

Minutes of September 3, 2024 Mayor and Board of Aldermen

MUNICIPAL DOCKET
REGULAR MEETING OF SEPTEMBER 3, 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.

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. PUBLIC HEARINGS
 - 1. Budget Fiscal Year 2024-2025
- V. PUBLIC COMMENTS
- VI. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
 - 1. Proclamation – National Childhood Cancer Awareness Month
- VII. AMENDMENTS TO THE MUNICIPAL DOCKET
- VIII. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. August 20, 2024 Regular
 - b. August 27, 2024 Work Session
 - 2. PLANNING & DEVELOPMENT COMMISSION
 - a. August 22, 2024 Regular
- IX. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 090324
- X. UNFINISHED BUSINESS
- XI. NEW BUSINESS
 - 1. Resolution – Set Millage Rates for Fiscal Year 2024-2025
 - 2. Special Event App & Fee Waiver Request – First Baptist Church; Praise in the Park Concert
 - 3. Banner Placement Request – First Baptist Church; Trunk or Treat
 - 4. Updated Fee & Expenses Schedule – Neel Schaffer; Railroad Crossing Imp. Proj.
 - 5. Agreement Modification & Extension – Pickering Firm; Watershed Retention/Detention Project
 - 6. Trucks N Tacos Event Portable Restrooms
 - 7. Discussion – Drainage on East Avenue & Carroll Avenue; Alderman Bennett
 - 8. Discussion – Cemetery; Alderman McGoey
 - 9. Discussion – Special Event Application; Alderman Brown
 - 10. Lease Negotiation Update
 - 11. Special Event App – Long Beach Artist & Artisan Market; Delores Tillson
- XII. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. PERSONNEL
 - a. Police Dept – Step Increase (1); Education Pay (1)
 - 3. CITY CLERK
 - a. Holiday Schedule Fiscal Year 2024-2025
 - b. Employee Insurance Benefit Package Fiscal Year 2024-2025
 - c. ACH & Positive Pay Agreements – Peoples Bank
 - 4. FIRE DEPARTMENT
 - 5. POLICE DEPARTMENT
 - a. Surplus Property
 - 6. ENGINEERING
 - a. Master Services Agreement Amendment – Overstreet & Associates
 - b. Long Beach Cemetery – Flagpole Lighting
 - c. Close Out Package – Clower/Kuyrkendall Pump Station Improvements
 - 7. PUBLIC WORKS
 - 8. RECREATION
 - a. Eagle Scout Project Request – Austin Reeves
 - 9. BUILDING OFFICE
 - a. Request to Increase Petty Cash
 - 10. MUNICIPAL COURT
 - 11. HARBOR
 - 12. COMMUNITY AFFAIRS
 - 13. DERELICT PROPERTIES
 - a. 100 LaRosa Road – Alderman McGoey
- XIII. REPORT FROM CITY ATTORNEY
- XIV. ADJOURN (OR) RECESS

**Minutes of September 3, 2024
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Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in September, 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.

At the request of Mayor Bass, Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to move the Announcement, Presentation and Proclamations to the top of the meeting.

Mayor Bass proclaimed September 2024 as National Childhood Cancer Awareness Month.

Be it remembered that a public hearing before the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held, at 5:00 o'clock p.m., Tuesday, the 3rd day of September, 2024, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed by order of the Mayor and Board of Aldermen for holding said public hearing.

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

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

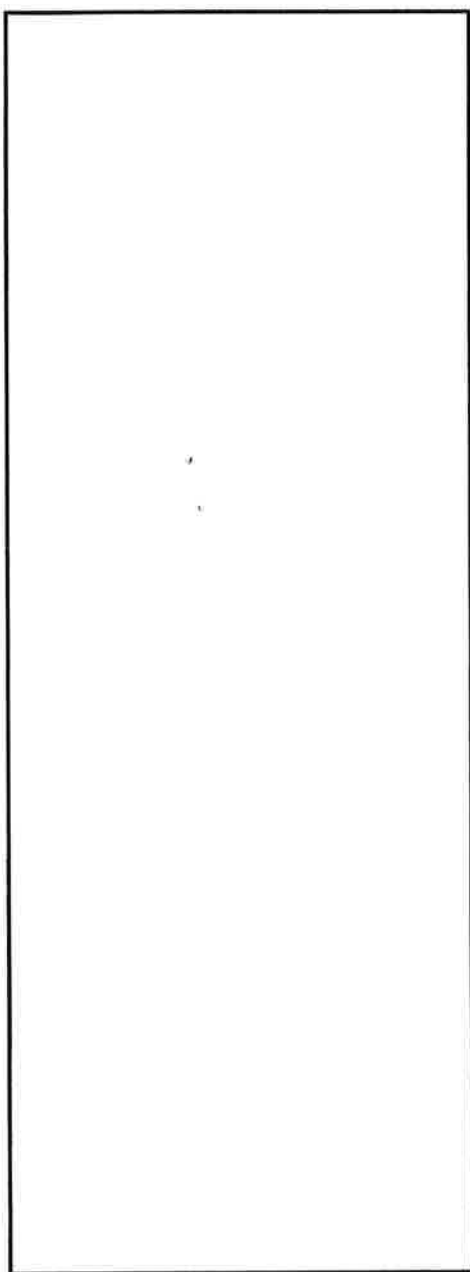
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The public hearing to receive public input on the proposed budget for fiscal year 2024-2025 was called to order.

The Clerk reported that, pursuant to that certain order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on June 18, 2024, she did cause to be published in the Gazebo Gazette, a newspaper with general circulation in the City of Long Beach and published in Harrison County, Notice of Public Hearing as evidenced by the Publisher's Proof of Publication.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to spread the following advertisement for said hearing:

Proof of Publication



STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me the undersigned notary in and for said County and State, HUNTER DAWKINS, publisher of THE GAZEBO GAZETTE, a newspaper printed and published in Harrison County, who being duly sworn, deposes and says the publication of this notice hereunto attached has been made to the said publication ____ weeks in the following numbers and on the following dates of such paper:

Vol. ~~XIX~~ No. 34 dated 23 day of August, 2024

Vol. ~~XIX~~ No. 35 dated 30 day of August, 2024

Vol. ____ No. ____ dated ____ day of ____, 20__

Vol. ____ No. ____ dated ____ day of ____, 20__

Vol. ____ No. ____ dated ____ day of ____, 20__

Vol. ____ No. ____ dated ____ day of ____, 20__

Vol. ____ No. ____ dated ____ day of ____, 20__

Vol. ____ No. ____ dated ____ day of ____, 20__

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

Hunter Dawkins
Publisher

Sworn to and subscribed before me this 26 day of August, A.D. 2024.

Elouise L. Bowers
Notary Public



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NOTICE OF A PUBLIC HEARING

**ON THE PROPOSED BUDGET AND
PROPOSED TAX LEVIES FOR THE
UPCOMING FISCAL YEAR FOR**

LONG BEACH, MISSISSIPPI

The City of Long Beach, Mississippi, will hold a public hearing on its proposed budget and proposed tax levies for the fiscal year beginning October 1, 2024 and ending September 30, 2025, on Tuesday, September 3, 2024, at 5:00 o'clock p.m. in the City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, 39560.

The City of Long Beach is now operating with projected total budget revenue of \$21,515,963; 34% or \$7,220,677 of such revenue is obtained through ad valorem taxes. For the next fiscal year, the proposed budget has total projected revenue of \$22,245,633. Of that amount, 34% or \$7,475,184 is proposed to be financed through a total ad valorem tax levy.

The decision to not increase the total ad valorem tax millage rate for fiscal year October 1, 2024 through September 30, 2025, means you will not pay more in ad valorem taxes on your home, automobile tag, utilities, business fixtures and equipment and rental real property, unless the assessed value of your property has increased for fiscal year October 1, 2024, through September 30, 2025.

A millage rate of 52.88 will produce the same amount of revenue from ad valorem taxes as was collected the prior year. The millage rate for the prior year was 53.63.

Any citizen of the City of Long Beach, Mississippi, is invited to attend this public hearing on the proposed budget and tax levies for fiscal year beginning October 1, 2024, through September 30, 2025 and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.

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The Mayor opened the floor for public comments, and Blane Sutton of 130 Dearman Avenue, spoke regarding the availability of budget information.

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There being no further public comments, Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to close the public hearing.

Mayor Bass announced that the FY 2024-2025 Budget would be adopted at the recess meeting to be held on Tuesday, September 10, 2024 at 5:00 pm in the Long Beach City Hall Meeting Room.

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The Regular meeting resumed at this time.

No Public Comments were made.

At the request of Alderman Johnson, Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to add City Services as item #12 under New Business.

Alderman Bennett made motion seconded by Alderman Brown and unanimously carried to approve the Regular minutes dated August 20, 2024 and Work Session minutes dated August 27, 2024 of the Mayor and Board of Aldermen, as submitted.

Alderman McCaffrey made motion seconded by Alderman Johnson and unanimously carried to approve the Regular minutes dated August 22, 2024 of the Planning & Development Commission, as submitted.

Alderman Brown made motion seconded by Alderman Bennett and unanimously carried to approve payment of invoices listed on Docket of Claims number 090324.

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The Mayor and Board of Aldermen took up for consideration the matter of providing for the levy of ad valorem taxes for the City of Long Beach, Mississippi, and for the Long Beach Public School District. After a discussion of the subject, Alderman Brown offered and moved the adoption of the following resolution:

A RESOLUTION BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, FIXING AND LEVYING THE AD VALOREM TAXES ON TAXABLE PROPERTY WITHIN THE CITY OF LONG BEACH, MISSISSIPPI, AND WITHIN THE LONG BEACH PUBLIC SCHOOL DISTRICT WITH ADDED TERRITORY AS CONTAINED IN THE ASSESSMENTS AS OF JANUARY 1, 2024, AS PROVIDED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, AS PROVIDED BY LAW, AND UPON THE UNIFORM MOTOR VEHICLE ASSESSMENT SCHEDULE AS MADE ACCORDING TO THE PROVISIONS OF THE "MOTOR VEHICLE AD VALOREM TAX OF 1958" AS AMENDED, AND UPON ASSESSMENT OF PUBLIC UTILITIES PROPERTIES MADE BY THE STATE TAX COMMISSION, EXCEPT AS TO SUCH VALUES AS MAY BE EXEMPT, IN WHOLE OR IN PART, FROM CERTAIN LEVIES BY LAWS OF THE STATE OF MISSISSIPPI AND FOR RELATED PURPOSES

WHEREAS, the Mayor and Board of Aldermen (the "Governing Body") of the City of Long Beach, (the "Municipality"), having made due investigation therefore, and now find, determined, adjudicate and declare as follows:

(A) The Board of Supervisors of Harrison County, Mississippi, wherein the Municipality and the Long Beach Public School District with added territory (the "District") are located, has completed a countywide appraisal and does make or has made a countywide assessment of properties as provided by MCA §21-33-9, whereby the Municipality is required under the provisions of MCA §27-35-167, to adopt the assessments made or to be made by said Board of Supervisors containing the taxable property located in said Municipality and in said District.

(B) The Municipality has been furnished or will be furnished by the Clerk of said Board of Supervisors, a copy of the Land Roll Assessment values and the Personal Property assessment values of said Harrison County as contained in said Municipality and in said District, and has been furnished a copy of the recapitulation of said Land and Personal Property Assessment Rolls.

(C) Under the provisions of MCA §21-33-45, the Governing Body of the Municipality is required by resolution to fix the tax rate or levy of ad valorem taxes for the Municipality and for the Long Beach Public School District as therein provided.

(D) The Board of Trustees of said District has furnished the Governing Body of the Municipality a certified request for levy of ad valorem taxes to provide funds for the Budget of the District for the ensuing year.

(E) Time is of the essence that the Governing Body of the Municipality fix and establish the ad valorem tax levies for the municipality and for said District on taxable property as shown upon the Land and Personal Property Assessment Rolls furnished or to be furnished the Municipality by said Board of Supervisors of Harrison County, Mississippi, as provided by law and as the same may be corrected and/or amended, as further provided by MCA §21-33-1; all for the immediate preservation of the public peace, health and safety for providing immediate and necessary water and sewer services, police and fire protection, health and morals of public school students, for the immediate and temporary preservation of order and of the public health and safety.

(F) The levy of ad valorem taxes for said Municipality and district as hereinafter made, do not exceed any limit prescribed by law and will not result in rendering in total receipts from all levies any amount more than the receipts from such source during the next preceding fiscal year plus an increase of not more than ten percent (10%) of such receipts as to said Municipality, nor in any amount more than the receipts from such source during the next preceding fiscal year, plus an increase of not more than seven percent (7%) of receipts as to such District as provided by law.

(G) The Governing Body of the Municipality is authorized and empowered to fix and establish the ad valorem tax levies for said Municipality and District to raise funds for the ensuing fiscal year as hereinafter provided.

