sup>, 2009 (the "Contract"), between the City of Long Beach, Mississippi (hereinafter referred to as the Owner) and, H2O Innovation, Operation and Maintenance, LLC (formerly known as Utility Partners, LLC and hereinafter referred to as Operator), whose address is 1710 23<sup>rd</sup> Avenue, Gulfport, MS, 39501 regarding the above captioned project, the parties agree the Contract is amended as follows:

Owner and Operator agree to the following:

**A. ARTICLE 2, SCOPE OF SERVICES**

The scope of services shall be amended to include a fuel surcharge will be beginning December 1, 2024 through November 30, 2025.

**B. ARTICLE 4, COST OF WORK**

Item 4.2, The Cost of Services to be adjusted according to the following table:

Operator shall be limited to an annual increase for cost of living adjustment of 1.85% per year beginning on December 1, 2021 and in ensuing years of this Agreement as scheduled below. The base fees presented in Article 4 shall be in accordance with the schedule shown below.

	<b>AMEND. # 4 &amp; 5</b>
July 1, 2022 – November 30, 2022	\$ 1,012,902
December 1, 2022 – November 30, 2023	\$ 2,475,488
December 1, 2023 – November 30, 2024	\$ 2,521,275
December 1, 2024 – November 30, 2025	\$ 2,567,919

Additionally, Operator shall be compensated for fuel surcharge. This surcharge shall begin on December 1<sup>st</sup>, 2024 and be billed according to the following schedule:

	<b>AMEND. # 6, 7, &amp; 8</b>
August 1, 2022 – November 30, 2022	\$40,500
December 1, 2022 – November 30, 2023	\$55,000
December 1, 2023 – November 30, 2024	\$20,000
December 1, 2024 – November 30, 2025	\$20,000

**C. ARTICLE 9, TERM AND TERMINATION**

Item 9.1, The Term of this Agreement shall be for four years and commence on December 1, 2021 and extend until November 30<sup>th</sup>, 2025.

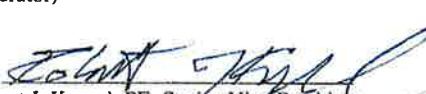
All other paragraphs, terms, and conditions of the Contract shall remain in force and in full effect.

IN WITNESS WHEREOF, the parties hereto have indicated their approval of the Amendment by their signatures below:

City of Long Beach, MS  
(Owner)

H<sub>2</sub>O Innovation, Operation and Maintenance, LLC  
(Operator)

