

**Minutes of February 9, 2023
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF FEBRUARY 9, 2023
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. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
- V. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VI. APPROVE MINUTES:**
 - 1. MAYOR AND BOARD OF ALDERMEN**
 - a. January 17, 2023 Regular & Executive Session
 - b. January 24, 2023 Work Session
 - c. January 31, 2023 Work Session
 - 2. PLANNING & DEVELOPMENT COMMISSION**
 - a. January 26, 2023 Regular
- VII. APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. 020723**
- VIII. UNFINISHED BUSINESS**
 - 1. Contract – SCI Inc; North Jeff Davis Ave. Extension**
- IX. NEW BUSINESS**
 - 1. Request to Reconsider Tree Removal – 310 Jeff Davis Ave; Deborah Caldwell**
 - 2. Rescind Food Truck Vendor Action 1/17/23 – Alderman Brown**
 - 3. Appeal Food Truck Vendor Action 1/17/23 – Robert Bass, Keith Starita, John Bull**
 - 4. Appoint School Board Trustee 2023**
 - 5. Special Event App & Fee Waiver Req. – Forget Me Not Florist; Christmas in July**
 - 6. Special Event App & Fee Waiver Req. – LB Concert Choir; Christmas on the Ave.**
 - 7. Special Event App – LB High School Band; Annual Breakfast with the Bunny**
 - 8. Public Defender Resignation – Charlic Stewart**
 - 9. Award – Mt. Bass Drainage Project; Bottom 2 Top Construction, LLC**
 - 10. Purchase Agreement – Library Technology Upgrade, Synergetics Diversified**
 - 11. Resolution – Commercial Redevelopment/Revitalization Program; SMPDD**
 - 12. Discussion – Camera Systems at Harbor & City Hall; Alderman Brown**
 - 13. Discussion – Future Paving Projects; Alderman Brown**
 - 14. Beatline Parkway Environmental Study Phase One – Alderman Bennett**
 - 15. Cheri Lane – Alderman Bennett**
 - 16. Discussion – Safe Haven Baby Box; Alderman McGoey**
 - 17. Removal of Non-Protected Trees at Quarles House**
- X. DEPARTMENTAL BUSINESS**
 - 1. MAYOR'S OFFICE**
 - 2. PERSONNEL**
 - a. Police Department – Resignation (2)
 - 3. CITY CLERK**
 - a. Award Newspaper Advertisement
 - 4. FIRE DEPARTMENT**
 - 5. POLICE DEPARTMENT**
 - 6. ENGINEERING**
 - a. Project Close Out – Library Roof Repairs; Rowell Roofing, Inc.
 - b. Service Agreement – City Hall HVAC; KMB Solutions, Inc.
 - c. Bid Schedule – Fire Station No. 3
 - d. Water System Improvements – Water Quality Complaints
 - e. Magnolia Run Subdivision – Offsite Drainage Analysis
 - 7. PUBLIC WORKS**
 - 8. RECREATION**
 - a. Automated External Defibrillator (AED)
 - 9. BUILDING OFFICE**
 - 10. HARBOR**
 - 11. DERELICT PROPERTIES**
- XI. REPORT FROM CITY ATTORNEY**
- XII. ADJOURN (OR) RECESS**

**Minutes of February 9, 2023
Mayor and Board of Aldermen**

Be it remembered that a recess meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m. on the 9th day of February, 2023, at 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, recessing the meeting from January 17, 2023.

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 recess meeting, the following proceedings were had and done.

Alderman McGoey made motion seconded by Alderman McCaffrey and unanimously carried to approve the following sets of minutes of the Mayor and Board of Aldermen, as submitted:

- January 17, 2023 Regular
- January 17, 2023 Executive Session
- January 24, 2023 Work Session
- January 31, 2023 Work Session

Alderman McCaffrey made motion seconded by Alderman Brown to approve the Regular minutes of the Planning & Development Commission dated January 26, 2023, but after discussion Alderman Frazer offered a substitute motion seconded by Alderman Brown and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated January 26, 2023, as submitted but with a stipulation that no permits be issued for the Short Term Rental located at 116 Pirate Avenue until appropriate insurance documentation are submitted.

Alderman McGoey made motion seconded by Alderman Frazer and unanimously carried to approve payment of invoices listed in Docket of Claims number 020723.

Minutes of February 9, 2023 Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman McCaffrey to approve the following contract with SCI, Inc. for the North Jeff Davis Avenue Extension, but delay the issuance of the Notice To Proceed until the survey for property to be exchanged with Chuck Ryan Cars is complete:

EJCDC
SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Long Beach, P.O. Box 929, Long Beach, MS 39560
(Owner) and SCI, Inc
(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

NORTH JEFF DAVIS AVENUE EXTENSION

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

North Jeff Davis Avenue Extension

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by: Overstreet & Associates, PLLC
161 Lamcuse Street, Suite 203
Biloxi, MS 39503

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Minutes of February 9, 2023 Mayor and Board of Aldermen

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 150 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum of:

_____ (\$ _____)
(words) (numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

Minutes of February 9, 2023 Mayor and Board of Aldermen

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

<u>UNIT PRICE WORK</u>					
<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>

AS PER ATTACHED BID

TOTAL OF ALL ESTIMATED PRICES _____	(words)	\$ _____
		(numerals)

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

Two Hundred Thirty-One Thousand Two Hundred Seventy-Nine Dollars and 40/100----- \$231,279.40

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first or third Wednesday of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 98 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.
00520-3

**Minutes of February 9, 2023
Mayor and Board of Aldermen**

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate allowed by law at the place of the project.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

Minutes of February 9, 2023 Mayor and Board of Aldermen

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).
2. Performance bond (pages 1 to 2, inclusive).
3. Payment bond (pages 1 to 2, inclusive).
4. ~~Other bonds (pages _____ to _____, inclusive).~~
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
5. General Conditions (pages 1 to 68, inclusive).
6. Supplementary Conditions (pages 1 to 9, inclusive).
7. Special Conditions (pages 1 to 12, inclusive).
8. Specifications as listed in the table of contents of the Project Manual.

Minutes of February 9, 2023 Mayor and Board of Aldermen

9. Drawings consisting of 14 sheets with each sheet bearing the following general title: NORTH JEFF DAVIS AVENUE EXTENSION

10. Addenda (numbers N/A to N/A, inclusive).
11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 24, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages N/A to N/A, inclusive).
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Minutes of February 9, 2023 Mayor and Board of Aldermen

10.05 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on Feb 9, 23 (which is the Effective Date of the Agreement).

OWNER:
City of Long Beach

CONTRACTOR:
SCI, Inc

By: [Signature]

By: [Signature]

Title: Mayor

Title: President

Attest: [Signature]

Attest: [Signature]

Title: City Clerk

Title: Executive Administrator

Address for giving notices:

Address for giving notices:

P.O. Box 929

3586 Sangani Blvd, Suite L, PMB-345

Long Beach, MS 39560

D'Iberville, Mississippi 39540

228-863-1556

228-207-2383

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: 04939-MC
(Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Minutes of February 9, 2023 Mayor and Board of Aldermen

STATE OF MISSISSIPPI

HARRISON COUNTY

CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS OF SCI, INC., a Mississippi Corporation

Before me, the undersigned, a Notary Public in and for said county and said estate, personally appeared Glenda J. Shackelford, who being duly sworn stated the following:

1 I am the duly elected Corporate Secretary of SCI, Incorporated, a corporation organized and existing under the laws of the state of Mississippi, and

2 I do hereby certify that attached hereto as Exhibit "A" is a true and correct copy of the resolution of the Company adopted by the Board of Directors of SCI, Incorporated, on November 20, 2020, pertaining to the authorization of officers to sign, execute and deliver on behalf of the Company all construction contracts and all documents relating to the construction contract which resolution is presently in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and affixed the seal of the corporation this 15th day of May 2022.

Glenda J. Shackelford
Glenda J. Shackelford



SCI, INC.

OFFICERS AUTHORIZED TO SIGN CONTRACTS

STATE OF MISSISSIPPI
HARRISON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Glenda J. Shackelford, whose name as Corporate Secretary of SCI, INC., a Mississippi corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, she, in her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 15th day of May 2022.

Shannon Shea
Notary Public
My Commission Expires: 2/13/2024

"EXHIBIT A"

ACTIONS TAKEN BY WRITTEN CONSENT BY THE BOARD OF DIRECTORS OF SCI, INC.

By written consent of all the directors of SCI, Incorporated (the "Company"), the following actions and resolutions were taken and consented to

BE IT RESOLVED that either the President, Vice President, Secretary or Treasurer of SCI, Inc., whose names appear on the corporate minutes of its Annual Meeting held November 20, 2020, are authorized to sign, and execute construction contracts, and all documents relating to the construction contract, on behalf of the Company. They are the following:

- | | |
|------------------------|---------------------|
| David J. Shackelford | President |
| Glenda J. Shackelford | Secretary/Treasurer |
| Michael D. Shackelford | Vice President |
| Brandy J. Hamilton | Vice President |

Each of whom is currently serving in the capacity to which elected.