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

SECTION 1. TAX LEVY

That an ad valorem tax of 118.63 mills be, and the same is hereby made, fixed and levied and declared for the year, 2024-2025, upon each dollar of assessed valuation of all taxable property as of January 1, 2024, within the corporate limits of the City of Long Beach, Mississippi (the "Municipality") and within the Long Beach Public School District with added territory (the "District"), as the same is now assessed and listed, or as the same may be hereafter assessed and listed or corrected or amended and furnished to the Municipality by the Board of Supervisors of Harrison County, Mississippi, upon the Real and Personal Property Assessment Rolls of said Municipality and District for the year, 2024, and upon the assessment of motor vehicles as made according to the provisions of the "Motor Vehicle Ad Valorem Tax Act of 1958", as amended, as shown on the Uniform Motor Vehicle Assessment Schedule for the Municipality and District for the year, 2024-2025 as adopted by the Municipality, and upon all of the Public Utilities Properties assessed by the State Tax Commission in said Municipality and District; all taxable according to law, in the amount of mills or fractional parts of mills, and for the purposes hereinafter set forth and as follows:

AD VALOREM TAX LEVY FOR THE MUNICIPALITY

(A) FOR GENERAL REVENUES AND GENERAL IMPROVEMENTS:

Upon all taxable property within the corporate limits of the Municipality [Authority: MCA §§ 21-33-45(a) and 27-39-307] 53.23 Mills

(B) FOR MUNICIPAL BONDS AND INTEREST
(Including General Obligation Notes):

Upon all taxable property within the corporate limits of the Municipality [Authority: MCA §§ 21-33-45(d) and (e), and 21-33-87] 0.40 Mills

TOTAL LEVY OF TAXES FOR MUNICIPAL PURPOSES 53.63 Mills

AD VALOREM TAX LEVY FOR THE LONG BEACH PUBLIC SCHOOL DISTRICT

(C) FOR SCHOOL DISTRICT MAINTENANCE:

Upon all taxable property within the corporate limits of the Municipality and within the added territory of the District [Authority: MCA §§ 21-33-45(b), 37-57-1, 37-57-105 and 37-57-107] 55.00 Mills

(D) FOR SCHOOL BUILDING PROGRAM:

Upon all taxable property within the corporate limits of the Municipality and within the added territory of the District [Authority: MCA §§ 21-33-45 AND 37-59-101] 3.00 Mills

(E) FOR SCHOOL BOND DEBT SERVICE:

Upon all taxable property within the corporate limits of the Municipality and within the added territory of the District [Authority: MCA §§ 21-33-45 AND 37-59-101] 7.0 Mills

TOTAL TAX LEVY FOR SCHOOL PURPOSES 65.00 Mills
TOTAL LEVY OF AD VALOREM TAXES FOR MUNICIPAL AND SCHOOL DISTRICT PURPOSES: 118.63 Mills

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SECTION 2. COLLECTION OF TAX

That the above rates or levies, in mills or in decimal fractions thereof, shall be collected by the Tax Collector of the Municipality, by and through the Harrison County Tax Collector pursuant to contract with the Municipality, upon each dollar of assessed valuation of the Real and Personal Property Assessment Rolls of the Municipality and of the District as of the 1st day of January, 2024, and the ensuing year, and as said rates or levies are hereinabove respectively fixed, levied and declared, save and except as to such values as may be exempt, in whole or in part, as provided by the applicable laws of the State of Mississippi; and that the above rates or levies, in mills or in decimal fractions thereof, shall be collected by the Tax Collector of Harrison County, Mississippi, upon the motor vehicle assessments as contained upon the Uniform Motor Vehicle Assessment Schedule adopted by the Municipality, and/or the Board of Supervisors of Harrison County, Mississippi, as provided by law.

SECTION 3. FUNDS

That all taxes and/or moneys received by the Tax Collector of the Municipality, as a result of the above rates or levies, shall be placed in the appropriate fund or funds of the Municipality and of the District, respectively, as the case may be, and as above provided; and that said funds shall be expended in the manner and for the purpose for which the aforesaid levy or levies of ad valorem taxes are made, and for no other purpose, except as may be otherwise provided by law.

SECTION 4. RESOLUTION, CERTIFIED COPIES

That certified copies of this resolution shall be prepared by the City Clerk of the Municipality and transmitted, one each to (a) the Motor Vehicle Comptroller of the State of Mississippi, (b) the State Auditor of the State of Mississippi, (c) the State Tax Commission of the State of Mississippi, and (d) the Tax Collector of Harrison County, Mississippi.

SECTION 5. EFFECTIVE DATE


That for good cause shown as provided in the preamble to this resolution, and the immediate preservation of the public peace, health and safety so requiring it for the conduct of business of the Municipality and of the District, and it being necessary forthwith to transmit the levy or levies hereinabove made to each of the officers set forth in Section 4, above for purposes provided by law, this resolution shall take effect and be in force from and after its adoption; but the same shall nevertheless be published, printed and spread upon the official minutes of the Governing Body of the Municipality as provided by law.

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

Alderman 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 a majority of the Aldermen present and voting, the Mayor declared the motion carried and the resolution adopted and approved this the 3rd day of September, 2024.

APPROVED:



GEORGE L. BASS, MAYOR

ATTEST:



STACEY DAHL, CITY CLERK

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Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to approve the following Special Event Application submitted by First Baptist Long Beach for Praise in the Park Concert and waive any applicable fees:



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

August 26, 2024

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

Dear Mayor Bass,

First Baptist Church of Long Beach is respectfully requesting consideration for fees to be waived for the use of our city's Town Green on October 5, 2024, from 5:00 p.m. – 8:30 p.m., for the purpose of hosting a community-wide Christian concert, with other churches from our city, for families. We are requesting use of the full facilities at the Town Green, with most use being in the front at the stage area. On Saturday afternoon we will set up the area with equipment for the concert. We will police the grounds afterward and place all trash into appropriate containers so that the property is clean when we leave. Our desire is to gift the families of our city with a wholesome family-oriented concert where the parents can enjoy time with their children at no cost to the family.

Thank you for your consideration of this request. If you have any questions, please contact me, Dr. LaRue Stephens, at (228) 806-3651.

Sincerely,

Dr. LaRue Stephens

(228) 864-2584

info@fbclb.com

www.fbclb.com

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SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: _____ Time: _____ By: _____

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

SUMMARY OF EVENT

Event Title: Prayer on the Park Concert

Please give a brief description of the proposed event:

Church group from MS joining together for concert. Food trucks

Event Day Date (s): 09/05/2024 Event Time (s): 5-8 PM

Set-Up Date & Time: 4:00 Tear-Down Date & Time: 10/5/24 3 PM

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

Event Location Description: Stage at town green & Brickfield

Sponsoring Organization's Legal Name: First Baptist Church MS

Organization Agent: Max Holland

Phone: 601-361-1111 Home: _____ Cell: 228-361-1111 During Event

Agent's Address: 3000 Government Ave #13

Agent's E-mail Address: M.Holland@firstbaptistms.com

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

How many years has this event occurred? this is first year

Adopted by MBOA 03/19/24

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

STREET CLOSURES: Start Date/Time: N/A Through Date/Time: _____

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

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

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

DO YOU PLAN TO HAVE ALCOHOL SOLD/SERVED AT THIS EVENT? YES NO

If yes, are liquor license and liquor liability insurance attached? YES NO

ATTENDANCE: What is expected (estimated) attendance for this event? 200

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

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

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

If yes, how many? _____

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

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

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

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

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

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

A certificate of Insurance must be provided which names the City of Long Beach as an additional named insured party on the policy and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

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

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

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

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

8-26-24



Date

Signature of Sponsoring Organization's Agent

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

Adopted by MBOA 03/19/24

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Event Title: _____

DEPARTMENTAL USE ONLY: Please contact applicant directly with any questions or concerns. Sign and return to the City Clerk's Office, as soon as possible.

Approvals noted below, by departments, indicate they have been made aware of the request and the reasonability of their departments has been met.

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

Fire Dept: *SB* Recommended Approval: YES NO Est. Economic Impact: \$ _____

Public Works: *J* Recommended Approval: YES NO Est. Economic Impact: \$ *0*

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

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

Have businesses been notified for street closures?: YES NO

Reason for disapproval:

Any special requirements/conditions:

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

Adapted by MB 03/19/24

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ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 09/22/2024		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p>						
<p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER Perrett Insurance Agency, LLC 162 Summer Pine Drive Florence MS 39073		CONTACT NAME: Jason Perrett PHONE (A/C, No, Ext): 601-372-8094 FAX (A/C, No): 888-556-8432 E-MAIL ADDRESS: jperrett@comcast.net				
INSURED Long Beach First Baptist Church PO Box 338 Long Beach MS 39560		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: GuideOne Insurance Company 16032 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:				
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:						
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		00-1265-410	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$ \$ \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y / N / N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE# (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Christian Concert at Long Beach Town Green on October 6th, 2024						
CERTIFICATE HOLDER				CANCELLATION		
City of Long Beach Long Beach MS 39560				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jason Perrett</i>		

ACORD 25 (2010/05)

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Minutes of September 3, 2024
Mayor and Board of Aldermen

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

Bob Paul
228-669-7601

TOWN GREEN

Group / Individual Name (Permit tee):

First Baptist Church LB (Mag)

Telephone Number: 2 228 575-4535 228 861-0007

Street Address: 300 N. Cleveland Ave.

City Long Beach State MS Zip 39560

Type of Event: concert

Start Time: 5:00

Closing Time: 8:30

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on
10-5-24
(Date)

The person(s) requesting this permit

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

Signature: *Mag Holland* Date: 8-23-24

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of September 3, 2024
Mayor and Board of Aldermen

STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I Yusef Baptist JB, do hereby release, acquit and forever discharge the City of Long Beach, Mississippi, and all of its respective agents, servants, employees, elected and non-elected officials, successors, predecessors, insurers, attorneys, and any and all other legal entities and persons, of and from any and all claims, demands, actions, damages, liability, or legal recourse of any type, and expenses (including attorneys' fees) in connection with or arising from or out of my use of the Town Green.

WHEREFORE, PREMISES CONSIDERED:

The undersigned further agrees that he/she shall indemnify and hold harmless the City against and from all claims, demands, actions, rights of action, liabilities, losses, judgments, costs, expenses, and attorney fees which shall or may rise by virtue of anything done or omitted to be done by us, including through or by its agents, employees, or other representatives, arising out of, claimed on account of, or in any manner predicated upon the use of the above mentioned property. The undersigned further agrees to protect and save and keep the City harmless and indemnify the City against and from any and all claims, demands, actions, liabilities, judgments, losses, costs, damages or expenses (including attorneys' fees) arising out of, claimed on account of, or in any manner predicated upon any accident or other occurrence arising from the use of the above mentioned property causing injury to person(s) (including death) or property to whomsoever or whatever in law and equity.

Furthermore, as part of the consideration for using the abovementioned property, the undersigned agree to assume full responsibility and liability for any and all risk of loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group or members thereof while in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said organization or group agrees to indemnify and hold the City of Long Beach, its agents and servants, and employees harmless from and against all claims and expenses for same, including attorneys fees.

This, the 23 day of August, 2024.

Authorized Signature Mag Hollan

Witness [Signature]

Minutes of September 3, 2024 Mayor and Board of Aldermen

LONG BEACH TOWN GREEN RULES AND REGULATIONS

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

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

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

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

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

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

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

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

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

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

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



Minutes of September 3, 2024 Mayor and Board of Aldermen

FEES:

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

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

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

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

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

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

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

Minutes of September 3, 2024 Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Banner Placement Request submitted by First Baptist Long Beach for Trunk or Treat:



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

August 27, 2024

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

Dear Board,

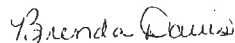
We, First Baptist Church, Long Beach, would like to ask permission to put 4 banners around the city advertising our "Trunk or Treat" event on October 27. We would like to have the banners out from October 6 - 28, 2024.

We requested the following locations:

- Railroad and Pineville intersection on the south side
- Railroad and Cleveland on the southeast corner
- Cleveland and Klondyke in the triangle – low to the ground so not to interfere with traffic.
- At the corner of Beatline and Railroad

Please let us know if there is any problem with the placing the banners. Thank you so much for the opportunity to advertise our "Trunk or Treat" to the community.

Sincerely,



Brenda Davis
Minister of Education

(228 864-2584 ☎ info@fbclb.com ✉ www.fbclb.com 🌐

Minutes of September 3, 2024 Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the updated Fee & Expenses Schedule for Neel Schaffer for Railroad Crossing Improvements:

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of \$ 238,416.36 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. Any additions to an existing Labor Hour Rate table via Letter Agreement and/or Supplemental Agreement shall utilize the overhead rate(s) applied to the original CONTRACT. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. In addition, no meal reimbursement will be allowed when there is no overnight stay.