By:   
Mayor George Bass

By:   
Robert J. Knesal, PE, Senior Vice President

Date: 11-6-24

Date: \_\_\_\_\_

By:   
Title: City Clerk

By:   
Joe Calpepper, P.E., Contract Manager

Date: 11/6/24

Date: \_\_\_\_\_

**Minutes of November 5, 2024  
Mayor and Board of Aldermen**

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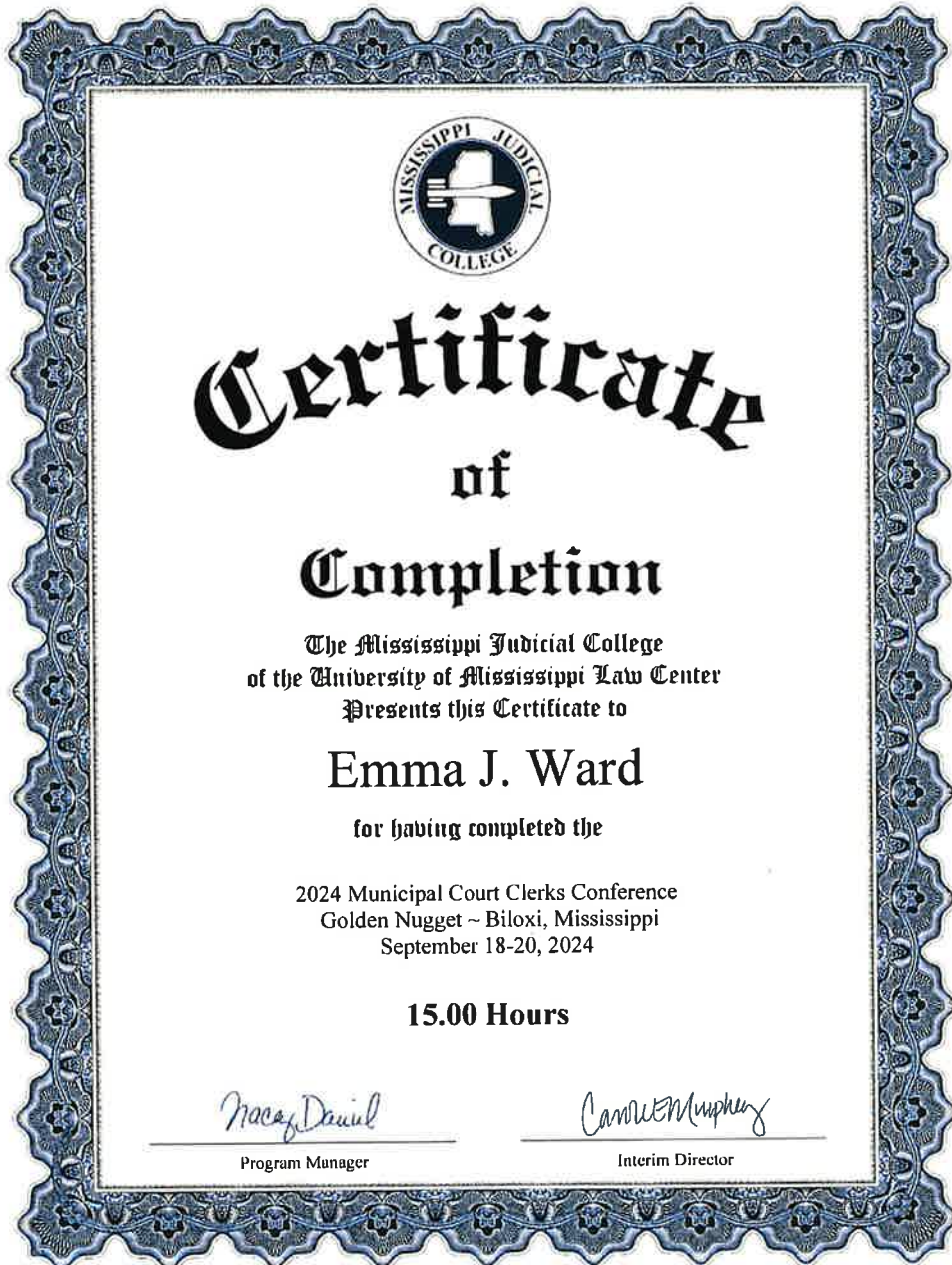
There came on for discussion Amend Code Ordinances, whereupon Building Official Mike Gundlach apprised the Board of changes that would improve safety and aesthetics of the city. Alderman Frazer made motion seconded by Alderman Johnson and unanimously carried to table this item until the next meeting on Tuesday, November 19, 2024, to allow time to review material presented.

\* \* \*

Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to adopt the 2024 International Building Codes and 2023 National Electrical Codes to stay compliant with state regulations.

\*\*\*\*\*

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to order the following Certificate of Completion for Municipal Court Clerk Emma Ward to be spread on the minutes of this meeting:



Minutes of November 5, 2024  
Mayor and Board of Aldermen

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Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the following Elevator Service Agreement with EMR Services, LLC for maintenance of the harbor elevator, and authorize the Mayor to execute same:



ELEVATOR SERVICE AGREEMENT

Purchaser:	Location:
City of Long Beach Mississippi c/o David Falks 201 Jeff Davis Ave. Long Beach, MS 39560	Long Beach Harbor 720 South Cleveland Ave. Long Beach, MS 39560

EMR Services, LLC (herein called EMR and or we) will provide routine maintenance service on the elevator(s) described below (herein called the equipment) on the terms and conditions set forth herein and agreed to by EMR Services, LLC and the Purchaser (herein called purchaser and or you).

We will maintain the elevator equipment herein described, using skilled elevator maintenance men under our supervision. We will employ all reasonable care to see that the elevator equipment is maintained and in proper operating condition.

We will monthly examine, adjust, lubricate, as required and if conditions warrant unless specifically excluded elsewhere in this agreement, repair or replace all elevator components necessary as a result of normal wear and tear.

This agreement covers all work performed during the regular working hours of regular working days of the elevator trade, unless otherwise specified.

Included in this agreement are:

- Regular time call back services.
- Overtime minor adjustment call back services are not included.
- Annual Safety Test.
- Parts and material with a cost up to \$1,500

Labor Rates for Non-Contract Repairs:

Regular time labor rate per man hour:	\$207.00
Overtime labor rate per man hour:	\$207.00

If you should require, at any time, examinations, contract repairs, minor adjustment call back services to be made on overtime, you will be charged our regular overtime billing rate applicable, for each overtime hour worked plus mileage and expenses.

We assume no responsibility for the following items of elevator equipment which are not included in this contract:

Refinishing, repairing or replacement of car enclosure, fan, gates and/or doors, hoistway enclosure, rail alignment, hoistway doors, door frames and sills, hoistway gates, finished flooring, car lighting, power feeders, AC or DC drive replacement, switches, their wiring and fusing (hydraulic cylinder or piston), underground piping, smoke or heat sensors and monthly testing of fire recall system. Car emergency lighting and batteries, telephones, communication



## Minutes of November 5, 2024 Mayor and Board of Aldermen

devices and/or any related control equipment not specifically part of the elevator system controls. In addition, EMR Services, L.L.C. excludes the hydraulic packing for a period of 12 months from the start of the contract date.