The above actions and resolutions being taken upon the written consent of all the directors of SCI, Inc., their signatures below, This the 15th day of May 2022.

DIRECTORS

David Shackelford
David Shackelford

Glenda J. Shackelford
Glenda J. Shackelford

Michael D. Shackelford
Michael D. Shackelford

Brandy J. Hamilton
Brandy J. Hamilton

Minutes of February 9, 2023 Mayor and Board of Aldermen

SCI, INC. SECRETARY'S CERTIFICATE

I, Glenda J. Shackelford, duly elected Secretary of SCI, Inc., a Mississippi corporation, do hereby certify that attached hereto as Exhibit "A" is a true and correct listing of the officers authorized to sign and execute construction contracts, and all documents relating to the construction contract, on behalf of the Company.

In witness whereof, I have hereunto signed my name as of the 15th day of May 2022.

Glenda J. Shackelford
Glenda J. Shackelford



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	Nay
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 Request to Reconsider Tree removal – 310 Jeff Davis Ave, whereupon Mayor Bass recognized Deborah Caldwell of 613 Charleston Lane, Long Beach, Mississippi. The Mayor also recognized Arborist Will Loftus and Barb Reed who also felt that the tree and the proposed hotel could co-exist on the property. No action was required or taken.

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to rescind the action authorizing Mobile Vending at the 2023 Mardi Gras parade previously approved at the January 17, 2023 meeting of the Mayor and Board of Aldermen.

**Minutes of February 9, 2023
Mayor and Board of Aldermen**

Based on the preceding motion rescinding the Mobile Vending at the 2023 Mardi Gras parade, Appeal Food Truck Vendor was removed from the agenda.

At the request of the Mayor, Alderman McGoey made motion seconded by Alderman Parker and unanimously carried to declare an Executive Session for the transaction of public business, to wit: To discuss personnel matter relating to appointment of school board trustee.

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. It was noted that Alderman Bennett did not participate in the Executive Session due to his affiliation with the School District.

* * * * *

The Meeting resumed in Open Session, whereupon Alderman Bennett recused himself from the meeting. Alderman McGoey made motion seconded by Alderman McCaffrey to appoint Lisa Smith to the Long Beach School Board of Trustees for a term ending March 2028. 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	Recused, not voting
Alderman Bernie Parker	voted	Aye
Alderman Angie Johnson	voted	Nay
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.

Alderman Bennett returned to the meeting at this time.

**Minutes of February 9, 2023
Mayor and Board of Aldermen**

Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to approve the following Special Event Applications submitted by Forget Me Not Florist for Christmas in July and Long Beach Concert Choir for Christmas on the Avenue and waive any applicable fees:

January 20, 2023

Dear Mayor Bass and the Board of Aldermen:

My name is Courtney Cuevas. I have attached my application to use the Harper McCaughan Town Green on Saturday, July 15, 2023, for my annual Christmas in July event. This event is put on by myself and my family to bring individuals and events into the city of Long Beach. This event is a community-wide and coast-wide event that is free for individuals to attend and shop from local artists and vendors.

I am respectfully requesting that the fees associated with using the Harper McCaughan Town Green be waived. I would love to create a scholarship for a Long Beach High School senior to use toward furthering their education. If the fees are waived, we will use the proceeds towards the scholarship.

Thank you for your consideration of this request. If you have any questions, please contact me by phone or email.

Sincerely,

Courtney Cuevas
(228)-297-2191
courtney.cuevas6@gmail.com



Minutes of February 9, 2023 Mayor and Board of Aldermen

**CITY OF LONG BEACH
SPECIAL EVENT APPLICATION**

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

Date Received By Clerk's Office: 1/17/23 Time: 10:41 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.

Sponsoring Organization's Legal Name: Forget Me Not Florist

Organization Address: 100 E Railroad Street Long Beach, MS

Organization Agent: Courtney Cuevas Title: _____

Phone: 228-863-5749 Home 228-297-2191 Cell 228-297-2191 During Event

Agent's Address: 108 Thompson Dr. Long Beach, MS 39560

Agent's E-Mail Address: courtney.cuevas6@gmail.com

Event Name: Christmas in July

Please give a brief description of the proposed special event:

Christmas in July is a community event to showcase local vendors and artists.

Event Day (s) & Date (s): July 15, 2023 Event Time (s): 9:00 am - 4:00 pm

Set-Up Date & Time: July 15 7am Tear-Down Date & Time: July 15 4pm

Event Location: Long Beach Town Green

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

How many years has this event occurred? 3 years

ADOPTED: 08.18.20-BOARD ACTION

Minutes of February 9, 2023 Mayor and Board of Aldermen

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

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

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

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

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

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

If yes, what time? _____ Until _____

ENTERTAINMENT: Are there any entertainment features related to this event? YES NO

If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule. *a few local bands TBA, Studio E dance, school performers (cheer, dance choir)*

ATTENDANCE: What is expected (estimated) attendance for this event? 1,000

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

If yes, you are requested to obtain a permit through the Building/Permit Department.

RESTROOMS: Are you planning to provide portable restrooms at the event? YES NO
If yes, how many? .

As an event organizer, you must consider the availability of restroom facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the restroom facilities in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

ADOPTED: 08.18.20-BOARD ACTION

**Minutes of February 9, 2023
Mayor and Board of Aldermen**

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

none at this time

INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$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. A sponsor of a Low Hazard event may request the Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

forthcoming in June, 2023

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

A certificate of Insurance must be provided which names the City of Long Beach as an additional named insured party on the policy or I am requesting the Board of Aldermen waive the insurance requirement for this Low Hazard Event as identified in the paragraph above related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

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

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

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

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

1/9/23
Date

[Signature]
Signature of Sponsoring Organization's Agent

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

ADOPTED: 08.18.20-BOARD ACTION

Minutes of February 9, 2023 Mayor and Board of Aldermen

Event Title: Community Festival 1/15/23 9AM-4PM

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

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

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

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

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

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

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

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

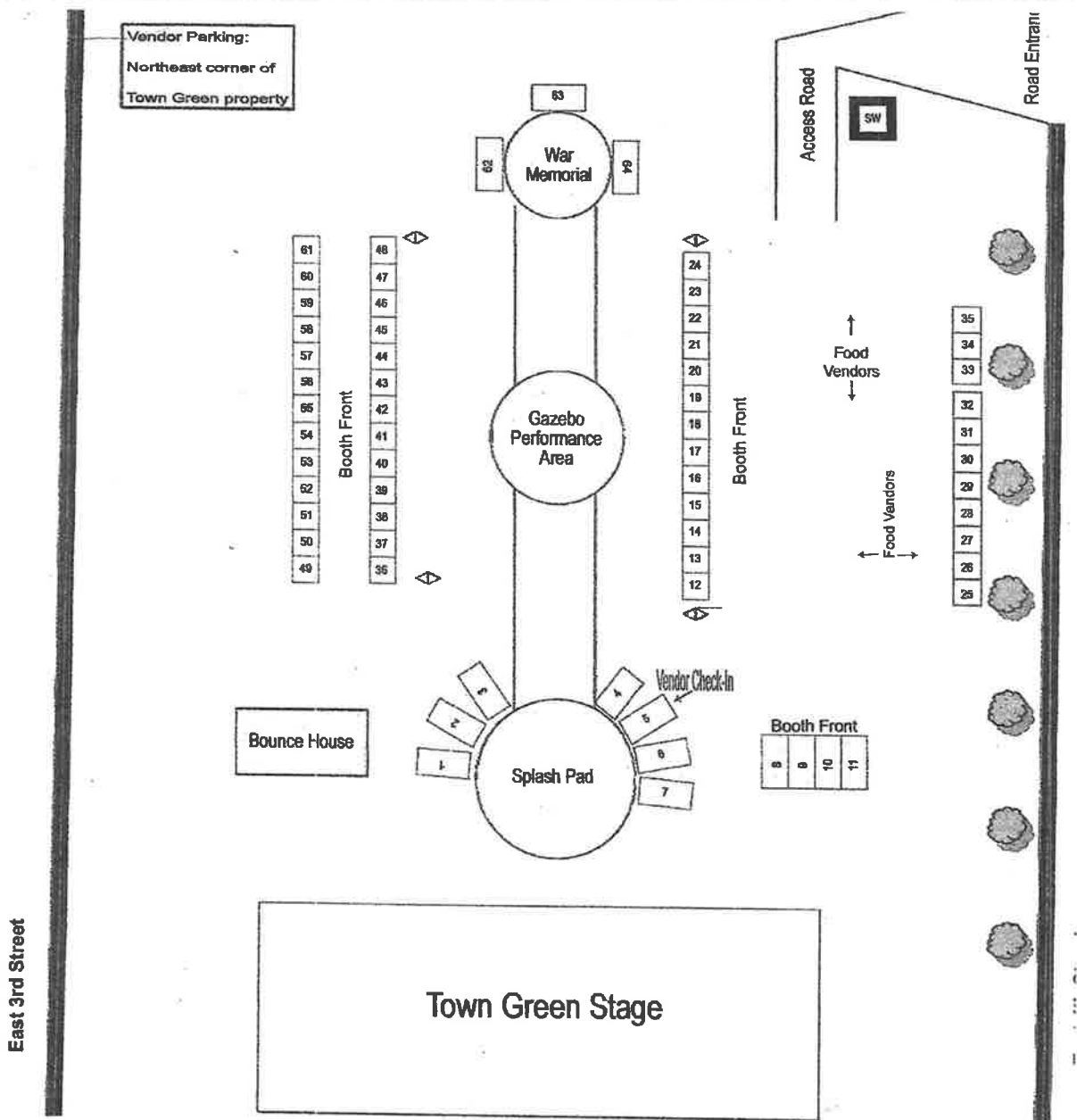
Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