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT'S cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the

Minutes of September 3, 2024 Mayor and Board of Aldermen

LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Under no circumstances shall the CONSULTANT alter the personnel, classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

PERSONNEL NAME	LABOR CLASSIFICATION	Loaded Rate
Steve Twedt, PE	Engineer Manager	281.75
David Seyfarth, PE	Project Engineer	177.35
	Engineer Intern	89.22
	Engineer Technician	119.12
	Inspector III	77.33
	Administrative Assistant	93.68

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$ 238,416.36 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$ 210,020.14	\$ 6,902.34	\$ 21,493.88	\$ 238,416.36

Minutes of September 3, 2024 Mayor and Board of Aldermen

Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to approve the following Modification & Extension of August 6, 2020 NRCS Funded Long Beach Watershed Detention/Retention project, and authorize the Mayor to execute same:



July 10, 2024
Mayor George Bass
P.O. Box 929
Long Beach, MS 39560

RE: Modification and Extension of August 6, 2020-NRCS funded Long Beach Watershed Detention/Retention Project: Letter Agreement

Dear Mayor Bass:

As you are aware, on August 25, 2020, the Natural Resources Conservation Service (NRCS) awarded the City of Long Beach a \$1,500,000 cooperative agreement for to prepare a watershed plan and a supplemental Environmental Impact Statement for the Long Beach Watershed Detention/Retention Project. On August 6, 2020, the City selected Pickering Firm to provide professional services for this project with a fee of time and materials not to exceed \$1,350,000. The overall NRCS project budget was adjusted to \$1,363,636 for direct project expenses and \$136,364 as a 10% administrative fee to the City of Long Beach. Pickering Firm's fee was adjusted to correspond with the NRCS adjustment.

Unfortunately, the project was disrupted by the Covid shut down and further delayed as NRCS transitioned to new Principles, Requirements and Guidelines (PRG) for completion of the Supplemental Environmental Impact Statement (SEIS) and Watershed Plan. Notwithstanding these disruptions we have met the following milestones:

- ✓ Wetland Delineation Report completed-March 10, 2023
- ✓ Draft Watershed Plan and SEIS sent to NRCS-March 17, 2023
- ✓ NRCS Comments and Revisions sent to Pickering-February 8, 2024
- ✓ Section 106 letters for Tribes sent to NRCS-March 21, 2024
- ✓ Cultural Resources Report Completed-April 23, 2024

Still to complete the remaining tasks for the Supplemental Watershed Plan and Environmental Impact Statement on June 18, 2024 NRCS approved a 3rd No Cost Extension for the project with a new end date of June 30, 2025. This 3rd No Cost Extension listed the most recent progress to date and revised milestones as follows:

- | | |
|--|----------------|
| 1. Cultural Resources Report Completed, | April 23, 2024 |
| 2. Final Watershed Plan and SEIS to NWMC, | May 17, 2024 |
| 3. NRCS final review/comments, | Oct. 1, 2024 |
| 4. Recipient's consultant addresses NRCS comments, | Dec. 1, 2024 |

Facility Design • Civil Engineering • Surveying • Transportation • Natural / Water Resources
2001 Airport Road, Suite 201 • Flowood, MS 39232 • Phone: 601.956.3663 • FAX: 601.956.7817 • www.pickeringfirm.com

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Mayor George Bass
July 10, 2024
Page 2 of 2

- 5. NRCS prepare/publish Fed. Register Public Notice, Jan. 1, 2025
- 6. Public Review and Comment Period (45 days min.), Jan. 1, 2025-Feb. 15, 2025
- 7. Recipient's consultant organizes and addresses comments, March 14, 2025
- 8. PFI Final Watershed Plan and SEIS to NRCS, May 1, 2025
- 9. Close-out, June 30, 2025

Our latest invoice and SF 270 NRCS reimbursement form submitted on June 18 2024, covered expenses through March 6, 2024 and showed total NRCS reimbursements of \$1,499,808.66 out of the total \$1,500,000 (\$1,363,462.42 of direct expenses and \$136,346.24 of administrative expenses to Long Beach). This leaves a remainder of \$191.35 (\$173.95 direct and \$17.40 administrative) in NRCS funds available for the project through June 30, 2025.

Accordingly, we respectfully ask to extend the initial August 6, 2020 Statement of Work through June 30, 2025 and increase our not to exceed fee by **\$85,000** to be paid out of the City's budgeted \$136,364 administrative fee which has been paid by NRCS. These funds would allow us to complete the milestones outlined above. In short, this requested fee increase is still within the overall \$1,500,000 in NRCS funding. The city would simply pay these invoices out of the accumulated NRCS administrative fee and they would not be eligible for NRCS reimbursement. At the end of the project, the city would still retain \$51,364 in NRCS administrative fees.

Please let me know if you have any questions otherwise sign below approving this request and send me a pdf of this signed approval.

Sincerely,



Curt Craig, Principal

Approved:  9-4-24
 George Bass, Mayor Date

There came on for discussion Trucks N Tacos Event Portable Restrooms, whereupon Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to leave 3 of the portable restrooms from the Cruisin' the Coast parade located near Jeff Davis & 4th Street to be available during the Trucks N Tacos event, and pay the daily rate.

There came on for discussion Drainage on East Avenue & Carroll Avenue, whereupon Alderman Bennett apprised the Board that this issue had been handled by Public Works.

There came on for discussion Cemetery, whereupon Alderman McGoey made motion seconded by Alderman Frazer and unanimously carried to schedule a work session on October 22, 2024 at 5:00 pm in the Long Beach City Hall Meeting Room to discuss cemetery plot fees.

There came on for discussion Special Event Application, whereupon Alderman Brown apprised the Board that his questions regarding the application had been answered, and no action would be required.

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Mayor and Board of Aldermen

There came on for discussion Lease Negotiation, whereupon Mayor Bass requested an updated on the property lease for land adjacent to the Quarles House (Greenvale) from Dr. Alexander & Ms. Griffin. City Attorney Steve Simpson apprised the Board the survey and legal description were complete and he is preparing the lease document to be reviewed by Dr. Alexander & Ms. Griffin.

Alderman McCaffrey made motion seconded by Alderman Johnson to approve the following Special Event Application submitted by Delores Tillson for Long Beach Artist & Artisan market:



SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: 8/30/24 Time: _____ By: CS

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

SUMMARY OF EVENT

Event Title: Long Beach Artist and Artisan market

Please give a brief description of the proposed event:

A Sunday afternoon event for Artist & Artisan's to sell their products. Gives people a family friendly outing in Long Beach. This is for True Artist & Artisan's, all handmade products.

Event Day Date (s): Sunday Afternoons Event Time (s): 11:00am - 4:00pm
Year Round

Set-Up Date & Time: 9:00am Sunday's Tear-Down Date & Time: 4:00pm Sunday's

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

Event Location Description: Set-up along sidewalk on E. 3rd St.

Sponsoring Organization's Legal Name: _____

Organization Agent: Delores Tillson

Phone: 228-669-1540 Home: same Cell: same During Event

Agent's Address: 7288 Turner Rd. Long Beach, MS 39560

Agent's E-mail Address: delorestillson@gmail.com

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

How many years has this event occurred? Brand New 0 years

Approved by: _____

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

STREET CLOSURES: Start Date/Time: _____ Through Date/Time: _____

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

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

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

DO YOU PLAN TO HAVE ALCOHOL SOLD/SERVED AT THIS EVENT? YES NO

If yes, are liquor license and liquor liability insurance attached? YES NO

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

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

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

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

If yes, how many? _____

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

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

Adopted by MBOA 03/19/24

Minutes of September 3, 2024 Mayor and Board of Aldermen

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

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

None

→ Forthcoming

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

CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

A certificate of Insurance must be provided which names the City of Long Beach as an additional named insured party on the policy and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

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

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

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

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

8-29-2024

Melore Gillson

Date

Signature of Sponsoring Organization's Agent

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

Minutes of September 3, 2024 Mayor and Board of Aldermen

Event Title: Long Beach Artist and Artisan Market

DEPARTMENTAL USE ONLY: Please contact applicant directly with any questions or concerns. Sign and return to the City Clerk's Office, as soon as possible.

Approvals noted below, by departments, indicate they have been made aware of the request and the reasonability of their departments has been met.

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

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

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

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

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

Have businesses been notified for street closures?: YES NO

Reason for disapproval:

Any special requirements/conditions:

Insurance/Indemnification Received: Forthcoming

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

DATE: _____

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Mayor and Board of Aldermen

Sunday Afternoons
Artist - Artisans
Market
11:00 am - 4:00 pm
Year Round
Sidewalk on E. 3rd
(Same as Farmer's
market)

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

Group / Individual Name (Permit tee):

Delores Tillson

Telephone Number: 228-669-1540

Street Address: 7288 Turner Rd.
Home Work Cell

City Long Beach State MS Zip 39560

Type of Event: Artist and Artisan Market

Start Time: 11:00 am

Closing Time: 4:00 pm } Every Sunday
Year Round

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on
Sidewalk on E. 3rd St @ Town Green

(Date)
To begin ASAP

The person(s) requesting this permit

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

Signature Delores Tillson Date: 8/29/2024

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of September 3, 2024
Mayor and Board of Aldermen

STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I Delores Tillson, do hereby release, acquit and forever discharge the City of Long Beach, Mississippi, and all of its respective agents, servants, employees, elected and non-elected officials, successors, predecessors, insurers, attorneys, and any and all other legal entities and persons, of and from any and all claims, demands, actions, damages, liability, or legal recourse of any type, and expenses (including attorneys' fees) in connection with or arising from or out of my use of the Town Green.

WHEREFORE, PREMISES CONSIDERED:

The undersigned further agrees that he/she shall indemnify and hold harmless the City against and from all claims, demands, actions, rights of action, liabilities, losses, judgments, costs, expenses, and attorney fees which shall or may rise by virtue of anything done or omitted to be done by us, including through or by its agents, employees, or other representatives, arising out of, claimed on account of, or in any manner predicated upon the use of the above mentioned property. The undersigned further agrees to protect and save and keep the City harmless and indemnify the City against and from any and all claims, demands, actions, liabilities, judgments, losses, costs, damages or expenses (including attorneys' fees) arising out of, claimed on account of, or in any manner predicated upon any accident or other occurrence arising from the use of the above mentioned property causing injury to person(s) (including death) or property to whomsoever or whatever in law and equity.

Furthermore, as part of the consideration for using the abovementioned property, the undersigned agree to assume full responsibility and liability for any and all risk of loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group or members thereof while in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said organization or group agrees to indemnify and hold the City of Long Beach, its agents and servants, and employees harmless from and against all claims and expenses for same, including attorneys fees.

This, the 30th day of August, 2024.

Authorized Signature Delores Tillson

Witness [Signature]

**Minutes of September 3, 2024
Mayor and Board of Aldermen**

LONG BEACH TOWN GREEN RULES AND REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

Initial DT

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Minutes of September 3, 2024 Mayor and Board of Aldermen

FEES:

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

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

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

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

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

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

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

Initial OT

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After discussion and input from the applicant, Alderman Brown made substitute motion seconded by Alderman McGoey and unanimously carried to approve the foregoing application for 4 Sundays, subject to receiving proof of insurance. The application will be considered for permanent approval after an agreement is reached regarding other events at the Town Green.

**Minutes of September 3, 2024
Mayor and Board of Aldermen**

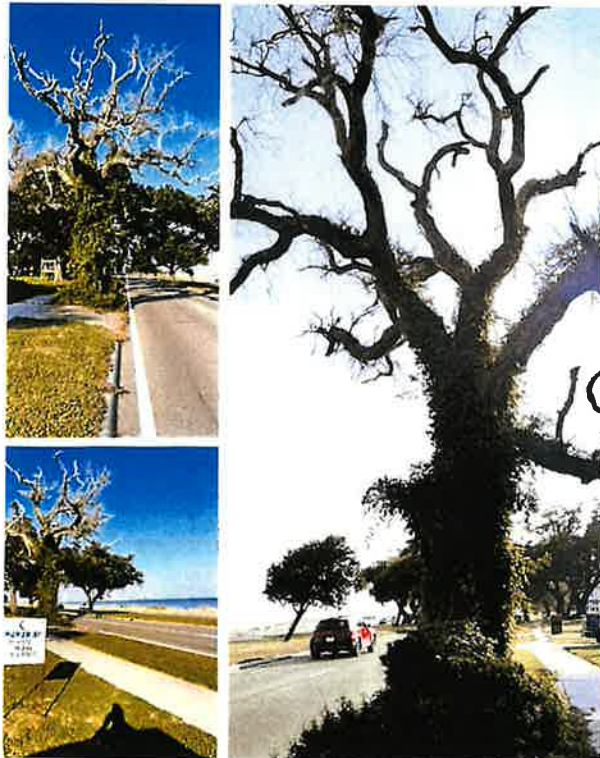
It came on for discussion City Services, whereupon Alderman Johnson made motion seconded by Alderman Brown and unanimously carried to direct Comptroller Kini Gonsoulin and City Clerk Stacey Dahl to draft a proposal for all city services and commodities that could be bid out for cost savings.

There came on for discussion Beatline Road Environmental Study, whereupon Alderman Brown made motion seconded by Alderman Johnson to re-instate the contract with Pickering Firm to complete the previously suspended Environmental Study of Beatline Road. 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	Nay
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 a majority of the Aldermen present and voting, the Mayor declared the motion carried.