EMR Services, L.L.C. will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, extreme variations in the machine room temperature or tampering with the elevator/escalator equipment by unauthorized personnel.

The parties hereto recognize that with the passage of time, equipment technology and designs will change. We shall not be required to install new attachments or improve the equipment or operation from those conditions existing as of the effective date of this agreement. We have the responsibility to make only those adjustments, repairs or replacements required under this agreement which are due to ordinary wear and tear and are disclosed to be reasonably necessary by our examination. You agree to accept our judgment as to the means and methods to be used for any corrective work. We shall not be required to make adjustments, repairs or replacements necessitated by any other cause including, but not limited to, accidents, obsolescence, vandalism, negligence, misuse or environmental conditions of the equipment. If adjustments, repairs or replacements are required due to such causes, you agree to pay EMR Services, L.L.C. as an extra to this agreement for such work at our regular billing rates.

It is understood, in consideration of our performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that we assume any liability on account of accidents to persons or property except those directly due to the negligent acts of EMR Services, L.L.C. or its employees, and that your own responsibility for accidents to persons or properties while riding or being on or about the aforesaid equipment referred to, is in no way affected by this agreement.

We shall not be held responsible for any loss, damage, detention or delay resulting from causes beyond our reasonable control, including but not limited to accidents, fire, flood, acts of civil or military authorities, insurrection or riot, labor troubles, including strike or lockout which interferes with the performance of work at the building site or our inability to obtain parts, technical data or equipment used in the performance of this agreement. In the event of delay due to any such cause, our performance under this agreement will be postponed without liability to us by such length of time as may be reasonably necessary to compensate for the delay. In no event will we be responsible for special, indirect, incidental or consequential damages.

This agreement and the acceptance hereof, shall constitute, exclusively and entirely, the agreement for the service described and all prior representations of relating hereto, whether written or verbal, shall be deemed to be merged herein and this agreement including changes in or additions to shall not be binding upon EMR Services, L.L.C. until approved by one of its executive officers. In the event that the Purchaser's acceptance is in the form of a purchase order or other kind of document, the Provisions, Terms, and Conditions of this agreement shall govern in the event of conflict.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement. We reserve the right to terminate this agreement at any time by notice in writing should payment not be made in accordance with the terms herein. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all our attorney fees, collection cost or court cost in connection therewith.

You, the Purchaser, agree:

Possession or control of the equipment shall remain exclusively yours as owner, lessee, possessor or custodian. Your responsibility includes, but not limited to, instructing or warning users in the proper use of the equipment, taking the equipment out of service when it becomes unsafe or operates in a manner that might cause injury to a user, promptly reporting to EMR any accidents or any condition which may need attention and maintaining surveillance of the equipment for such purposes.

You will keep the pits, machine room, hoistway and car door sills free of trash and water and not permit the machine room areas to be used for storage.

You will not permit others to make changes, adjustments, additions, repairs or replacements to the equipment.

You will provide EMR unrestricted access to the equipment and a safe place for EMR's employees to work.

You will, upon EMR's request, provide one set of wiring diagrams, and/or other required technical data for equipment not originally installed by EMR Services.

# Minutes of November 5, 2024 Mayor and Board of Aldermen

This agreement is effective upon acceptance of both parties (the anniversary date) and will continue until terminated as provided herein. (Either party may cancel this agreement at any time with a thirty (30) day written notice.)

The price of the service stated, shall be Two Hundred Twenty-Seven Dollars and Zero Cents (\$227.00) per month, payable monthly in advance upon presentation of invoice. You shall pay as an addition to the price, the amount of any finance charges, sales, use, excise or any taxes which may now or hereafter be applicable to the services to be performed under this agreement.

At the termination of each one-year period from the date of submission of this agreement, the price may be increased by the % of increase straight-time hourly rate for Elevator Mechanics where the equipment is maintained not to exceed 5%. The service specified herein will be furnished from the effective date above stated and shall continue for a period of (3) three years.

In the event of the sale, lease or other transfer of the ownership of the equipment described herein, or the premises in which it is located, customer agrees to see that such purchaser is made aware of this agreement and assumes and agrees to be bound by the terms hereof for the balance of the agreement. EMR Services, LLC may at its sole discretion terminate the above agreement with any such successor at any time upon thirty (30) days advanced notice in writing.

No work, service or liability on the part of EMR Services, LLC other than that specifically mentioned herein, is included or intended. Acceptance by you and subsequent approval of an executive officer of EMR Services, LLC will be required before this agreement is effective.