ADOPTED: 08.18.20-BOARD ACTION

Minutes of February 9, 2023 Mayor and Board of Aldermen



Minutes of February 9, 2023 Mayor and Board of Aldermen

Southgroup Insurance
412 Highway 90
Suite 6 Bay Saint Louis, Mississippi 39520
Ph. (228) 220-1395, Fax (888) 415-8922

*To Send Confirmation
in June.*

Insurance Quotation	
Insured:	Forget Me Not Florist, LLC
Insured State:	Mississippi
Applicant Contact:	Forget Me Not Florist, LLC
Applicant Phone:	2288635740
Applicant Email:	thatsmyflorist@gmail.com
Broker/Agent Contact:	Melissa Moran
Contact Email:	melissa.moran@southgroup.net
Event Category:	Craft Vendor
Venue/Event Location:	City of Long Beach
Venue State:	Mississippi
Est. Daily Attendance:	500
Effective Date(s):	07/16/2023
Coverage:	Spectator/Attendee Liability
Insurer:	Great Divide Insurance Company (Admitted A+IX)
PER EVENT LIMITS	
Commercial General Liability:	
\$ 3,000,000	General Aggregate
\$ 2,000,000	Products/Completed Operations Aggregate
\$ 1,000,000	Personal & Advertising Injury
\$ 1,000,000	Each Occurrence*
\$ 250,000	Damage to Premises Rented to You
EXCLUDED Medical Payments (no-fault)	
-0- Deductible	
Premium:	\$105.00
	*Host Liquor Protection Included
Features:	
<ul style="list-style-type: none"> • Third Party Property Damage Coverage Included • Per Event Aggregate • Contractual Liability • Up to TWO (2) Additional Insureds INCLUDED at no additional cost • Host liquor liability provided (for those not in the business of serving and/or selling) • Volunteers included as insureds • Includes set-up and take-down • Claims handled by Event Insurance Now/Staff 	
Notable Exclusions:	
Athletic Participants, Medical Payments, Communicable Disease, Collapse of Temporary Structures, Amusement Devices (rides), Employment Related Practices, Professional Medical, Events where Rap/Hip Hop is the featured type of Entertainment, All Night Events, Inflatable Attractions (e.g. bounce houses, moon walks), Abuse and Molestation, Pyrotechnics/Fireworks, Nuclear Liability, Asbestos, Cyber Incident	
<ul style="list-style-type: none"> • NO cancellation if LESS than 30 days before the policy effective date. • <i>This proposal is only a summary of the coverage being offered; not all inclusions and exclusions are listed.</i> • <i>Coverage offered via this insurer is through the National Event Providers Association, each eligible member has its own per policy limits and unique certificate number. The membership fee is required per event and is for the duration of the single event term. Please contact agency for additional Association membership benefits.</i> • <i>Certificate will be issued upon receipt of payment and request to bind.</i> • <i>For individuals/entities/groups based in Texas or having events in Texas, the insurer of the group is not subject to all of the laws and regulations of this state</i> 	
Insurance Premium: \$105.00	
Membership Fee: \$35.00	
Total Due by Member: \$140.00	

Minutes of February 9, 2023
Mayor and Board of Aldermen

July 15, 2023
Saturday
9:00 AM - 4:00 PM
Christmas in July
Town Green

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

Bob Paul
228-669-7601

TOWN GREEN

Group / Individual Name (Permit tee):

Forget Me Not Florist

Telephone Number:

Street Address: 100 E Railroad Street

City Long Beach State MS Zip 39560

Type of Event: Community Festival - Christmas in July

Start Time: 9:00 am

Closing Time: 4:00 pm

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on
July 15, 2023 - Saturday
Town Green
(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 [Signature] Date: 11/17/23

Rental Fee \$ _____ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of February 9, 2023
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 _____, 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 17th day of January, 20 23.

Authorized Signature [Signature]

Witness [Signature]

**Minutes of February 9, 2023
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 

**Minutes of February 9, 2023
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 

~ 4 ~

*

*

Minutes of February 9, 2023
Mayor and Board of Aldermen



Long Beach Concert Choir Association
Post Office Box 518 • Long Beach, Mississippi 39560

1/24/23

City of Long Beach
Attn: Mayor Bass
301 Jeff Davis Avenue
Long Beach, MS 39560

Dear Mayor Bass and Board of Aldermen:

Attached is the Long Beach High School Concert Choir Association's application to use the Harper McCaughan Town Green on Saturday, December 9, 2023 for our annual Christmas on the Avenue fund-raiser. This event provides the majority of our funds for the Concert Choir. These funds are used to represent the city and school at state contests, honor choir events and to aid students with choir expenses.

Since this event is a vital fund-raiser, we would like to request that the fees associated with using the Harper McCaughan Town Green be waived.

Your consideration is appreciated.

Sincerely,

Michele Milliet
President, LBCCA
601-325-0414

**Minutes of February 9, 2023
Mayor and Board of Aldermen**

**CITY OF LONG BEACH
SPECIAL EVENT APPLICATION**

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

Date Received By Clerk's Office: 1/24/23 Time: 1:44 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.

Sponsoring Organization's Legal Name: Long Beach Concert Choir Association

Organization Address: 300 E Old Pass Rd, Long Beach, MS 39560

Organization Agent: Michele Milliet Title: President

Phone: 601-325-0414 Home _____ Cell 601-325-0414 During Event

Agent's Address: 8083 Red Creek Rd, Long Beach, MS 39560

Agent's E-Mail Address: michelliet@yahoo.com

Event Name: CHRISTMAS ON THE AVENUE

Please give a brief description of the proposed special event:

arts and craft fair including food vendors conducted as a fundraiser for the

Long Beach High School Concert Choir

Event Day (s) & Date (s): 12/9/23 Event Time (s): 9:00AM - 5:00PM

Set-Up Date & Time: 12/9 Noon/ 12/10 7:00AM Tear-Down Date & Time: 12/10 5:00PM

Event Location: Harper McCaughan Town Green, Long Beach, MS

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

How many years has this event occurred? 20 years

ADOPTED: 08.18.20-BOARD ACTION

**Minutes of February 9, 2023
Mayor and Board of Aldermen**

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

STREET CLOSURES: Start Date/Time: 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:

Vendor parking at East side of Town Green (see map)

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

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

If yes, are liquor license and liquor liability insurance attached? YES NO
If yes, what time? _____ Until _____

ENTERTAINMENT: Are there any entertainment features related to this event? YES NO

If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule. Choir Students performing solos and Madrigal Performers

ATTENDANCE: What is expected (estimated) attendance for this event? 500-800

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

If yes, you are requested to obtain a permit through the Building/Permit Department.

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

If yes, how many?