There came on for discussion the following dead and hazardous oak tree located in front of 932 East Beach Blvd., whereupon Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to direct Public Works to obtain quotes to remove said tree:



**Minutes of September 3, 2024
Mayor and Board of Aldermen**

There came on for discussion Cyber Security, whereupon Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to add this topic to the previously scheduled work session on October 22, 2024 at 5:00 pm at Long Beach City Hall Meeting Room.

There came on for discussion City Hall Fire Alarm, whereupon Alderman Parker made motion seconded by Alderman Brown and unanimously carried to authorize the replacement of the fire alarm system at an estimated cost of \$15,000.

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

Police Dept:

- Step Increase, Dispatcher 1st Class John Buza, PS-3-III, effective September 16, 2024
- Education Pay, Detective Wesley McNeece, Associates Degree, effective September 1, 2024

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Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Johnson and unanimously carried to approve the following Holiday Schedule for fiscal year 2024-2025:

HOLIDAY SCHEDULE

2024

Monday, November 11 th	Closed-Veteran's Day
Wednesday, November 27 th	Close Noon (ALL administrative employees taking off at noon MUST utilize leave or remain at work for their normal workday)
Thursday, November 28 th	Closed-Thanksgiving Holidays
Friday, November 29 th	Closed-Thanksgiving Holidays
Tuesday, December 24 th	Closed-Christmas Holidays
Wednesday, December 25 th	Closed-Christmas Holidays

2025

Wednesday, January 1 st	Closed-New Year's Holiday
Monday, January 20 th	Closed-Martin Luther King's and Robert E. Lee's Birthday
Monday, February 17 th	Closed-President's Day
Monday, April 28 th	Closed-Confederate Memorial Day
Monday, May 26 th	Closed-Memorial Day
Friday, July 4 th	Closed-Independence Day
Monday, September 1 st	Closed-Labor Day
Tuesday, November 11 th	Closed-Veteran's Day
Wednesday, November 26 th	Close Noon (ALL administrative employees taking off at noon MUST utilize leave or remain at work for their normal workday)
Thursday, November 27 th	Closed-Thanksgiving Holidays
Friday, November 28 th	Closed-Thanksgiving Holidays
Wednesday, December 24 th	Closed-Christmas Holidays
Thursday, December 25 th	Closed-Christmas Holidays
Wednesday, December 31 st	Close Noon (ALL administrative employees taking off at noon MUST utilize leave or remain at work for their normal workday)

2026

Thursday, January 1st Closed-New Year's Holiday

HOLIDAYS ARE SUBJECT TO CHANGE IN ACCORDANCE WITH GOVERNOR'S PROCLAMATION

MBOA 09/03/2024

**Minutes of September 3, 2024
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Employee Insurance Benefit Package FY 24-25 per the recommendation of the Insurance Committee:

City of Long Beach



August 19, 2024

RE: Employee Insurance Benefit Package FY 24/25

Dear Mayor and Board of Aldermen,

After careful consideration, meetings, and discussion with representatives of Brown and Brown Insurance, the insurance committee respectfully recommends the City of Long Beach continue our employee medical benefit insurance with Blue Cross Blue Shield of MS, life/vision/dental with Principal, and Gap plan with Transamerica.

We further recommend our continued voluntary participation with American Heritage Insurance Company and Life of Alabama, continuing to designate Charles Lowe as the Agent of Record for the Section 125 Cafeteria Plan.

The aforesaid recommendations are within our departmental budgets for the Fiscal Year 2024/2025. Incidentally, we received no increase in our medical insurance.

Thanking you in advance for your consideration in this matter.

Sincerely,

Chief Griff Skellie
Insurance Committee Chairman

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

**Minutes of September 3, 2024
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman Johnson and unanimously carried to approve the following ACH & Positive Pay Agreements with Peoples Bank, and authorize the Mayor to execute same:

**THE PEOPLES BANK
ACH ORIGINATION AGREEMENT**

Preauthorized Transfer of Electronic Debits and/or Credits

**Service Agreement Addendum to the
Peoples Banking Internet Agreement and Cash Management Master Agreement**

This Addendum is entered into on September 2, 2024, by and between **The Peoples Bank, Biloxi, Mississippi (Bank)**, and City of Long Beach, for Peoples Bank Checking Account Number 5173638. This Addendum is supplemental to the Peoples Banking Internet Agreement and Cash Management Master Agreement. All terms and definitions as described in the Peoples Banking Internet Agreement and Cash Management Master Agreement shall apply to this Addendum, hereinafter referred to as "Service Agreement".

WHEREAS, Company requests Bank to permit Company to initiate or arrange for the initiation of electronic debit and/or credit entries to be processed by and through Bank; and

WHEREAS, Bank desires to accommodate Company by processing for ultimate delivery to other participant banks and financial institutions the electronic entries to the extent available under the rules of the Southern Financial Exchange ("SFF") and the National Automated Clearing House Association ("NACHA") to the accounts of Company's employee or customer (hereinafter together called "Customer(s)", unless otherwise indicated), at such participant financial institution; and

WHEREAS, Company and Bank have previously entered into a Peoples Banking Internet Agreement and Cash Management Agreement; and

WHEREAS, Bank desires to process and transmit Company's electronic debit and/or credit entries subject to the terms and conditions described below:

NOW, THEREFORE, in consideration of the mutual premises contained herein, Company and Bank agree as follows:

1. Company will originate ACH activity utilizing one of the Bank's selected methods. Bank will determine the preferred method and third party vendor software by which the Company will transmit transaction files and initiate entries.
2. Restrictions on ACH origination activity: Bank will allow only the following types of transactions to be originated: PPD (Prearranged Payment and Deposit Entry), CCD (Corporate Credit or Debit) and CTX (Corporate Trade Exchange).

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3. Company will prepare and submit all electronic entries to Bank in accordance with the agreed upon specifications and schedules, presently defined as 3:00 P.M., two Banking Business Days prior to the effective date of the electronic entries.

4. Except as otherwise provided in paragraphs (8), (9) and (10), Bank will transmit and process the electronic entries initiated by Company in accordance with the rules of SFE and/or NACHA as are currently in effect and as amended from time to time. Company acknowledges receipt of a copy of the operating Rules of NACHA (as amended from time to time). Company agrees to comply with and be bound by the Rules. Bank agrees to inform Company of revisions to the Rules of which Bank has knowledge.

5. Company will not initiate an electronic credit and/or debit entry with respect to any Customer until Company has obtained the written authorization ("Authorization") of such Customer to do so and, in the case of electronic debit entries, has complied with the further requirements of Paragraph 18. The Authorization shall be in form acceptable to Bank. Company will retain the original or a copy of the Authorization received for 2 years after termination or revocation of such authorization. In addition, Company agrees to notify Bank at least 10 calendar days in advance of its initiation of an electronic debit entry or credit entry to the account of a Customer for the first time. Such notice shall contain the information prescribed in the Rules. Company agrees to strictly comply with the provisions of this paragraph, and the Company understands that Bank will be relying upon such promise in order that Bank may comply with federal and state laws and regulations in respect to electronic funds transfers.

6. Right to Audit: Upon Bank's request, Company will furnish Bank with the original or a copy of the Authorization.

7. With respect to "on-us" electronic debit and/or credit entries, the relationship between Bank and Company will be governed by the Rules and, to the extent applicable, Bank agrees to assume all the rights and obligations of both an "Originating Bank" and a "Receiving Bank", and Company agrees to assume the rights and obligations of a Company, as all such terms are defined within the Rules. Company agrees to make the same warranties to Bank, as Bank would be required to make pursuant to the Rules, were Bank an "Originating Bank".

8. In the event the Bank must utilize a local or regional automated clearing house or correspondent bank to effect a Company ACH and the operating rules of a local or regional automated clearing house, or correspondent bank are more restrictive than, or are at variance with the rules, Company agrees to be bound by the more restrictive or varying operating rules of the local or regional automated clearing house.

9. The Treasury Department Office of Foreign Asset Control (OFAC) has laws and regulations restricting bank transactions with individuals and/or countries against which the U.S. has trade sanctions. To ensure full compliance with OFAC laws and regulations, Bank WILL NOT send or receive ACH transactions to or from countries against which the U.S. has trade sanctions, or countries specifically listed in the regulation as of the date

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of the proposed transaction. Please refer to Web Site HYPERLINK "<http://www.treas.gov/ofac>" www.treas.gov/ofac for the current list of Specially Designated Nationals and Blocked Persons with trade sanctions or other restrictions. Company acknowledges that the listed individuals and/or countries may be changed by the OFAC at any point during the term of this Service Agreement and that Bank must utilize the most recent list of OFAC restrictions in determining whether or not to execute a proposed foreign transaction.

10. Bank may reject any entry, including an "on-us" entry, which does not comply with the requirements of Paragraph 7 of this Service Agreement and may reject any entry if Company is not otherwise in compliance with the terms of the Internet Agreement. Bank shall notify Company of such rejection no later than the Banking Business Day such entry would otherwise have been transmitted by Bank to the ACH or, in the case of an on-us entry, its effective date. Notification required of Bank in accordance with this Service Agreement shall be by the most expedient method reasonably available.

11. If Bank receives a returned entry from the ACH, it shall notify Company no later than one Banking Business Day after the Banking Business Day of such receipt. Bank shall have no obligation to retransmit a returned entry if Bank complied with the terms of this Service Agreement with respect to the original entry.

12. Company may initiate a reversing entry or file of entries as permitted by the rules described in Paragraph 4 of this Service Agreement.

13. Bank shall not generate advices of electronic debits and/or credits against accounts of Customers maintained with Bank except to the extent it is required to do so. In the event that Company initiates credit entries representing the payment of salary or wages to the accounts of its employees, Company agrees to furnish each employee with a detailed statement of earnings no later than the day said employee's account is due to be credited by Bank.

14. The obligations and responsibilities of Bank shall be limited to those specified in this Service Agreement, the Master Agreement or amendments thereof. Bank will not be obligated or responsible with respect to any failure to act by a correspondent bank, SFE, NACHA, a regional or local Automated Clearing House, or any other third party. In no event shall Bank be liable for any indirect, special, or consequential damages, even if Bank is advised of the possibility of such damages.

CREDIT ENTRIES

15. Credit exposure limit is the maximum total dollar amount of Company's credit entries transmitted and accepted by Bank for processing but not yet settled. For purposes of this agreement the credit exposure limit shall be \$1,000,000.00. Also Company agrees to provide collected balances in Company's account on the day of the electronic transmission. Bank will place a hold on said balances holding the funds in the account until the effective settlement date of the electronic credit entries.

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DEBIT ENTRIES

16. Debit exposure limit is the maximum total dollar amount of Company's debit entries transmitted and accepted by Bank for processing but not yet settled. Bank may require Company to maintain a minimum balance sufficient to cover returned or rejected electronic entries.

17. Company will maintain a demand deposit account (hereinafter called the "Company Account") with Bank to which Bank will credit amounts received in collection of electronic debit entries. All such credits are provisional and Bank may charge Company Account as well as any other account of Company with Bank, for the amount of a returned or rejected electronic debit entry. Company authorizes Bank to withdraw the funds from the Company Account on the day the returned or rejected electronic debit entry is received by Bank or thereafter. Company warrants that it shall maintain a sufficient balance in Company Account to cover returned or rejected electronic debit entries, which for any reason cannot, in part or in whole, be debited against Customer. If Bank processes any electronic entry for which it has not received final settlement, the amount of the entry, at the option of Bank, shall become immediately due and payable by Company to Bank, and Bank shall have the right to charge the amount to Company Account, as well as any other account of Company with Bank, or claim a refund from Company. Bank will not transmit future ACH originations until the transactions are settled in full.

18. Should Company wish to change the amount or date of billing of an electronic debit entry in respect to any Customer, it shall mail or deliver written notice to the Customer 10 calendar days before such electronic debit entry; however, should Company inform a Customer of his/her entries varying in amount, such Customer may elect to receive notice only when an electronic debit entry does not fall within a specified range of amounts (which shall in all respects be reasonable) or, alternatively, only when an electronic debit differs from the most recent amount by more than an agreed upon amount. Company agrees to comply strictly with the provisions of this paragraph, and Company understands that Bank will be relying upon such promise in order that Bank may comply with federal and state laws and regulations in respect to electronic funds transfers.

19. Company represents and warrants Bank that, in cases of electronic debit entries:

- Each electronic entry initiated by Company is for a sum due and owing Company directly or as an authorized agent.
- Company has received a signed written agreement from the Customer, with a copy thereof given to the Customer, authorizing Company to make prearranged debits from the Customer's account (hereinafter, as above, called the "Authorization");
- Each electronic entry initiated by Company is in accordance with a valid Authorization held by Company, and Company has complied with the rules with respect to same, including retention of the original or a copy of each Authorization; Company is solely responsible for and is complying with the laws and regulations governing the initiation of preauthorized electronic debits,

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including but not limited to the Electronic Funds Transfer Act of 1978 and Federal Reserve Regulation E, in particular sections 205.10 (b) and (d), as currently in effect and as amended, Uniform Commercial Code Article 4A (UCC § 4A), if applicable; and at the time an electronic entry is processed by Bank and any receiving banks, the Authorization had not been terminated with respect to such electronic entry; however, this letter of warranty by the Company shall not apply if, at the time of processing the electronic entry, the receiving bank had actual knowledge of termination of the Authorization.