**EQUIPMENT TYPE**

Hydraulic Passenger Elevator – (1)

**MANUFACTURER**

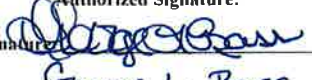
American Crescent (EC Controller)

This agreement is accepted by:

**Billing Information:**

Building Name: Harbor Master Building  
Mailing Address: P.O. Box 929  
Location Address: 720 S. Cleveland Ave  
City, State, Zip Code: Long Beach, MS 39500  
Email Address or Fax # for Invoicing: nicole@cityoflongbeachms.com

**Authorized Signature:**

Signature:   
Print: George L. Bass  
Title: Mayor  
Date: 11/5/24

Accepted by EMR Services, LLC:

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print: \_\_\_\_\_ Title: \_\_\_\_\_  
Contract Start Date: \_\_\_\_\_

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**Minutes of November 5, 2024  
Mayor and Board of Aldermen**

The Mayor and Board of Aldermen took up the matter of assessing the costs of cleaning property located at 113 Reeves Street, Long Beach, Mississippi. After a discussion of the subject, Alderman Brown offered and moved the adoption of the following Resolution and Order:

**RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI ASSESSING THE COSTS OF CLEANING CERTAIN PROPERTY LOCATED AT 113 REEVES STREET, LONG BEACH, MISSISSIPPI, PREVIOUSLY ADJUDICATED BY THE CITY TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY, AND ORDERING SAME TO BE ENROLLED AS A LIEN AGAINST THE PROPERTY, AND THE PROPERTY TO BE SOLD FOR COLLECTION OF SAME BY THE COLLECTOR OF MUNICIPAL TAXES AND THE NEXT SALE CONDUCTED BY SUCH TAX COLLECTOR FOR SUCH PURPOSES, AND RELATED PURPOSES.**

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

1. That on complaint of the Zoning Enforcement Office of the City of Long Beach wherein lies the property known as 113 Reeves Street, a public hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, was scheduled for and conducted on September 17, 2024, having previously served the owner of said property, either by registered mail as is evidenced by the return receipt included in the materials produced at said hearing, or by personal service by police officer as evidenced by the return of service of such police officer, or by posting and publication of same, such service being in accordance with said MCA Section 21-19-11, and proof of same being spread upon the minutes of the Governing Authorities taken of such hearing;

2. That the Mayor and Board of Aldermen having considered testimony evidence adduced at hearing regarding the condition of the subject property and the observations of individual Aldermen concerning the condition of the subject property in its condition on the date of hearing, and being fully advised in the premises, did find and adjudicate on the hearing date that the property was in such a state of uncleanness as to be a menace to the public health and safety of the community;

3. That having adjudicated such property to be in such a state of uncleanness as to be a menace to the public health and safety of the community, notice of such

**Minutes of November 5, 2024  
Mayor and Board of Aldermen**

adjudication was provided to the owner of same in accordance with the Resolution and as required by law, proof of which is attached hereto as Exhibit A, without action by the owner to resolve and remedy the condition of said property in the time allowed in accordance with Miss. Code Annotated Section 21-19-11, the City thereupon proceeded to cause same to be cleaned as allowed by law.

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

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

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

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 113 Reeves Street, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0611E-03-017.000, and according to said tax records is owned by Aldea F Forestieri, having heretofore been adjudicated to be a menace to the public health and safety of the community in accordance with Miss. Code Annotated Section 21-19-11, and the owner of same failing to have same cleaned as required within the time allowed by law; and same being thereupon cleaned by the City, the City does hereby assess the costs of such cleanup against the property, does hereby impose same as a lien against the property as allowed by law, and does hereby order and direct such lien against the property to be enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

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

3. The fine assessed and imposed hereby is in the TOTAL amount of \$3,427.69, \$1,927.69 being the cost of such clean up in accordance with the attached Exhibit A, together with a penalty of \$1,500.00, being not more than either One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost of clean-up, whichever is greater, as allowed by law, all to be assessed against the said parcel of land.

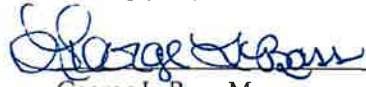
**Minutes of November 5, 2024  
Mayor and Board of Aldermen**

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

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

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 5<sup>th</sup> day of November, 2024.

APPROVED:

  
George L. Bass, Mayor

ATTEST:

  
Stacey Dahl, City Clerk

\*\*\*\*\*

At the request of City Attorney Steve Simpson, Alderman Frazer 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 ARPA/MCWI legality issue and 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.

\*

\*

The Meeting resumed in Open Session, whereupon based on information obtained in Executive Session, Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to table ARPA/MCWI Reimbursements until the next meeting on Tuesday, November 19, 2024 to obtain further information.

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Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to authorize Mayor Bass to enter into lease agreement with Long Beach Harbor Resorts to be ratified after execution by both parties.

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**Minutes of November 5, 2024  
Mayor and Board of Aldermen**

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

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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