As an event organizer, you must consider the availability of restroom facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the restroom facilities in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

ADOPTED: 08.18.20-BOARD ACTION

**Minutes of February 9, 2023
Mayor and Board of Aldermen**

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

Ask Police to patrol area occasionally throughout day during event

(simply drive around the town green)

INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$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. A sponsor of a Low Hazard event may request the Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

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

A certificate of Insurance must be provided which names the City of Long Beach as an additional named insured party on the policy or I am requesting the Board of Aldermen waive the insurance requirement for this Low Hazard Event as identified in the paragraph above related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

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

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

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

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

1/24/23

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: 08.18.20-BOARD ACTION

Minutes of February 9, 2023 Mayor and Board of Aldermen

Event Title: Christmas on the Avenue 12/9/23 8 AM - 7 PM

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

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

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

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

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

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

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

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

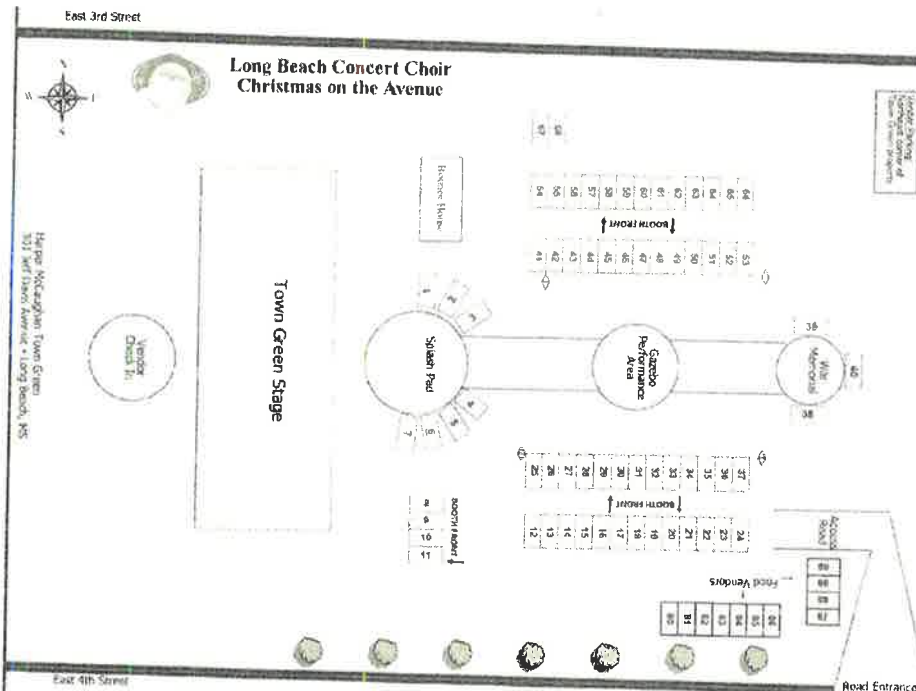
Any special requirements/conditions: _____

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

ADOPTED: 08.18.20-BOARD ACTION



Minutes of February 9, 2023
Mayor and Board of Aldermen

December 9, 2023
Saturday
Christmas on the Ave
8:00 AM - 7:00 PM
Town Green

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

Group / Individual Name (Permit tee):
Long Beach Concert Choir Association / Michele Millet, President
Telephone Number: 601-325-0414
Street Address: 300 East Old Pass Rd
City: Long Beach State: MS Zip: 39560
Type of Event: Christmas on the Avenue
Start Time: 12/8/23^{setup} 12:00PM | 12/9/23 7:00PM (event)
Closing Time: 12/9/23 5PM

It is agreed between the City of Long Beach and the permit tee that the named facility is reserved on
12/8/23 - setup + 12/9/23 actual event.
(Date)

michelliet@yahoo.com

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: Michele Millet Date: 1/24/23

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

**Minutes of February 9, 2023
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 _____, 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 24th day of January, 2023.

Authorized Signature Michael Mullet

Witness [Signature]

**Minutes of February 9, 2023
Mayor and Board of Aldermen**

LONG BEACH TOWN GREEN RULES AND REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

Initial

~ 3 ~

Minutes of February 9, 2023
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 

~ 4 ~

Mayor Bass recognized Courtney Cuevas of Forget Me Not Florist in reference to food trucks being at the Christmas in July event and after discussion, Alderman Brown made motion seconded by Alderman McGoey and unanimously carried to allow mobile food vendors for the Christmas in July event.

**Minutes of February 9, 2023
Mayor and Board of Aldermen**

Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to approve the following Special Event Application submitted by Long Beach High School Band for Breakfast with the Bunny:

**CITY OF LONG BEACH
SPECIAL EVENT APPLICATION**

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

Date Received By Clerk's Office: 1/23/23 Time: 1:34 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.

Sponsoring Organization's Legal Name: LB HS Band

Organization Address: 300 E Old Pass Rd - Andrea Hadaway

Organization Agent: Band Boosters Title: Vice President

Phone: _____ Home _____ Cell 727-417-5251 During Event

Agent's Address: _____

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

Event Name: Breakfast w/ Bunny

Please give a brief description of the proposed special event:

Annual Breakfast w/ Bunny Breakfast
Egg hunt + games

Event Day (s) & Date (s): Apr 1 2023 Event Time (s): 8-11

Set-Up Date & Time: 7:30am Tear-Down Date & Time: 11:30am

Event Location: Back part of Town Green

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

How many years has this event occurred? 4 years

ADOPTED: 08.18.20-BOARD ACTION

**Minutes of February 9, 2023
Mayor and Board of Aldermen**

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

INSURANCE: All sponsors of special events must carry liability insurance with coverage of at least \$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. A sponsor of a Low Hazard event may request the Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

Insurance forthcoming

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

A certificate of Insurance must be provided which names the City of Long Beach as an additional named insured party on the policy or I am requesting the Board of Aldermen waive the insurance requirement for this Low Hazard Event as identified in the paragraph above related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

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

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

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

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

13 Jan 2023
Date

Andrea H. Adams
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: 08.18.20-BOARD ACTION

Minutes of February 9, 2023
Mayor and Board of Aldermen

Event Title: Annual Breakfast w/ Bunny 4/1/23 8AM-11PM

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

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

Police Dept: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0

Fire Dept: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0

Public Works: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ 0

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

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

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

Insurance/Indemnification Received: _____

Insurance Approved: _____

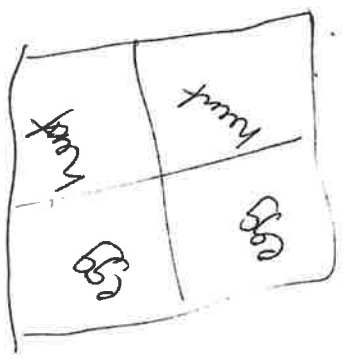
Board of Aldermen Approved: _____ Denied: _____

ADOPTED: 08.18.20-BOARD ACTION

Minutes of February 9, 2023
Mayor and Board of Aldermen

Scanned with CamScanner

Lots Band
Bunny Breakfast



concert table

gizmo

games

Admission

Minutes of February 9, 2023 Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/24/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cadence Insurance 2909 13th Street, 4th Floor Gulfport MS 39501	CONTACT NAME: Cindy Teague PHONE (A/C, No, Ext): 228-863-5362 FAX (A/C, No): 228-863-1957 E-MAIL ADDRESS: cindy.teague@cadenceinsurance.com
INSURED Long Beach School District 19148 Commission Road Long Beach MS 39560	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Argonaut Great Central Insurance Company 19860 INSURER B: Retailers Casualty Insurance Company 10718 INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____

COVERAGES **CERTIFICATE NUMBER: 1878750168** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____	Y	PE4636523004	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/POP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	BA463652304	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> 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	99912705	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Long Beach High School Band Annual Breakfast w/ Bunny Event for 4/1/2023

CERTIFICATE HOLDER City of Long Beach P. O. Box 929 Long Beach MS 39560	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Minutes of February 9, 2023
Mayor and Board of Aldermen

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

TOWN GREEN

Bob Paul
228-669-7601

April 1, 2023
Saturday
Bunny Breakfast
8:00 am - 11:00 am.
School Side of
Town Green

Group / Individual Name (Permit tee):

Long Beach HS Band

Telephone Number: Andrea Hadaway 727-477-5251

Home Work Cell

Street Address: 300 E. Old Pass Rd

City: Long Beach State: MS Zip: 39560

Type of Event: Annual breakfast with Bunny

Start Time: 8

Closing Time: 11

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

Saturday APR 1 2023.
(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: Andrea Hadaway Date: 6 Jan 2023

Rental Fee \$ _____ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

~ 1 ~

Minutes of February 9, 2023
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 _____, 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 12th day of January, 20 23.

Authorized Signature Andrea Haderg

Witness [Signature]

**Minutes of February 9, 2023
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 MT

~ 3 ~

Minutes of February 9, 2023
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 AA

**Minutes of February 9, 2023
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to accept the following letter of resignation from Public Defender Charlie Stewart:

CHARLIE STEWART
ATTORNEY AT LAW

Mail to: P.O. Box 534
Pass Christian, MS 39571

Phone: 228-224-7261
email: estewlaw21@gmail.com

January 11, 2023

Honorable Jim Simpson, Municipal Court Judge
Long Beach Municipal Court
201 Jeff Davis Ave
Long Beach, MS 39560

Re: Resignation

Dear Judge Simpson:

Please accept my letter of resignation by the end of this month. It has been a pleasure and an honor to be part of this court room for the past year, plus. I can assist in any transition that may be necessary.

Again, I thank you for giving me the opportunity to be a part this great court.

Sincerely, I am



Charlie Stewart
Public Defender
City of Long Beach

**Minutes of February 9, 2023
Mayor and Board of Aldermen**

Based on the following recommendation of Pickering Firm, Alderman Brown made motion seconded by Alderman Parker and unanimously carried to award the Mt. Bass Drainage Project to Bottom 2 Top Construction, LLC:



January 30, 2023

Kini Gonsoulin, City Finance Officer
City of Long Beach
201 Jeff Davis Ave
Long Beach, MS 39560
Sent via Email to:

**Re: Bid Award Recommendation
MT Bass Drainage HMPG#4429-0009**

Dear Ms. Gonsoulin:

Bids on the referenced project were received and opened at 10:00 AM on Wednesday, January 25, 2023, in the City Hall of Long Beach at 201 Jeff Davis Ave, Long Beach, MS 39560. Enclosed please find a certified tabulation (1 page) of the bids received.