FEDERAL TAX PAYMENT ENTRIES

20. Enrollment Requirement and Special Requirements of Federal Tax Payments. The Company represents and warrants that it has enrolled in the Electronic Federal Tax Payment System (EFTPS) on form 9779, Business Enrollment Form (or such other forms as required from time to time by any agency with jurisdiction involving EFTPS), and has selected the ACH Credit option. The Company represents and warrants that Company shall satisfy all special requirements of the EFTPS system, including the timely generation of pre-notification entries before the first tax payment is sent. At Company's reasonable request, Bank shall provide Company with transaction trace numbers for credit entries initiated by Bank on behalf of Company

21. This Agreement shall be effective for a term of (1) one year from the date hereof. The Agreement shall renew each year on its anniversary date for a term of one year unless either party shall have sent the other party not less than (30) thirty days prior to such anniversary date written notice of its intention that the Agreement should expire on such anniversary date and not renew. In addition, this Agreement may be terminated at any time by either party hereto giving not less than (30) thirty days prior written notice of such termination to the other party.

22. Right to Terminate: Notwithstanding the foregoing, Bank may terminate this Agreement, with such termination to be effective immediately upon notice to Company, if Company fails to comply with the terms of the Agreement, if Company fails to pay when due any of the fees provided for in this Agreement, if company has excessive unauthorized return activity, or if the Account(s) or Concentration Account(s) are closed for any reason or are made subject to levy, garnishment, attachment or similar process. No termination hereunder or expiration of this Agreement shall affect the rights or obligations of either party which may have arisen or accrued prior to such termination or expiration. The provisions of Paragraph 11 shall survive the termination or expiration of this Agreement.

Unless otherwise provided in this Agreement or in the NACHA Rules, all notices or other communications hereunder must be in writing. All such notices shall be deemed effective when delivered to such addresses operating below, or to such other addresses as a party may specify in writing to the other party.

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Mayor and Board of Aldermen**

BANK

The Peoples Bank
Attention: Electronic Banking
P.O. Box 529
Biloxi, MS 39533-0529

Telephone: (228)435-8650
Fax: (228)435-8657

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

Telephone: 228-863-1556

Fax: 228-865-0822

23. No waiver of any provisions hereunder shall be binding unless such waiver shall be in writing and signed by the party alleged to have waived such provision. Any waiver by either party of any defaults hereunder shall not operate as a waiver of succeeding defaults.

24. If one or more of the provisions of this Agreement or in the schedules attached hereto should be or is declared to be illegal, invalid or unenforceable in any respect under present or future laws or regulations effective during the terms of this Agreement, the legality, validity and enforce ability of the remaining provisions of this entire Agreement shall not be affected or impaired thereby; provided, however, that if this entire Agreement should be declared illegal, invalid or unenforceable or should any regulatory agency direct Bank to discontinue providing services hereunder, the parties agree that payments or credits due up to that time shall be remitted or made, and this Agreement shall thereafter be immediately terminated without liability to either party.

25. (a) This Agreement, and the documents referenced herein, constitute the entire understanding of the parties with respect to the subject matter hereof, and all prior negotiations, agreements and representations are merged herein. This Agreement may not be modified except in writing signed by an authorized representative of each party. This Agreement cannot be assigned by either party without both parties written consent.

(b) If the Company is signing this Agreement on behalf of separate corporate entities or subsidiaries as well as on its own behalf, the Company hereby represents and warrants to the Bank that it has received proper authorization or power of attorney from each of such separate corporate entities listed on Schedule F, attached hereto and referenced herein, and that it has full power and authority to bind such entities to the terms of this Agreement.

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

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Mayor and Board of Aldermen**

27. This Agreement may be executed in two or more counterparts and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument.

SCHEDULES ATTACHED HERETO: (A) Profile Setup Sheet; (B) Authorization and Transmittal Document; (C) Sample Authorization Form; (D) Processing Schedule; (E) Fee Schedule; (F) Corporate Entities; ACH Reversal; Holiday Schedule

IN WITNESS WHEREOF, the parties have caused this Service Agreement to be executed by their duly authorized representatives and same shall be effective as of the date of execution and acceptance by Bank, as set forth below.

City of Long Beach _____

By: George Grass

Date: 9-4-24

By: _____

Date: _____

THE PEOPLES BANK

By: _____

Date: _____

By: _____

Date: _____

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PROFILE SETUP SHEET

Bank Name: THE PEOPLES BANK
Address: POST OFFICE DRAWER 529, BILOXI, MISSISSIPPI 39533-0529

Company Name: City of Long Beach
Address: Long Beach, MS 39560

Company Tax ID: 64-6000637
ABA Number: 065500752
Netteller ID:

TYPE OF SERVICE:

- | | | |
|--|---|---|
| <input type="checkbox"/> Direct Deposit / Credit
Dollar Limit \$ _____
Offset Account: _____ | <input type="checkbox"/> Pre-Authorized Debit
Dollar Limit \$ _____
Offset Account: _____ | <input type="checkbox"/> Cash Concentration
Dollar Limit \$ _____
Offset Account: _____ |
| <input type="checkbox"/> Tax Payment
Dollar Limit \$ _____
Offset Account: _____ | <input type="checkbox"/> Other (Specify)
Dollar Limit \$ _____
Offset Account: _____ | |

METHOD OF INPUT:

- Internet Banking
- Flash Drive (Emergency Use Only)

CONTACTS:

Operations:

Name: <u>Kini Gonsoulin</u>	Phone: <u>228-863-1556</u>
Name: <u>Stacey Dahl</u>	Phone: <u>228-863-1556</u>
Name: _____	Phone: _____

Transmission:

Name: <u>Kini Gonsoulin</u>	Phone: <u>228-863-1556</u>
Name: <u>Stacey Dahl</u>	Phone: <u>228-863-1556</u>
Name: <u>Jennifer Fitchie</u>	Phone: <u>228-864-8531</u>

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Mayor and Board of Aldermen**

RETURN ITEM HANDLING:

Mail Return Resolution Reports to:
Company Name: City of Long Beach
Attn: P.O. Box 929
Address: Long Beach, MS 39560

FILE INFORMATION:

Approximate Volume/File: _____ Number of Files/Month: _____

SCHEDULING INFORMATION:

Services to begin: _____
Please attach a calendar of delivery dates.

FILE LAYOUT INFORMATION:

Standard NACHA Records

DELIVERY: This transaction input data along with an ACH Authorization and Transmittal Document, a copy of which is attached to this schedule, should be delivered or transmitted to the following address no later than 3:00 p.m., 1 business day prior to the effective transaction date.

FAX TRANSMITTAL TO: THE PEOPLES BANK
Electronic Banking Department
(228) 435-8657

TEST FILE: A test transmission must be transmitted prior to a live file being processed. Please specify on Schedule B that it is "Test File".

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SCHEDULE B
ACH AUTHORIZATION AND TRANSMITTAL DOCUMENT

To: The Peoples Bank
Attn: Electronic Banking Department
Fax: (228) 435-8657

From: (Company Name) City of Long Beach

Date File Transmitted to Bank: _____

File Effective/Pay Date: _____

Company offset account included: Yes No

Please enter Offset account number: _____

Total Number of Records Sent: _____

Total Dollar Amount of File: \$ _____

Type of File: CCD PPD TAX OTHER _____

Authorized Representative: *George St. Brown*
Signature

Authorized Representative:

Telephone Number:

FOR BANK USE ONLY

Officer Name:

Date: _____

Time: _____

File Disposition:

- Approved
- Denied
- Held

Process Date: _____

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SCHEDULE C

SAMPLE AUTHORIZATION FORM

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS (ACH DEBITS)

COMPANY: City of Long Beach

I (we) hereby authorize City of Long Beach, hereinafter called COMPANY, to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error to my (our) Checking Account indicated below and the financial institution named below, hereinafter called DEPOSITORY, to debit and/or credit the same to such account.

In the case of preauthorized variable amount debits, I (we) request that COMPANY give me (us) [select one]:

- * (10) days prior written notice of the amount of any debit entry that varies from the previous amount; or
- * Notice only when the debit does not fall within a specified range of amounts, which is \$ _____; or
- * Notice only when a debit amount differs from the most recent one by more than an agreed upon limit, which is \$ _____.

DEPOSITORY
 NAME _____
 BRANCH _____
 CITY _____ STATE _____ ZIP CODE _____


TRANSMIT/ABA NO. _____ ACCOUNT
 NO. 5173638

This authority is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

NAME(S) _____ ID NUMBER _____
 (Please Print)

DATE _____
 SIGNED X _____ SIGNED X _____

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SCHEDULE C	
AUTHORIZATION AGREEMENT FOR ACH ORIGINATION	
COMPANY: <u>City of Long Beach</u>	
<p>I hereby authorize <u>City of Long Beach</u>, hereinafter called Company, to initiate debit/credit entries and to initiate, if necessary, debit/credit entries and adjustments for any debit/credit entries in error to my <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS (Select ONE) indicated below and the depository named below, hereinafter called DEPOSITORY, to credit and/or debit the same of such account.</p> <p>I understand that if I request a Stop Payment to be placed on a debit/credit entry due to circumstances not created by Company, I will be responsible for any charges associated with said Stop Payment.</p>	
DEPOSITORY NAME	_____
CITY	_____
STATE	_____
ACCOUNT NO:	<u>5173638</u>
TRANSIT/ABA NO:	_____
<p>This authority is to remain in full force and effect until Company has received WRITTEN notification from me of its termination in such time and in such manner as to afford Company and DEPOSITORY a reasonable opportunity to act on it.</p> <p>This authorization form is not valid unless accompanied by a copy of a CHECK or a copy of a SAVINGS CARD.</p>	
<u>GEORGE L. BASS</u>	
PRINT NAME	SIGNATURE
SS NUMBER	_____
<u>9-4-24</u>	
DATE	

Minutes of September 3, 2024
Mayor and Board of Aldermen

SCHEDULE D

THE PEOPLES BANK

ACH TRANSACTION SCHEDULE

The following Deadlines are provided to assist you with timely entries, conforming to The Federal Reserve ACH operator and The Peoples Bank availability schedules:

TRANSMISSION TIMES:

ACH (Automated Clearing House)

Each Bank Business Day *excluding Bank and Federal Holidays

Cash Concentration	09:00 - 3:00
Direct Deposit / Credit File	09:00 - 3:00
Debit File	09:00 - 3:00

Days the Bank closes at 12:00 p.m.; the file must be received by 10:00 a.m.

*Any exception to the above, must be approved at least 2 hours prior to the cutoff time by The Electronic Banking Department (228) 435-8650.

** Late Fee: \$100.00 per file after 3:00 p.m. daily.

Minutes of September 3, 2024
Mayor and Board of Aldermen

SCHEDULE E

ACH ORIGINATION (NACHA FORMAT)
SERVICE FEE SCHEDULE

1. Electronic

Credit/Debit Items: (Monthly Fees may be offset by Account Balances
If placed on Account Analysis)

- * \$12 per each credit/debit item
- * Minimum per month: \$50.00

Return Item Fee:

- * \$6.00 per item

Data Transmission:

- * Via Internet Banking - No Charge

Late Fees:

- * \$100.00 late file fee

Flash Drive Handling:

- * (*Emergency Use Only)

Rules Book

- * ACH Operating Rules - Corporate Edition - \$20.00 a copy.

**Minutes of September 3, 2024
Mayor and Board of Aldermen**

SCHEDULE F

Corporate entities or subsidiaries for which
Company has full power and authority to
bind such entities to the terms of this
Agreement.

ENTITY NAME _____

ENTITY TAX ID NUMBER _____

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Minutes of September 3, 2024
Mayor and Board of Aldermen

ACH REVERSAL

TO: PEOPLES BANK ACH DEPARTMENT

FROM: _____

DATE: _____

COMPANY: City of Long Beach

Company Tax ID: _____

EMPLOYEE NAME: _____

EMPLOYEE ID#: _____

ACCOUNT NUMBER: _____

TRANSACTION TYPE: _____

ABA:(9 Digits): _____

BANK NAME: _____

(\$) AMOUNT : _____

EFF DATE: (Pay Date): _____

REASON: _____

EMPLOYEE NOTIFIED: YES NO

EMPLOYEE SIGNATURE : _____

SETTLEMENT ACCOUNT# TO CHARGE:

(AUTHORIZED COMPANY SIGNATURE)

Please complete this Form and Fax to: ACH Dept (228) 435-8657

If you have any questions, please contact Electronic Banking at 435-8650.

Thank You.

Trace Number

*

*

Minutes of September 3, 2024 Mayor and Board of Aldermen

The Peoples Bank Positive Pay Services Agreement

This Agreement is entered into this day of, by and between **The Peoples Bank** ("Bank") and

City of Long Beach _____ ("Company") Tax ID 64-6000637

WHEREAS, Company maintains Checking Account's with Bank; and

WHEREAS, Company requests Bank to provide Positive Pay Service for Company; and

WHEREAS, Bank agrees to provide Positive Pay Service for Company as described herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, Company and Bank agree as follows:

I. POSITIVE PAY SERVICES

The Positive Pay Service (Service) is a service that will enable Company to instruct Bank to pay or return certain items that have been presented for payment against the Account.

II. CHECK ISSUE DATA

Company will provide Bank with the complete issue date, serial number and amount of each check issued (the "Check Issue File") on the Account at Bank. The Check Issue File will be provided to Bank in the format and medium, by the deadline(s), and the place(s) prescribed in Schedule A. On each Banking Day the Check Issue File, as Bank has recorded it up to and including that Banking Day, will be electronically matched to checks presented against the Account. The Check Issue File will also be provided to Bank's branches to assist tellers in check cashing decisions. In performing the Service, Bank will be required to use only the Check Issue File that Company has provided to Bank in the format and medium, by the deadline, and at the place specified by Bank. Company must use caution in verifying check issue file does not contain duplicate/erroneous check information. Company acknowledges that Bank is not responsible for detecting any Company error contained in any Check Issue File sent by Company to Bank. In the event a check which is presented does not match the Check Issue File that Company has given Bank, Bank will handle the check or checks in accordance with the provisions of paragraph IV - Exception Items and paragraph V - Return Instructions.

III. PAYMENT OF MATCHING CHECKS

If a check presented against the Account matches the Check Issue File Company has given Bank (a "Matching Check"), Bank will make final payment and charge it to the Account.

IV. EXCEPTION ITEMS

Company will be informed of the check number and amount of each check that is not a matching check ("Exception Check").

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**Minutes of September 3, 2024
Mayor and Board of Aldermen**

V. RETURN INSTRUCTIONS.

On the Business Day on which Company is informed that a check is an Exception Check, Company may instruct Bank to pay or return the check, identifying the check by complete serial number and amount, and Bank will do so if Bank receives the instruction at the place(s) and before the deadline(s) specified by Bank in Schedule B. All such instructions shall be in writing. Company will make the pay or return decision based on the Magnetic Ink Character Recognition information provided. Magnetic ink character recognition information is character-recognition technology used to facilitate the processing and clearance of checks and other documents.

V. RETURN OF CHECKS.

If Company misses the deadline for requesting payment of an Exception Check, Bank will return the check unpaid, marked "Refer to Maker".

VI. LIMITATION OF LIABILITY AND INDEMNIFICATION.

Each check which Bank pays in accordance with this Agreement will be deemed to be properly payable. Each Matching Check or other check Company has properly authorized Bank to pay in accordance with this Service will be paid without Bank performing its customary or such other check verification procedures, and Bank will have no liability whatsoever for paying the check's serial number or amount is altered, or if the check is counterfeit, if the check bears a forged or unauthorized signature or the check was otherwise not validly issued. Each check which is not a Matching Check and which Bank returns pursuant to the terms of this Agreement will be deemed not to be properly payable. Company (i) agrees to indemnify and hold Bank harmless from any losses or liabilities it may suffer or incur as a result of its payment of a Matching Check or other check at Company's instruction, and (ii) releases and forever discharges Bank, and its parent, subsidiaries, affiliates, successors, officers, directors, employees and agents, from any and all manner of action or actions, suits, claims, damages, judgments, levies, executions, expenses, costs, interest, attorneys' fees and legal expenses, whether known or unknown, liquidated or not liquidated, fixed, contingent, direct or indirect, which Company has, or ever can, may or shall have or claim to have against Bank regarding or relating to the return or payment of any check pursuant to provisions of this Agreement.

VII. STOP PAYMENT AND RETURN DECISIONS.

The Service will not be used as a substitute for Bank's stop payment service. Company will follow Bank's standard stop payment procedures if it desires to return a Matching Check or other check that was validly issued. Nothing in this Agreement will limit Company's right to stop payment on any Matching Check or other check or Bank's right to return any Matching Check or other check that Company has authorized Bank to pay in accordance with this Agreement if Bank determines in its sole discretion that the check is not properly payable for any reason (without Bank's agreeing to, or being required to, make such determination in any circumstance) or that there are insufficient collected and available funds in the Account to pay it.

955367.1

Minutes of September 3, 2024 Mayor and Board of Aldermen

VIII. FEES AND CHARGES.

Company agrees to pay Bank the fees as provided in the Fee Schedule attached hereto as Schedule C. Company acknowledges that Bank may amend or change the Fee Schedule from time to time. Company hereby authorizes Bank to either (i) deduct the fees from the Account on the day of the month designated by Bank; or (ii) include the fees in the total monthly fees charged to the Account through analysis.

IX. TERMINATION.

This Agreement may be terminated by Bank or Company upon thirty (30) days written notice. The Service will automatically terminate if the Account is closed for any reason. Termination of the Service will not terminate Company's or Bank's rights or obligations under this Agreement with respect to events or actions that occurred before termination.

X. SURVIVAL.

Section VI. of this Agreement will survive termination of the Service.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

The Peoples Bank

By: _____

Name: Gloria Cothorn

Title: Vice President, Operations

City of Long Beach
(Company Name)

By: 

Name: George L. Bass
(Print or Type)

Title: Mayor
(Print or Type)

**Minutes of September 3, 2024
Mayor and Board of Aldermen**

**CUSTOMER PROFILE
SCHEDULE A**

Company Name: City of Long Beach
 Tax ID: 64-6000637
 Address: 201 Jeff Davls Avenue
Long Beach MS 39560
 Nettlelter ID: 708600045488

COMPANY CONTACT:

Contact Person: Kini Gonsoulin Phone: 228-863-1556
 Contact Person: Jennifer Fitchie Phone: 228-864-8531
 Fax Number: _____

ACCOUNT INFORMATION:

Account Name: City of Long Beach
 Account Number: 5173554
 Account Officer: Lorraine Miller
 Date Positive Pay Services to Begin: _____

METHOD OF DELIVERY:

The Peoples Bank Internet Banking ("Netteller")

TRANSMISSION TIME FRAMES:

The Check Issue File(s) must be transmitted to the Bank prior to the check(s) being presented for payment.

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**Minutes of September 3, 2024
Mayor and Board of Aldermen**

**EXCEPTION ITEM HANDLING
SCHEDULE B**

CONTACTS:

Contact Name: Kini Gonsoulin Phone: 228-863-1556

Contact Name: Jennifer Fitchle Phone: 228-864-8531

Fax Number: _____

TIME FRAMES:

Resolution Time Frame - Company must notify bank by 6:00 p.m. (Central Standard Time).

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**Minutes of September 3, 2024
Mayor and Board of Aldermen**

**FEE SCHEDULE
SCHEDULE C**

MONTHLY FEE:

\$0.00

955367.1

Minutes of September 3, 2024
Mayor and Board of Aldermen

POS Pay Authorization and Transmittal Document
SCHEDULE D

To: The Peoples Bank
Attn: Electronic Banking Department
Fax: (228) 435-8657

From: City of Long Beach _____

Account Number: 5173554 _____

Netteller ID: 708600045488 _____

FILE INFORMATION:

File Effective Date: _____

Total Dollar Amount: _____

Item Count: _____

Beginning Check No: _____

Ending Check No: _____

Authorized Representative: 
Signature

Authorized Representative: _____
Printed Name and Title

Telephone Number: _____

=====

FOR BANK USE ONLY

Date Received: _____

Time Received: _____

Received By: _____

Signature Verification: _____

955367.1

**Minutes of September 3, 2024
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following list of surplus property and its disposal:



Date: August 29, 2024
To: Mayor Bass
Board of Alderman
Re: Surplus Property

The attached list of property is no longer of use to our department or is no longer cost effective to maintain. Therefore, I am requesting that these items be declared as surplus property. The vehicles will be sold at the next public auction at Wolf River Auctions.

Thank you,

William Seal
Chief of Police

The image shows a handwritten signature in blue ink, which appears to be 'W Seal'. Below the signature, the name 'William Seal' and the title 'Chief of Police' are printed in a standard black font.

Minutes of September 3, 2024
Mayor and Board of Aldermen



Electronics:

CMI Intoxilyzer S-D5 Ser# 013825
CMI Intoxilyzer S-D5 Ser# 008107
CMI Intoxilyzer S-D5 Ser# 18857-A390
CMI Intoxilyzer S-D2 Ser#101670

Computers:

Systemax Model# SYX-P8H61-MLX2 Ser# 107545752

Miscellaneous:

Rescue Portable power pack 950 Ser# 1609
6 Cage Partitions out for Ford Crown Vic's
67979 Federal signal light bars

Appliances:

Manitowoc Ice maker Mod# SD-0503W-161 Ser# 110935739
Frigidaire Freezer Model # PLFU1777DSO Ser# WB51219337



Vehicles:

2010 Ford Crown Vic Vin# 2FABP7BV1AX123272
2008 Ford Crown Vic Vin# 2FAFP71V08X152663
2008 Ford Crown Vic Vin# 2FAFP71V18X136357
2010 Ford Crown Vic Vin# 2FABP7BV1AX121103
2007 Ford Crown Vic Vin# 2FAFP71W47X115798
2008 Ford Crown Vic Vin# 2FAFP71V18X136357

Minutes of September 3, 2024 Mayor and Board of Aldermen

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



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

August 29, 2024

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

RE: Amendment to Master Services Agreement – 2024-1

Ladies and Gentlemen:

We noted that the term of the Master Services Agreement between the City of Long Beach and Overstreet & Associates has expired. If it pleases the City, we offer the attached amendment which will extend the official term of the agreement to the August 18, 2025. This is the end of the 4-year extension allowed via that original agreement. We hereby request your approval of this amendment.

Sincerely,

David Ball, P.E.

DB:539
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

Minutes of September 3, 2024
Mayor and Board of Aldermen

AMENDMENT NUMBER 2024-1 TO THE MASTER AGREEMENT BETWEEN
CITY OF LONG BEACH AND OVERSTREET & ASSOCIATES, PLLC.

LONG BEACH CITY ENGINEERING

It is agreed to perform the below described services in accordance with the provisions contained in the Master Agreement dated August 7, 2018:

A. TERM OF CONTRACT

1. The term of the contract shall be extended to August 18, 2025 per the conditions of the agreement.

OWNER:

CITY OF LONG BEACH, MISSISSIPPI

By: 
 George Bass
 Mayor

Date Signed: 9/3/24

ENGINEER:

OVERSTREET & ASSOCIATES, PLLC.

By: 
 F. Jason Overstreet, P.E.
 President (MS PE #18601)

Date Signed: 8/29/2024

**Minutes of September 3, 2024
Mayor and Board of Aldermen**

Alderman McCaffrey made motion seconded by Alderman Bennett and unanimously carried to authorize the purchase of materials for lighting the flag pole at the Long Beach City Cemetery per the attached quote:



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

August 29, 2024

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

RE: Long Beach Cemetery – Flagpole Lighting

Ladies and Gentlemen:

We were requested to obtain pricing information for the installation of lighting on the flagpole at the Long Beach cemetery. To that end, we designed a general electrical plan in coordination with MS Power, and Public Works has obtained a quote for the material cost to install the items. The quote is in the amount of \$2323.68 and is attached. We recommend that the City approve Public Works to purchase the items and perform the work. If there are any questions, please advise.

Sincerely,

David Ball, P.E.