After review of the bids received, we noted that Bottom 2 Top Construction, LLC was the lowest bidder for the Base Bid. The Base Bid amount was for \$551,953.95. Pickering has reviewed the bid and determined it to be a complete bid package. Per the "Bid Proposal," the "The OWNER reserves the right to reject any or all bids and to waive informalities in the bidding."

Per the paragraph above, it is Pickering's recommendation that the bid submitted by Bottom 2 Top Construction, LLC be accepted as the successful bid for Base Bid. Should the City of Long Beach opt to award the work in the Base Bid, this award amount will equal \$551,953.95.

We are available should you have any questions regarding this matter or if we can be of any assistance.

Sincerely,
PICKERING FIRM, INC.


Cara Wagner, PE

Facility Design • Civil Engineering • Surveying • Transportation • Natural / Water Resources
126 Rue Magnolia • Biloxi, MS 39530 • Phone: 228.432.5925 • FAX: 228.432.5928 • www.pickeringfirm.com

Minutes of February 9, 2023
Mayor and Board of Aldermen

Alderman Brown made motion seconded by Alderman Johnson and
unanimously carried to approve the following Purchase Agreement with Synergetics
Diversified for Library Technology Upgrades and authorize the Mayor to execute same:

PURCHASE AGREEMENT
AGREEMENT # LBPLSY26ERATE

This agreement is made and entered into by and between Synergetics Diversified Computer Services, Inc. of 501
Highway 12 West, Suite 100, Starkville, MS 39759 hereinafter referred to as "Synergetics", and Long Beach Public
Library System, hereinafter referred to as "Client", having its primary location 209 Jeff Davis Ave, Long Beach, MS
39560.

WHEREAS, Synergetics has reviewed the Client's E-Rate Eligible Equipment and/or Services needs contained within the
provided Year 2023-2024 E-Rate RFP/470 and is desirous of providing the Client with the needed E-Rate Eligible
Equipment and/or Services;

WHEREAS, the Client has reviewed Synergetics' capabilities and is desirous of Synergetics providing the needed E-Rate
Eligible Equipment and/or Services;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants, conditions and agreements herein
contained, the parties hereto, each intending to be legally bound, agree that the above recitals are incorporated into
this Agreement and also agree as follows:

1.0 Description of Services. Beginning on the date of execution of this Agreement, Synergetics will provide the services
(collectively, the "Services"), as described in Appendix A of this document.

2.0 Synergetics Pricing Schedule. For services rendered, Synergetics will submit an invoice to the Client according to
the terms defined in Appendix A of this document.

3.0 Expense Reimbursement. Unless expressly stated otherwise, Synergetics shall bear all "out of pocket" expenses
related to travel and lodging. Expenses incurred for hardware, software, etc. as required by the task being
performed, shall be borne by the Client. Client shall be provided estimation of these expenses, and Client will
provide permission for these expenses and agreement to pay for these expenses, prior to the expense actually
being incurred.

4.0 Ownership. Subject to the provisions of Section 13.9, the Client shall be the sole owner of any and all installed
software and hardware, network configurations, network wiring and cabling, and other equipment physically
installed in conjunction with this project. Synergetics shall make no claim to the aforementioned property;
however, the following provisions apply with respect to copyrightable works, ideas, discoveries, inventions,
applications for patents, patents, studies, reports, and research (collectively, Intellectual Property):

4.1 Synergetics' Intellectual Property. Synergetics holds an interest in the Intellectual Property activities
that result from this Agreement.

4.2 Development of Intellectual Property. Any improvements to Intellectual Property items, further
inventions or improvements, and any new items of Intellectual Property discovered or developed
by Synergetics (or Synergetics' employees, if any) during the term of this Agreement shall be the
property of Synergetics.

5.0 Liability. Only to the extent applicable under Mississippi state law will Synergetics be liable to the Client or any
other third party for indirect, special, incidental or consequential damages, losses or expenses, including but not
limited to loss of profits, loss of business opportunities, loss of goodwill, loss of records or data, or loss of
equipment use, even if Synergetics is advised of such damages, losses or expenses.

7.0 Term and Termination

7.1 Term. This Agreement, being entered into as of the aforementioned date, shall have service start date
of July 1, 2023 and shall remain in term until June 30, 2025, at which time it may be renewed by
mutual consent of the contracting parties for up to 2 additional 1 year terms.

7.2 Termination. Subject to the provisions of Section 13.9, either party may terminate this Agreement at
will by giving 30 days written notification to the appropriate agent listed hereunder:

If to Synergetics:
Synergetics Diversified Computer Services, Inc.

Minutes of February 9, 2023 Mayor and Board of Aldermen

501 Highway 12 West, Suite 100
Starkville, MS 39759
Attn: Dana Rials
Sales Account Executive

If to the Client:
Long Beach Public Library System
209 Jeff Davis Ave.
Long Beach, MS 39560
Attn: Denise Saucier

and by fulfilling their respective obligations upon termination as outlined in 7.3.

7.3 Obligations Upon Termination. Upon the effective date of termination of this Agreement by either party for any reason the following provisions apply:

- (i) All sums owed by the Client to Synergetics will be immediately due and payable;
- (ii) The Client will return to Synergetics any and all property belonging to Synergetics; and
- (iii) Synergetics will return to the Client any and all property belonging to the Client.

8.0 Confidentiality. Each party acknowledges that it may from time to time receive Confidential Information from the other party. Each party agrees not to disclose such Confidential Information of the other party, except as expressly permitted herein. Each party shall prevent any unauthorized person from having access to the other party's Confidential Information, shall return any such Confidential Information to the other party at any time upon request and shall return or destroy all copies of such Confidential Information immediately after termination of this Agreement. A violation of this paragraph shall be a material violation of this Agreement.

9.0 Unauthorized Disclosure of Information. If it appears that either party has disclosed (or threatened to disclose) information in violation of this Agreement, the harmed party shall be entitled to an injunction to restrain the violating party from disclosing, in whole or in part, such information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. The harmed party shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

10.0 Confidentiality After Termination. The confidentiality provision of this Agreement shall remain in full force and effect after the termination of this Agreement.

11.0 Hiring of Synergetics' Employees. Prior to the target date of the completion of this Agreement and for a period of two years after the termination of this Agreement, Client will not hire or offer to hire, either directly or indirectly, any employee of Synergetics without Synergetics' written consent. Likewise, Synergetics will not hire or offer to hire, either directly or indirectly, any employee of Client without Client's written consent.

12.0 Billing and Collections. Client agrees to abide by Synergetics' Billing and Collections Policy as shown below:

- 12.1 Synergetics will promptly render invoices to Client.
- 12.2 Client agrees to render payment for invoices promptly.
- 12.3 Any outstanding balance that remains unpaid beyond thirty (30) calendar days of Invoice rendering is considered past due.
- 12.4 The client is expected to pay interest expense on the outstanding balance. A 1.5% per month interest expense accrues from the date of the invoice(s). This interest expense will not be charged if the invoice is paid within thirty (30) days. Outstanding balances older than thirty (30) days will have the interest expense added to the amount outstanding.
- 12.5 If a balance remains unpaid for a period of ninety (90) calendar days, Synergetics may assign this overdue balance to a third party for the purpose of collecting the overdue balance.

13.0 Miscellaneous.

- 13.1 **Notices.** Notices required during the term of this Agreement if given by regular mail or electronic means generating a hard copy printout shall be deemed to have been given or made when

Minutes of February 9, 2023 Mayor and Board of Aldermen

delivered personally or placed, properly addressed and postage prepaid, in the mail of any jurisdiction or communicated by telefax or similar electronic means. All notices will be given by one party to the other at the addresses indicated in 13.2, unless change thereof previously has been given in writing to the party giving notice.

13.2 Amendment. This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both parties.

13.3 Severability. If any one or more provisions of this Agreement is declared invalid or unenforceable, the same shall not affect the validity or enforceability of any other provision of this Agreement if the essence of the parties' agreement is retained, and such invalid or unenforceable provision shall be limited or curtailed only to the extent necessary to make such provision valid and enforceable.

13.4 Waiver. Any failure of either party to enforce any of the provisions of this Agreement will not be construed as a waiver of such provisions or the right of the party thereafter to enforce each and every such provision.

13.5 No Third-Party Beneficiaries. The parties specifically intend and agree that no one other than the parties to this Agreement shall be deemed to be a third-party beneficiary of any of the rights or obligations set forth in this Agreement.

13.6 Exhibits and Schedules. All exhibits and schedules to this Agreement, if any, are hereby incorporated by reference into, or made a part of, this Agreement.