DB:539
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

**Minutes of September 3, 2024
Mayor and Board of Aldermen**



CRAWFORD ELECTRIC SUPPLY RGUL
15288 RUSSELL BLVD
GULFPORT, MS 39503-4306
228-865-9774 Fax 228-865-9803

Gavin.Overman@crawfordelectricsupply.com

QUOTE TO:
 CITY OF LONG BEACH
 P O BOX 929
 LONG BEACH, MS 39560-0929

Quotation

QUOTE DATE	QUOTE NUMBER
08/16/24	S013178574
PAGE NO.	
1 of 2	

SHIP TO:
 CITY OF LONG BEACH
 PUBLIC WORKS DEPT
 FOURTH AND KOHLER ST
 LONG BEACH, MS 39560
 601-863-0440

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB NAME	QUOTED TO		
239860		CEMETARY FLAG POLE			
SALESPERSON		SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE	
GAVIN OVERMAN		OT OUR-TRUCK	No	11:59pm CT 08/20/24	
ORDER QTY	UPC	DESCRIPTION	UNIT PRICE	U	EXT PRICE
380ft	98006006002	PVC 034P 3/4 PVC SCH40 PIPE MOBILE STOCK	57.570	c	218.77
7ea	98006006042	PVCFIT 034P40 90D SCH40 ELB 3/4 90DEG SCH40 PVC COND ELBOW	109.360	c	7.66
7ea	98006006202	PVCFIT 034P MA 3/4 PVC COND MALE ADAPTER	39.320	c	2.75
2ea	98006006683	PVCFIT JB444 4X4X4 PVC JUNCTION BOX W/COVER	1928.110	c	38.56
2ea	78364314819	ITE Q120 SP 20A 120/240V CB	7.750	e	15.50
400ft	98010026356	WIC ROMEX 12/3 W/GRD 1000R MOBILE STOCK	778.200	m	311.28
75ft	98010013402	WIC. THHN 1/0 STR BLK MR	2834.800	m	212.61
10ft	98001002005	EMT 112E-US 1-1/2IN EMT CONDUIT 10FT	316.370	c	31.64
1ea	66227700205	CRS EHC5 1-1/2 EMT/RGD CLMP CAP SET CRAWFORD STOCK	1252.560	c	12.53
5ea	078174701924	BRI 1924 1-1/2 2H EMT STRAP	68.050	c	3.40
1ea		MISC. BID ITEM (PRICING PER EA) COOPER NFFLD-C70-D-UNV-66-S-BZ	863.010	e	863.01

*** Continued on Next Page ***

**Minutes of September 3, 2024
Mayor and Board of Aldermen**



CRAWFORD ELECTRIC SUPPLY RGUL
15288 RUSSELL BLVD
GULFPORT, MS 39503-4306
228-865-9774 Fax 228-865-9803

Gavin.Overman@crawfordelectricsupply.com

QUOTE TO:
 CITY OF LONG BEACH
 P O BOX 929
 LONG BEACH, MS 39560-0929

Quotation

QUOTE DATE	QUOTE NUMBER
08/16/24	S013178574
PAGE NO.	
2 of 2	

SHIP TO:
 CITY OF LONG BEACH
 PUBLIC WORKS DEPT
 FOURTH AND KOHLER ST
 LONG BEACH, MS 39560
 601-863-0440

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB NAME	QUOTED TO		
239860		CEMETARY FLAG POLE			
SALESPERSON	SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE		
GAVIN OVERMAN	OT OUR-TRUCK	No	11:59pm CT 08/20/24		
ORDER QTY	UPC	DESCRIPTION	UNIT PRICE	U	EXT PRICE
1ea	08008374800	MET WG/NFFLD WIREGUARD NIGHT FALCON Item is subject to NS return policy	48.170	e	48.17
1ea	07827502959	INT-MAT K4123C 208-277V PHOTOCNTRL MOBILE STOCK	23.100	e	23.10
10ft	98001000106	GAL 200G-US 2IN GALV CONDUIT 10FT	1087.270	c	108.73
2ea	98002000166	GEL 200G90 2IN 90D GAL ELB 2 IN 90DEG GALV ELBOW	35.120	e	70.24
1ea	78227459060	CRS RE62 2 TO 3/4 REDUCING BUSH	16.180	e	16.18
1ea	0783250348152	IDEAL 31-388 QUART PULLING LUBE MOBILE STOCK	11.500	e	11.50
1ea	78457247531	MILB U5168-XTL-200 METER MAIN 8 CIRCUITS OH/UG	316.640	e	316.64
1ea	783643455085	ITE ECHS000 HUB PLATE CRAWFORD STOCK	11.410	e	11.41

TERMS & CONDITIONS
 OUR PRODUCTS AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.crawfordelectricsupply.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID, AND OF NO FORCE OR EFFECT. WIRE & PIPE PRICES ARE ONLY GOOD FOR CURRENT DAY.

Subtotal	2323.68
S&H CHGS	0.00
Sales Tax	0.00
Amount Due	2323.68

**Minutes of September 3, 2024
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Close Out Package for Clower/Kuyrkendall Pump Station Improvements, and authorize the Mayor to execute Change Order No. 1 included therein:



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

August 27, 2024

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

**RE: Final Project Closeout & Recommendation
Clower / Kuyrkendall Pump Station Improvements**

Ladies and Gentlemen:

This is to advise and certify that the above-referenced project has now been satisfactorily completed in substantial conformance with the project plans and specifications. We therefore now recommend final project acceptance, in accordance with the following documents:

1. Change Order No. 1 Summary
2. Pay Application No. 2 Final
3. Contractor's Affidavit of Debts and Claims
4. Contractor's Release of Liens
5. Updated Certificate of Liability Insurance
6. Consent of Surety to Final Payment
7. Certificate of Substantial Completion

The final change order does represent a slight decrease in the total project cost, much of which is due to unknown field conditions. Overall, we believe this project was a great success. If you have any questions, please advise.

Sincerely,

David Ball, P.E.

DB:ty1295
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

Minutes of September 3, 2024 Mayor and Board of Aldermen

Change Order
No. 1 Summary

Date of Issuance:	<u>8/26/2024</u>	Effective Date:	<u>9/3/2024</u>
Project:	<u>Owner: City of Long Beach</u>	Owner's Contract No.:	
Contract:	<u>Clower/Kuyrkendall Pump Station Improvements</u>	Date of Contract:	<u>5/7/2024</u>
Contractor:	<u>LJ Construction</u>	Engineer's Project No.:	<u>1295</u>

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

Description:

1. Adjust quantities to conform to final field conditions.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: <input type="checkbox"/> Working Days <input type="checkbox"/> Calendar days
<u>\$201,977.30</u>	Substantial completion (days or date): <u>9/3/2024</u>
(Decrease) In Contract Price from previous Change Orders No. <u>n/a</u> to No. <u>n/a</u>	Change In Contract Time from previous Change Orders No. <u>n/a</u> to No. <u>n/a</u>
<u>\$0.00</u>	Substantial completion (days or date):
Contract Price prior to this Change Order:	Ready for final payment (days or date):
<u>\$201,977.30</u>	Contract Times prior to this Change Order:
(Decrease) In Contract Price due to this Change Order:	Substantial completion (days or date): <u>9/3/2024</u>
<u>(\$16,896.26)</u>	Ready for final payment (days or date):
Revised Contract Price incorporating this Change Order:	Change In Contract Time due to this Change Order:
<u>\$185,081.04</u>	Substantial completion (days or date):
	Ready for final payment (days or date):
	Contract Times incorporating this Change Order:
	Substantial completion (days or date): <u>9/3/2024</u>
	Ready for final payment (days or date):

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Date: <u>8-26-2024</u>	Date: <u>08/26/24</u>	Date: <u>9/3/24</u>

Minutes of September 3, 2024 Mayor and Board of Aldermen

NO.	DESCRIPTION	CURRENT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
	BASE BID							
10-A	MOBILIZATION	1	L.S.	\$13,000.00		\$0.00	1	\$13,000.00
200-A	4" SEWER FORCE MAIN	450	L.F.	\$23.54	(26)	(\$612.04)	424	\$9,980.95
200-B	DUCTILE IRON FITTINGS	2	TON	\$7,000.00	(1,723.5)	(\$12,057.50)	0.2775	\$1,942.50
200-C	CONNECT FORCE MAIN TO EXISTING FORCE MAIN	1	EA.	\$1,500.00		\$0.00	1	\$1,500.00
200-D	CONNECT FORCE MAIN TO EXISTING SEWER MANHOLE	1	EA.	\$1,500.00		\$0.00	1	\$1,500.00
201-A	MOBILIZATION FOR HDD	1	EA.	\$500.00		\$0.00	1	\$500.00
201-B	4" HOPE FORCE MAIN (HDD METHOD)	70	L.F.	\$78.75		\$0.00	70	\$5,512.50
210-A	PUMP STATION - STRUCTURAL COMPONENTS	1	L.S.	\$9,070.00		\$0.00	1	\$9,070.00
210-B	PUMP STATION - ELECTRICAL COMPONENTS	1	L.S.	\$11,140.00		\$0.00	1	\$11,140.00
210-C	PUMP STATION - MECHANICAL COMPONENTS	1	L.S.	\$78,727.00		\$0.00	1	\$78,727.00
210-D	PUMP STATION - SITE WORK	1	L.S.	\$11,500.00		\$0.00	1	\$11,500.00
500-A	PIPE BEDDING / PIPE FOUNDATION MATERIAL	20	C.Y.	\$85.00	(20)	(\$1,700.00)	0	\$0.00
500-B	SELECT SANDY BACKFILL	50	C.Y.	\$20.00	(4.04)	(\$80.00)	45.96	\$919.20
500-C	GEOTEXTILE FABRIC	100	S.Y.	\$800.00	(87.57)	(\$770.56)	12.43	\$99.44
510-A	MISCELLANEOUS SITE WORK	1	L.S.	\$7,500.00		\$0.00	1	\$7,500.00
510-B	8" LIMESTONE ROAD BASE	440	S.Y.	\$19.32		\$0.00	440	\$8,500.80
510-C	HOT BITUMINOUS PAVEMENT SURFACE COURSE (12.5 MM MIX)	20	TONS	\$365.00	13.15	\$5,062.75	33.15	\$12,762.75
510-D	HOT BITUMINOUS PAVEMENT BASE COURSE (19 MM MIX)	30	TONS	\$385.00	(26.95)	(\$10,375.75)	3.05	\$1,174.25
510-E	MILL EXISTING ASPHALT PAVEMENT	180	S.Y.	\$19.60	221.80	\$4,391.64	401.80	\$7,955.64
510-F	SAWCUT JOINT	140	L.F.	\$8.00	(103)	(\$824.00)	37	\$296.00
520-A	MAINTENANCE OF TRAFFIC	1	L.S.	\$3,500.00		\$0.00	1	\$3,500.00
530-A	STORMWATER MANAGEMENT	1	L.S.	\$3,000.00		\$0.00	1	\$3,000.00
	TOTAL CHANGE ORDER AMOUNTS			\$201,377.30		(\$16,896.26)		\$185,081.04

1 Summary

ATTACHMENT TO CHANGE ORDER NUMBER

PROJECT NO.

1295

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

Minutes of September 3, 2024 Mayor and Board of Aldermen

APPLICATION FOR PAYMENT NO. 2 Final

TO: City of Long Beach (OWNER)
Contract for: Clower/Kuyrkendall Pump Station Improvements Dated: 5/7/2024

OWNER'S Project No.: _____ ENGINEER'S Project No.: 1295
For work accomplished through the date of: 8/15/2024

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$185,081.04
STORED MATERIALS					\$0.00
TOTAL	\$185,081.04				\$185,081.04
(Orig. Contract)	\$201,977.30				
CO1 Summary	(\$16,896.26)				

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 185,081.04
_____	LESS 0% RETAINAGE	\$ 0.00
_____	AMOUNT DUE TO DATE	\$ 185,081.04
_____	LESS PREVIOUS PAYMENTS	\$ 15,557.22
_____	AMOUNT DUE THIS APPLICATION	\$ 169,523.82

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 thru 2 Final Inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated: August 26, 2024

LI Construction
11226 Dobson Road
Gulfport, MS 39503
Vendor # 2757
CONTRACTOR

By: [Signature]

ENGINEER'S Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 8.26, 2024

Overstreet & Associates, PLLC
ENGINEER

By: [Signature]

Minutes of September 3, 2024 Mayor and Board of Aldermen

PROJECT NO. 1295

2 Final

ATTACHMENT TO PAY ESTIMATE NO.

ITEM NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
BASE BID										
20-A	MOBILIZATION	1 L.S.	\$ 13,000.00	\$13,000.00	0%	\$1,300.00	90%	\$11,700.00	100%	\$13,000.00
200-A	4" SEWER FORCE MAIN	424 L.F.	\$ 23.54	\$9,980.56	407	\$9,580.78	17	\$400.18	424	\$9,980.56
200-B	DUCTILE IRON FITTINGS	0.2775 TON	\$ 7,000.00	\$1,942.50	0.1750	\$1,225.00	0.1025	\$717.50	0.2775	\$1,942.50
200-C	CONNECT FORCE MAIN TO EXISTING FORCE MAIN	1 EA.	\$ 1,500.00	\$1,500.00	0	\$0.00	1	\$1,500.00	1	\$1,500.00
200-D	CONNECT FORCE MAIN TO EXISTING SEWER MANHOLE	1 EA.	\$ 1,500.00	\$1,500.00	0	\$0.00	1	\$1,500.00	1	\$1,500.00
201-A	MOBILIZATION FOR HDD	1 EA.	\$ 500.00	\$500.00	0	\$0.00	1	\$500.00	1	\$500.00
201-B	4" HDPE FORCE MAIN (HDD METHOD)	70 L.F.	\$ 78.75	\$5,512.50	0	\$0.00	70.00	\$5,512.50	70.00	\$5,512.50
210-A	PUMP STATION - STRUCTURAL COMPONENTS	1 L.S.	\$ 9,070.00	\$9,070.00	0	\$0.00	100%	\$9,070.00	100%	\$9,070.00
210-B	PUMP STATION - ELECTRICAL COMPONENTS	1 L.S.	\$ 11,140.00	\$11,140.00	0	\$0.00	100%	\$11,140.00	100%	\$11,140.00
210-C	PUMP STATION - MECHANICAL COMPONENTS	1 L.S.	\$ 78,727.00	\$78,727.00	0	\$0.00	100%	\$78,727.00	100%	\$78,727.00
210-D	PUMP STATION - SITE WORK	1 L.S.	\$ 11,500.00	\$11,500.00	0	\$0.00	100%	\$11,500.00	100%	\$11,500.00
500-A	PIPE BEDDING / PIPE FOUNDATION MATERIAL	0 C.Y.	\$ 85.00	\$0.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00
500-B	SELECT SANDY BACKFILL	45.96 C.Y.	\$ 20.00	\$919.20	42	\$847.20	3.60	\$72.00	45.96	\$919.20
500-C	GEDTEXTILE FABRIC	12.43 S.Y.	\$ 8.00	\$99.44	0	\$0.00	12.43	\$99.44	12.43	\$99.44
510-A	MISCELLANEOUS SITE WORK	1 L.S.	\$ 2,500.00	\$2,500.00	0	\$0.00	100%	\$2,500.00	100%	\$2,500.00
510-B	8" LIMESTONE ROAD BASE	440 S.Y.	\$ 19.32	\$8,500.80	57	\$1,107.04	382.70	\$7,393.76	440.00	\$8,500.80
510-C	HOT BITUMINOUS SURFACE COURSE (1.25 MM)	33.15 TONS	\$ 385.00	\$12,762.75	0	\$0.00	33.15	\$12,762.75	33.15	\$12,762.75
510-D	HOT BITUMINOUS PAVEMENT BASE COURSE (1.9 MM MIX)	3.05 TONS	\$ 1,174.25	\$3,581.38	0	\$0.00	3.05	\$3,581.38	3.05	\$3,581.38
510-E	MILL EXISTING ASPHALT PAVEMENT	401.80 S.Y.	\$ 19.80	\$7,955.64	0	\$0.00	401.80	\$7,955.64	401.80	\$7,955.64
510-F	SAWCUT JOINT	37 L.F.	\$ 4.00	\$148.00	37	\$148.00	0.00	\$0.00	37.00	\$148.00
520-A	MAINTENANCE OF TRAFFIC	1 L.S.	\$ 3,500.00	\$3,500.00	8%	\$280.00	92%	\$3,220.00	100%	\$3,500.00
530-A	STORMWATER MANAGEMENT	1 L.S.	\$ 3,000.00	\$3,000.00	6%	\$180.00	94%	\$2,820.00	100%	\$3,000.00
TOTAL BASE BID				\$185,081.04		\$16,376.02		\$168,705.02		\$185,081.04