13.7 Entire Agreement. All prior proposals, understandings, and other agreements, whether oral or written, between the parties that relate to this subject matter are hereby superseded and merged into this Agreement. This agreement constitutes the full and entire understanding and agreement between the parties with regards to the subject matter hereof. The express terms hereof control and supersede (i) all oral or written understandings of the subject matter hereof and (ii) any course of performance and/or usage of trade inconsistent with any of the terms hereof.

13.8 Applicable Law. The Agreement shall be governed by the laws of the State of Mississippi.

13.9 Funding Contingency. If this Agreement is to be funded using E-rate discounts, the entire Agreement is contingent upon the Client receiving the requested E-rate funding provided by the Universal Service Fund, of which the fund administrator is the Schools and Libraries Division of the Universal Service Administrative Company. Both contractual parties will honor the decision of the Schools and Libraries Division and the appropriate action will be taken at the time of funding approval or denial. Notwithstanding the foregoing, it is agreed that once Client has taken possession of the goods or services supplied by Synergetics pursuant to the terms of this Agreement, Client shall be liable for the price for such goods or services regardless of whether the E-rate funding is approved or paid.

Minutes of February 9, 2023 Mayor and Board of Aldermen



Long Beach Library Erate Y26 2023-2024				
QTY	PART #	DESCRIPTION	UNIT PRICE	EXT. PRICE
<i>Equipment</i>				
1	JL322A	Aruba 2930M 48G PoE+ 1-slot Switch	\$ 3,982.00	\$ 3,982.00
1	JL320A	Aruba 2930M 24G PoE+ 1-slot Switch	\$ 2,168.00	\$ 2,168.00
2	JL086A	Aruba X372 54VDC 680W Power Supply	\$ 391.00	\$ 782.00
2	JL325A	Aruba 2930 2-port Stacking Module	\$ 640.00	\$ 1,280.00
2	Q9Y75AAE	Aruba Central 62xx/29xx Switch Foundations 5y Subscription E-STU	\$ 662.00	\$ 1,324.00
1	J9735A	Aruba 2920/2930M 1m Stacking Cable	\$ 124.00	\$ 124.00
8	R2H29A	Aruba AP-505 (US) Unified AP	\$ 394.00	\$ 3,152.00
8	R3J18A	AP-MNT-D AP mount bracket Individual D: solid Surface	\$ 17.00	\$ 136.00
8	Q9Y60AAE	Aruba Central AP Foundation 5y Subscription E-STU	\$ 224.00	\$ 1,792.00
1	SRW12UHD	Tripp Lite 12U Rack	\$ 714.00	\$ 714.00
1	SMT1500RM2UC	APC Smart-UPS SMT1500RM2UC - UPS (rack-mountable) - AC 120 V - 1 KW - 1440 VA - 1 x battery - USB, serial - output connectors: 6 - 2U - black	\$ 914.00	\$ 914.00
<i>Cabling Items</i>				
12,500	M58651	Cat 6A Cable Riser White	\$ 0.53	\$ 6,625.00
1	MX-PNL-48	Patch Panel Siemon Max 48 port unloaded MX-PNL-48	\$ 65.80	\$ 65.80
1	MX-PNL-24	Patch Panel Siemon Max 24 port unloaded MX-PNL-24	\$ 42.60	\$ 42.60
22	TSRFW-8A	Hellerman Raceway 8ft	\$ 17.37	\$ 382.14
22	TSRFW-JB2	Hellerman Mount Box	\$ 7.24	\$ 159.28
104	Z6A-02	Cat6a UTP Jack Module Siemon ZMax White Z6A-02	\$ 13.81	\$ 1,436.24
22	MX-FP-S-02-02	Faceplate Single Gang Siemon Max 2 port White	\$ 4.00	\$ 88.00
8	MX-SMZ1-20	Surface Mount Box Siemon ZMax 1 port Ivory	\$ 6.39	\$ 51.12
44	Patch CableCat6aWhite1	Patch Cable Cat6a White 1	\$ 3.47	\$ 152.68
8	Patch CableCat6aWhite1	Patch Cable Cat6a White 1	\$ 3.47	\$ 27.76
3	25DT4	Wiremold 10' Standard Ivory Steel Finish Power Pole with Keystone knockouts w/out Power	\$ 314.36	\$ 943.08
TOTAL OF PARTS			\$	\$ 26,341.70
140	SERV-CABLING04	Hourly Rate for Cabling Installer	\$ 75.00	\$ 10,500.00
2	SERV-NETWORK05	Installation and Configuration of Network Switches	\$ 395.00	\$ 790.00
1	SERV-NETWORK05	Installation and Configuration of UPS	\$ 125.00	\$ 125.00
8	SERV-NETWORK05	Installation and Configuration of Wireless Access Points	\$ 105.00	\$ 840.00
8	SERV-NETWORK05	Training on Network Equipment	\$ 130.00	\$ 1,040.00
TOTAL OF LABOR			\$	\$ 13,295.00
GRAND TOTAL			\$	\$ 39,636.70

Prepared by: Dana Riels
driels@synergeticsdcs.com
601-454-1023

Dana Riels

7/29/2022

Minutes of February 9, 2023 Mayor and Board of Aldermen

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers or representatives as of the date first written above.

Synergetics Diversified
Computer Services, Inc.

Client

Kay Hall

George L. Bass
George L. Bass
Mayor

Kay Hall
Vice President of Sales

October 9, 2022

February 9, 2023

Date Signed

Date Signed

IMPORTANT NOTE: IN ORDER FOR THIS CONTRACT TO BE FUNDED BY E-RATE, it must be signed and dated no earlier than the allowable contract date on the corresponding Form 470 and no later than the date that the Form 471 is signed and submitted. Failure to follow proper procedure will result in denial of your funding request.

Minutes of February 9, 2023
Mayor and Board of Aldermen

RESOLUTION AUTHORIZING SOUTHERN MISSISSIPPI PLANNING AND
DEVELOPMENT DISTRICT TO ASSIST AND SERVE AS AGENT FOR THE CITY OF
LONG BEACH TO ESTABLISH A COMMERCIAL
REDEVELOPMENT/REVITALIZATION PROGRAM IN THE CITY OF LONG BEACH FOR
VACANT AND/OR BLIGHTED BUILDINGS

WHEREAS, the City of Long Beach has authority to appropriate and provide to SMPDD such sums as it deems necessary and desirable pursuant to Miss. Code Ann. §17-19-1 to enter into contract, including funding contracts and administrative services contract with a non-profit corporation to establish and operate a grant program for the revitalization of blighted and underdeveloped areas in the City of Long Beach as; and

WHEREAS, the Southern Mississippi Planning and Development District (SMPDD), is a 501(c)(3) private non-profit corporation, has engaged in preliminary discussions with the City of Long Beach with regard to establishing a commercial redevelopment program that would allow private developers to apply for redevelopment incentives based on increases in sales tax that result from a proposed redevelopment and other incentives; and

WHEREAS, it is understood by all parties that the incentives for prospective developer participation in the grant program is based upon the Verified Tax Increase, and would require a Tri-Party Agreement between the City, SMPDD, and the prospective developer, and as further described in the Program Agreement to be entered into by and between SMPDD and a prospective developer; and

NOW, THEREFORE, BE IT RESOLVED BY BOARD OF ALDERMAN OF THE CITY OF LONG BEACH, MISSISSIPPI, THAT:

Section 1. This Resolution shall serve as authorization for SMPDD to proceed with establishing a Commercial Redevelopment Program in conjunction with the City of Long Beach. Section 2. The City of Long Beach will establish the redevelopment program in specific areas and identify grant rates on a project-by-project basis. All Reimbursement grants will be capped at 1/3 of the redevelopment cost and the term of the reimbursement period is limited to a maximum of fifteen (15) years.

NOW THEREFORE, BE IT FURTHER RESOLVED that the governing authorities of the City of Long Beach declare their intention to establish a commercial redevelopment program in the City.


That public interest and necessity requiring the same, this resolution shall become effective immediately from and after passage. The above and foregoing Resolution, after having been first reduced to writing, was introduced by Alderman Parker, seconded by Alderman Brown, and the question being put to a roll call vote by the Mayor, the result was as follows:

Minutes of February 9, 2023
Mayor and Board of Aldermen

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

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 9th day of February, 2023.

APPROVED:



George L. Bass, Mayor

ATTEST:



Stacey Dahl, City Clerk

(Seal)



There came on for discussion Camera Systems at Harbor & City Hall, whereupon Alderman Brown apprised the Board that quotes were being obtained for both camera systems.

There came on for discussion Future Paving Projects, whereupon Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to direct City Engineer David Ball and Public Works Director Joe Culpepper to compile a

Minutes of February 9, 2023
Mayor and Board of Aldermen

list of paving needs in the City and for Comptroller Kini Gonsoulin to determine available funds.

There came on for discussion Beatline Parkway Environmental Study Phase One, whereupon it was the consensus of the Board to table this item to allow Mayor Bass and Comptroller Kini Gonsoulin to get clarification on the federal funds available for this project.

There came on for discussion Cheri Lane regarding overgrown property, whereupon Building Official Mike Gundlach apprised the Board that his office had received communication from the property owner's attorney. It was the consensus of the Board to Direct City Attorney Steve Simpson to reply to said letter.

There came on for discussion Safe Haven Baby Box, whereupon Alderman McGoey made motion seconded by Alderman Johnson and unanimously carried to approve execution of the contract with Safe Haven Baby Box after review by City Attorney.

Alderman McCaffrey made motion seconded by Alderman Brown to remove trees from the Quarles House property per the following quote:



Bobcat Tree Work LLC
14940 Cable bridge rd
Gulfport MS 39503
2288068063
bobcattreework@Gmail.com

ESTIMATE
EST0155

DATE
01/20/2023

TOTAL
USD \$14,250.00

TO
City Of Long Beach
+12286697601
jan@cityoflongbeachms.com

DESCRIPTION	RATE	QTY	AMOUNT
Remove large water, oaks, and large undesirable trees, including stumps along east and south property lines, and a portion of the southern end of the west side property line leaving all the live oaks, all debris hauled away. This property is located near 110 Old Pass Rd., Long Beach the name of the project is Quarles house.	\$14,250.00	1	\$14,250.00
TOTAL			USD \$14,250.00

**Minutes of February 9, 2023
Mayor and Board of Aldermen**

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	Nay
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.

Mayor Bass apprised the Board of his recent trip to Washington D.C., stating that he along with Aldermen Frazer and Parker met with Senators, Representatives and FEMA officials to discuss the harbor.

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

Police Department:

- Resignation, Dispatcher 1st Class Tabitha Kinney, effective January 31, 2023
- Resignation, Police Officer 1st Class Justin Pendleton, effective January 23, 2023

Minutes of February 9, 2023
Mayor and Board of Aldermen

Based on the following recommendation from City Clerk Stacey Dahl, Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to award the 2023 Newspaper Advertisement to The Gazebo Gazette:

City of Long Beach



January 31, 2023

RE: NOTICE TO QUALIFIED NEWSPAPERS

REF: § 21-39-3. Publishing contracts

In municipalities in which there is more than one newspaper qualified to publish legal notices, the governing authorities of such municipality shall enter into a contract for the publication of its proceedings, ordinances, resolutions, and other notices required to be published *only after inviting competitive bids from such newspapers*. Such contracts shall be let to the lowest bidder among them for a period of *not more than twelve months from the date of such contract*. It shall not be necessary, however, that the governing authorities of such municipality advertise its intention to accept such competitive bids but it shall be sufficient if notice thereof in writing be given to all of such newspapers by mail or delivery at least five days prior to the date on which said bids will be received, which said notice shall specify the date on which such bids will be received.

Mayor and Board of Aldermen:

In accordance with the above referenced State Statute, notice for competitive bids was published on January 13, 2023 and January 20, 2023. Bids were opened on January 30, 2023, at 10:00 a.m.

One bid was received as follows:

The Gazebo Gazette LLC
517 W. North Street
Pass Christian, MS 39571
\$.12 per word and \$.10 throughout for every legal and public notice

Based on the aforesaid bid, I recommend contracting The Gazebo Gazette as the City's weekly advertising agent and The Sun Herald for other legal advertisements that require other than weekly.

Thank you,


Stacey Dahl, City Clerk

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

Fire Chief Skellie apprised the Board of upcoming repairs that will need to be made to Central Fire Station. These repairs include the pad behind the station and the mortar on the rear wall. No immediate action required or taken.

**Minutes of February 9, 2023
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman Parker and unanimously carried to approve the following Project Close Out – Library Roof Repairs; Rowell Roofing, Inc. and authorize the Mayor to execute same:

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



630 Delmas Ave., Suite B
Pascagoula, MS 39567
228-967-7137

January 18, 2023

Attn: Mayor and Board of Aldermen
City of Long Beach
201 Jeff Davis Ave.
Long Beach, MS 39560

Re: **City of Long Beach
Long Beach Library Roof Repairs**

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 settlement with the contractor, in accordance with the following documents:

1. Application for Payment No. 2
2. Application for Payment No. 3 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. Rowell Roofing Warranty
8. Soprema Warranty and Maintenance Guide

Please note, the warranty document from Soprema must be executed by the City and sent in to active the 20-year warranty. Should you have any questions or need any additional information, please do not hesitate to call.

Sincerely,

David Ball, P.E.

DB:1231
Attachment

Minutes of February 9, 2023
Mayor and Board of Aldermen

AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: City of Long Beach
P O Box 929
FROM CONTRACTOR: 39660
Rowell Roofing, Inc.
PO Box 647
Columbia MS 39429-0647

PROJECT: Long Beach Library
Roof Repairs

APPLICATION NO: 2
PERIOD TO: 1/1/23

CONTRACT FOR: Re-roofing

CONTRACT DATE: 1231 / /

PROJECT NOS: 1231 / /

Distribution to:
OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$ 142,800.00
2. NET CHANGE BY CHANGE ORDERS \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 142,800.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 142,800.00
5. RETAINAGE:
 - a. 5.0% of Completed Work (Column D + E on G703) \$ 7,140.00
 - b. 5.0% of Stored Material (Column F on G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5 Total) \$ 135,660.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 131,860.00
8. CURRENT PAYMENT DUE \$ 3,800.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6) \$ 7,140.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Rowell Roofing, Inc.
By: [Signature]
State of: Mississippi
County of: Marion
Subscribed and sworn to before me this 11th day of January, 2023.
Date: January 11, 2023



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Notary Public: [Signature]
My commission expires: Sept. 15, 2025

AMOUNT CERTIFIED \$ 3,800.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this month	\$ 0.00	\$ 0.00
TOTAL	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$ 0.00	\$ 0.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G702™ - 1992. Copyright © 1993, 1995, 1998, 1999, 2003, 2007, 2011, 2015, 2017, 2018, 2019, 2020, 2021, 2022 by The American Institute of Architects. All rights reserved. This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Minutes of February 9, 2023
 Mayor and Board of Aldermen

AIA Document G703™ - 1992

Continuation Sheet

AIA Document G703™ - 1992, Application and Certificate for Payment, or G732™ - 2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
 APPLICATION DATE: 1/11/23
 PERIOD TO: 1/1/23
 ARCHITECT'S PROJECT NO: 1231

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (if variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Setup/Mobilization	2,300.00	2,300.00	0.00	0.00	0.00	2,300.00	0.00	115.00
2	Base Layer Poly-Iso	5,700.00	5,700.00	0.00	0.00	0.00	5,700.00	0.00	285.00
3	Tapered Iso	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00	0.00	700.00
4	Fasteners/Adhesive	17,100.00	17,100.00	0.00	0.00	0.00	17,100.00	0.00	855.00
5	Coverboard	11,400.00	11,400.00	0.00	0.00	0.00	11,400.00	0.00	570.00
6	Mod Bit Materials	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00	0.00	700.00
7	Roofing Labor	49,700.00	45,700.00	4,000.00	0.00	0.00	49,700.00	0.00	2,485.00
8	Gutters & Downspouts	9,200.00	9,200.00	0.00	0.00	0.00	9,200.00	0.00	480.00
9	Trash, Travel, Toilet	11,350.00	11,350.00	0.00	0.00	0.00	11,350.00	0.00	567.50
10	Bond, Insurance	2,850.00	2,850.00	0.00	0.00	0.00	2,850.00	0.00	142.50
11	Taxes	5,200.00	5,200.00	0.00	0.00	0.00	5,200.00	0.00	260.00
GRAND TOTAL		142,800.00	138,800.00	4,000.00	0.00	0.00	142,800.00	0.00	7,140.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.
 AIA Document G703™ - 1992, Copyright © 1993, 1985, 1980, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law. It is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the American Institute of Architects. For more information, contact the American Institute of Architects, 1735 M Street, N.W., Washington, D.C. 20036. Telephone: (202) 639-5000. Fax: (202) 639-5001. E-mail: aia@aiagroup.org

Minutes of February 9, 2023
Mayor and Board of Aldermen

AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:
 PROJECT: Long Beach Library
 Root Repairs
 City of Long Beach
 P O Box 929
 Long Beach, MS 39560

FROM CONTRACTOR:
 VIA ARCHITECT:
 Overstreet & Associates, PLLC
 PO Box 647
 Columbia MS 39429-0647

APPLICATION NO: 1-1/23
PERIOD TO: 1-1/23
CONTRACT FOR: Re-roofing
CONTRACT DATE: 1/23
PROJECT NOS: 231

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

- AIA Document G702™, Continuation Sheet, is attached.
1. ORIGINAL CONTRACT SUM \$ 142,800.00
 2. NET CHANGE BY CHANGE ORDERS \$ 0.00
 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 142,800.00
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 142,800.00

5. RETAINAGE:
- a. 0.0 % of Completed Work (Column D + E on G703) \$ 0.00
 - b. 0.0 % of Stored Material (Column F on G703) \$ 0.00
- Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 142,800.00
 (Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 135,660.00
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 7,140.00
 (Line 3 minus Line 6)

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	0.00	\$ 0.00
Total approved this month	\$	0.00	\$ 0.00
TOTAL	\$	0.00	\$ 0.00
NET CHANGES by Change Order	\$	0.00	\$ 0.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be observed and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Rowell Roofing, Inc.
 By: *[Signature]*
 State of: Mississippi
 County of: Marion
 Subscribed and sworn to before me this _____ day of _____
 Notary Public: *[Signature]*
 My commission expires: Sept. 15, 2025

Date: 1/11/23



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the information in this application, the Architect certifies to the Owner (i.e., to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 7,140.00
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet with the amount certified.)