Minutes of September 3, 2024 Mayor and Board of Aldermen

CONTRACTOR'S AFFIDAVIT OF
PAYMENT OF DEBTS AND CLAIMS
AND WAIVER OF LIENS

TO: (Owner) City of Long Beach

ENGINEER'S PROJECT NO. #1295
 CONTRACT FOR: Entire Project
 CONTRACT DATE: 05/07/24

PROJECT: Clower / Kuyrkendall Pump Station Improvements

State of: Mississippi
 County of: Harrison

The undersigned, pursuant to Article 15 of the General Conditions, hereby certifies that, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might be held responsible.


CONTRACTOR: L J Construction Inc.
 (Address) 11226 Dobson Road
 Gulfport, MS. 39503

BY: *Chris J. Smith*
 Subscribed and sworn to before me this 27th day of August 2024



Notary Public *Chasity Smith*
 My Commission Expires: 2/28/27

Minutes of September 3, 2024 Mayor and Board of Aldermen

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 8/27/2024		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p>						
<p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER Cadence Insurance 2909 13th Street, 4th Floor Gulfport MS 39501			CONTACT NAME: Liz Williams PHONE (A/C, No, Ext): 228-863-5382 FAX (A/C, No): 228-863-1957 E-MAIL ADDRESS: liz.williams@cadenceinsurance.com			
License# PC-1092395 LJCONST-01			INSURER(S) AFFORDING COVERAGE			
INSURED L J Construction Inc. 11226 Dobson Road Gulfport MS 39503			INSURER A: Brierfield Insurance Company NAIC # 10993 INSURER B: Evenslon Insurance Company 35378 INSURER C: Zurich American Ins Co of IL 27855 INSURER D: INSURER E: INSURER F:			
COVERAGES		CERTIFICATE NUMBER: 1880908844		REVISION NUMBER:		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSR LTR	TYPE OF INSURANCE	ADDD. SUBR. INSD. WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y Y	CPP1008722000	9/15/2023	9/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y Y	CA10008722100	9/15/2023	9/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000		UMS10008722200	9/15/2023	9/15/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B C	Pollution Liability		CPLMOL123807 BR78047184	5/8/2024 6/12/2024	5/8/2025 6/12/2025	5,000,000 25,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The Certificate Holder is granted Additional Insured Status and Waiver of Subrogation under the General Liability and Auto Liability as required by written contract or agreement. Project: Clower/Kuykendall Pump Station Improvements						
CERTIFICATE HOLDER			CANCELLATION			
City of Long Beach 201 Jeff Davis Avenue (P.O. Box 929) Long Beach MS 39560			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

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Minutes of September 3, 2024 Mayor and Board of Aldermen

CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 8/27/2024															
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PRODUCER Cadence Insurance 2909 13th Street, 4th Floor Gulfport MS 39501			CONTACT NAME: Liz Williams PHONE (A/C, No, Ext): 228-863-5362 FAX (A/C, No): 228-863-1957 E-MAIL: liz.williams@cadenceinsurance.com ADDRESS:																
License#: PC-1092395 LICONST-01 INSURED L J Construction Inc. 11226 Dobson Road Gulfport MS 39503			<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Brierfield Insurance Company</td> <td style="text-align: center;">10993</td> </tr> <tr> <td>INSURER B : Evanston Insurance Company</td> <td style="text-align: center;">35378</td> </tr> <tr> <td>INSURER c : Zurich American Ins Co of IL</td> <td style="text-align: center;">27855</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Brierfield Insurance Company	10993	INSURER B : Evanston Insurance Company	35378	INSURER c : Zurich American Ins Co of IL	27855	INSURER D :		INSURER E :		INSURER F :		
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INSURER F :																			
COVERAGES CERTIFICATE NUMBER: 1113952766 REVISION NUMBER:																			
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WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below								PER STATUTE OTHER											
B	Pollution Liability				CPLMOL123807 BR78047184	5/8/2024 6/12/2024	5/8/2025 6/12/2025	5,000,000 25,000 \$											
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CERTIFICATE HOLDER					CANCELLATION														
Overstreet & Associates Consulting Engineers 161 Lameuse Street, Suite 203 Biloxi MS 39530					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 														

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Minutes of September 3, 2024
 Mayor and Board of Aldermen



Consent Of Surety to Final Payment

Bond # 100416332

PROJECT: <i>(Name and address)</i> Clower / Kuyrkendall Pump Station Improvements	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Long Beach P.O. Box 929 Long Beach, MS 39560	CONTRACT FOR: Construction	ARCHITECT: <input type="checkbox"/>
	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)
Merchants National Bonding, Inc.
 P.O. Box 14498
 Des Moines, IA 50306

, SURETY.

on bond of
(Insert name and address of Contractor)
L J Construction Inc.
 11226 Dobson Rd
 Gulfport, MS 39503

, CONTRACTOR.

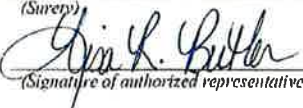
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
 of any of its obligations to


(Insert name and address of Owner)
 City of Long Beach
 P.O. Box 929
 Long Beach, MS 39560

, OWNER.

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **August 27th, 2024**
(Insert in writing the month followed by the numeric date and year.)

Merchants National Bonding, Inc.
(Surety)

(Signature of authorized representative)
Lisa R. Butler, Attorney-in-Fact
(Printed name and title)

Attest:
(Seal): 

Minutes of September 3, 2024 Mayor and Board of Aldermen

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charlotte Ramsey; Chris Boone; David R Fortenberry; Debbie Dunaway; Dewey B Mason; James Elay Brashler; Jennifer Roberts; Julie C Livingston; Kathleen Scarborough; Kimberly B Barhum; Lesale Ryan Anderson; Lisa R Buller; Mary J Norval; Patrick Thomas Mason; Sharon L Tuten; Susan Skrmetta; Troy P Wagener

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

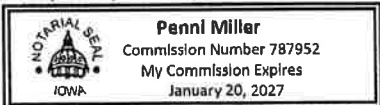
In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Panni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of August, 2024.



William Warner Jr.
Secretary

POA 0018 (1/24)

Minutes of September 3, 2024
Mayor and Board of Aldermen

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT Clower Kuykendall Pump Station Improvements
DATE OF ISSUANCE August 19, 2024
OWNER City of Long Beach
OWNER'S Contract No.
CONTRACTOR LJ Construction, Inc. ENGINEER Overstreet & Associates, PLLC.

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

Entire Project

TO City of Long Beach
OWNER
And To LJ Construction, Inc.
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

August 14, 2024
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 30 days of the above date of Substantial Completion. Issuance

EJDC No. 1910-8-D (1990 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America.

Minutes of September 3, 2024 Mayor and Board of Aldermen

From the date of Substantial Completion the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES:

OWNER: Assume normal operation of project, subject to Contractor's one-year warranty.

CONTRACTOR: One-year warranty.

The following documents are attached to and made a part of this Certificate:

Punchlist

[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on 8/27, 2024

Overstreet & Associates, PLLC.

ENGINEER

By: [Signature]

(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on 8/19, 24

LJ Construction, Inc.

CONTRACTOR

By: [Signature]

OWNER accepts this Certificate of Substantial Completion on 8/27, 2024

City of Long Beach

OWNER

By: [Signature]

(Authorized Signature)

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Mayor and Board of Aldermen

CLOWER KUYRKENDALL PUMP STATION IMPROVEMENTS

PUNCHLIST

August 19, 2024

- 1. Lower bottom 3 floats 1.5 feet.
- 2. Grout around the force main where the force main discharges into the manhole.
- 3. Attach tracer wire to the top of the manhole. (force main manhole)
- 4. Remove large aggregate throughout the site.
- 5. Relocate loose gravel back to the intended location per the plans.

Alderman Frazer made motion seconded by Alderman Johnson and unanimously carried to approve the installation of a 24-hour United States flag retirement box at War Memorial Park Eagle Scout Project by Austin Reeves, contingent upon art approval by Recreation Director Bob Paul.

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Alderman Bennett made motion seconded by Alderman McGoey and unanimously carried to authorize purchase of the following park upgrades:

Town Green Playground upgrades

Game time prices

PowerScope swing	\$2,900.00	Pick 4 swings out of option 2-6
Inclusive seat	\$1,537.00	
Generation swing	\$1,254.00	
Expression swing universal	\$2,927.00	
Expression swing Tandem	\$2,665.00	
Expression swing W/Toddler seat	\$2,374.00	
Border Material	55ft x 7.5 tall \$700.00	
Safety surfacing	\$6,300.00	
Shipping	\$1,000.00	
	\$21,657.00	

Subtract one swing -

Total=

South Forrest Park

Expression swing W/ Toddler seat	\$2,374.00	
Expression Swing Tandem	\$2,665.00	
Double Bells	\$839.00	
Traffic Light	\$1,425.00	
Boarder material	\$800.00	
Safety Surfacing	\$4,200.00	
Shipping	\$600.00	
	\$12,903.00	

War Memorial park

Little tikes commercial

Boarder material 11" tall 6' long total 8	\$720.00	
Spinfinity standing	\$5,105.00	
Traffic Light	\$1,425.00	
Medium Cabasa	\$1,318.00	
Melody Wheel	\$839.00	
Safety surfacing	\$4,200.00	
Build 2 park benches	\$400.00	
Shipping	\$ 600.00	
	\$14,607	

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West Rail Road Park

Repair hat shade (CH9716) Play world systems \$2,500.00
 Repair Stationary button 18in (ZZUN7146) Play world Systems \$900.00
 Freestyler \$5,423.00
 Tongue Drum \$1,154.00
 Double Chimes \$823.00
 Medium Cabasa \$1,318.00
 Boarder material \$900.00
 Safety surfacing \$4,200.00
 Shipping \$800.00

\$18,018.00

Alderman Bennett made motion seconded by Alderman Frazer and unanimously carried to direct Public Works to obtain quotes for removal of large pine trees, as determined by Recreation Director Bob Paul, at War Memorial Park while getting quotes for the dead oak tree on E. Beach Blvd.

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following petty cash increase for the Building Office:

City of Long Beach



August 27, 2024

To: Mayor and Board of Aldermen
From: Building Official Office
Re: Cash Till Increase Request

The Building Official's Office is requesting a cash till increase from \$100 to \$200. It has become difficult at times to properly make change with citizens.

Sincerely,

Mike Gundlach
Building Official/Floodplain Manager

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Mayor and Board of Aldermen**

There came on for discussion derelict property located at 100 LaRosa Road, whereupon Alderman McGoey made motion seconded by Alderman Bennett and unanimously carried to direct Building Official Mike Gundlach to inspect the aforementioned property and report back at the next meeting on Tuesday, September 17, 2024.

The Mayor recognized the City Attorney for his report, whereupon Attorney Simpson apprised the Board he had received a \$7,54.46 settlement check in the opioid litigation case to be delivered to the Comptroller.

At the request of Mayor Bass, Alderman Frazer made motion seconded by Alderman Bennett 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 potential 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 no action was taken.

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to recess until 5:00 pm on Tuesday, September 10, 2024.

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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