ARCHITECT: *[Signature]*
 By: *[Signature]*
 Date: 1/18/23

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Minutes of February 9, 2023
 Mayor and Board of Aldermen



Continuation Sheet

AIA Document G703™, 1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1/11/23
 APPLICATION DATE: 1/11/23
 PERIOD TO: 1231
 ARCHITECT'S PROJECT NO: 1231

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>	H BALANCE TO FINISH <i>(C-G)</i>	I RETAINAGE <i>(If variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>						
1	Setup/Mobilization	2,300.00	2,300.00	0.00	0.00	0.00	2,300.00	0.00	0.00
2	Base Layer Poly-Iso	5,700.00	5,700.00	0.00	0.00	0.00	5,700.00	0.00	0.00
3	Tapered Iso	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00	0.00	0.00
4	Fasteners/Adhesive	17,100.00	17,100.00	0.00	0.00	0.00	17,100.00	0.00	0.00
5	Coverboard	11,400.00	11,400.00	0.00	0.00	0.00	11,400.00	0.00	0.00
6	Mod Bit Materials	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00	0.00	0.00
7	Roofing Labor	49,700.00	49,700.00	0.00	0.00	0.00	49,700.00	0.00	0.00
8	Gutters & Downspouts	9,200.00	9,200.00	0.00	0.00	0.00	9,200.00	0.00	0.00
9	Trash, Travel, Toilet	11,350.00	11,350.00	0.00	0.00	0.00	11,350.00	0.00	0.00
10	Bond, Insurance,	2,850.00	2,850.00	0.00	0.00	0.00	2,850.00	0.00	0.00
11	Taxes	5,200.00	5,200.00	0.00	0.00	0.00	5,200.00	0.00	0.00
GRAND TOTAL		142,800.00	142,800.00	0.00	0.00	0.00	142,800.00	0.00	0.00

CAUTION: You should sign an original AIA Contract Document, on which this test appears in RED. An original assures that changes will not be obscured.

AIA Document G703™ - 1992. Copyright © 1993, 1995, 1996, 1997, 1976, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorised reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org 199-2624

Minutes of February 9, 2023 Mayor and Board of Aldermen



Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Long Beach Library - Roof Repairs	ARCHITECT'S PROJECT NUMBER:	<input type="checkbox"/> OWNER
TO OWNER: <i>(Name and address)</i> City of Long Beach P O Box 929 Long Beach, MS 39560	CONTRACT FOR: Roofing / Reroofing	<input type="checkbox"/> ARCHITECT
CONTRACT DATED: 9/20/2022	<input type="checkbox"/> CONTRACTOR	<input type="checkbox"/> SURETY
		<input type="checkbox"/> OTHER

STATE OF: Mississippi
COUNTY OF: Marion

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied 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 Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety to Final Payment, may be used for this purpose.
Indicate attachment: Yes No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
3. Contractor's Affidavit of Release of Liens (AIA Document G706A™)

CONTRACTOR: *(Name and address)*
Rowell Roofing, Inc.
P. O. Box 647
Columbia, MS 39429

BY:
(Signature of authorized representative)
Jason Koenenn, Vice President

(Printed name and title)



Subscribed and sworn to before me on this date: 12/9/2022

Notary Public:

My Commission Expires: September 15, 2025

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G706™ - 1994. Copyright © 1970 and 1994 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail: The American Institute of Architects' legal counsel, copyright@aia.org.

Minutes of February 9, 2023 Mayor and Board of Aldermen

AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Long Beach Library - Roof Repairs	ARCHITECT'S PROJECT NUMBER:	OWNER <input type="checkbox"/>
	CONTRACT FOR: Roofing/Reroofing	ARCHITECT <input type="checkbox"/>
		CONTRACTOR <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Long Beach P O Box 929 Long Beach, MS 39560	CONTRACT DATED: 9/20/2022	SURETY <input type="checkbox"/>
		OTHER <input type="checkbox"/>

STATE OF: Mississippi
COUNTY OF: Marion

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:
None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

12/9/2022



CONTRACTOR: *(Name and address)*
Rowell Roofing, Inc.
P. O. Box 647
Columbia, MS 39429

BY: 
(Signature of authorized representative)

Jason Koenenn, Vice President
(Printed name and title)

Subscribed and sworn to before me on this date: 12/9/2022

Notary Public: 

My Commission Expires September 15, 2025

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G706A[™] – 1994. Copyright © 1970 and 1994 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, contact The American Institute of Architects' legal counsel. Copyright © 2019 AIA.

Minutes of February 9, 2023 Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/17/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cadence Insurance 16 Thompson Park Hattiesburg MS 39401	CONTACT NAME: Daphne Coleman PHONE (INS. No. Ext): 601-654-7321 FAX (AG. No): 677-288-0152 E-MAIL Address: daphne.coleman@bxi.com														
INSURED Rowell Roofing Inc. P. O. Box 647 Columbia MS 39429	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C: Builders Mutual Insurance Company</td> <td>10844</td> </tr> <tr> <td>INSURER D: Argonaut Insurance Company</td> <td>19801</td> </tr> <tr> <td>INSURER E: Columbia Casualty Company</td> <td>31127</td> </tr> <tr> <td>INSURER F: Valley Forge Insurance Co</td> <td>20508</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire Insurance Co of Hartford	20478	INSURER B: Continental Insurance Company	35289	INSURER C: Builders Mutual Insurance Company	10844	INSURER D: Argonaut Insurance Company	19801	INSURER E: Columbia Casualty Company	31127	INSURER F: Valley Forge Insurance Co	20508
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: National Fire Insurance Co of Hartford	20478														
INSURER B: Continental Insurance Company	35289														
INSURER C: Builders Mutual Insurance Company	10844														
INSURER D: Argonaut Insurance Company	19801														
INSURER E: Columbia Casualty Company	31127														
INSURER F: Valley Forge Insurance Co	20508														

COVERAGES **CERTIFICATE NUMBER: 1182083356** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD L WVD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:		1022307327	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
F	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		1022307330	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$ 10,000		1022307358	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	<input checked="" type="checkbox"/> 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	PWC101555601 WC928688760004	7/30/2022 7/30/2022	7/30/2023 7/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER AL, MS, TN E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input checked="" type="checkbox"/> Contr Pnt/EAO Installation Floater - See below Rented Leased Equip - See below		C5091856724	5/1/2022	5/1/2023	Claims Made \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
INSTALLATION FLOATER:
 Carrier: Continental Casualty Company
 NAIC#: 20443
 Effective: 5-1-2022 Expiration 5-1-2023
 Limit: \$2,000,000 All jobsites

RENTED/LEASED EQUIPMENT:
 Carrier: Continental Casualty Company
 See Attached...

CERTIFICATE HOLDER City of Long Beach, Mississippi P O Box 929 Long Beach MS 39560	CANCELLATION 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
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

Minutes of February 9, 2023 Mayor and Board of Aldermen

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Cadence Insurance		NAMED INSURED Rowell Roofing Inc. P. O. Box 847 Columbia MS 39429	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

NAIC#: 20443
 Effective: 5-1-2022 Expiration 5-1-2023
 Limit: \$200,000

THE FOLLOWING COVERAGES/PROVISIONS/ENDORSEMENTS ARE PROVIDED TO CERTIFICATE HOLDER(S), ANY PERSON(S) OR ORGANIZATION(S) ONLY WHEN THE NAMED INSURED HAS AGREED TO DO SO IN A WRITTEN CONTRACT/AGREEMENT -

General Liability:
 Blanket Additional Insured (Form CNA74705XX 01-15) including Products-Completed Operations coverage provided applying on a primary and non-contributory basis (Form CNA74705XX (1-15)).
 Blanket Waiver of Subrogation (Form CNA74705XX (1-15))
 Liability assumed in an "Insured Contract" as defined by Form CG0001 10/01.
 General Aggregate applies on a per project basis (Form CNA74705XX (1-15)).

Automobile Liability:
 Blanket Additional Insured (Form CNA71526XX 10-2012) coverage provided applying on a primary and non-contributory basis (Form CNA71527XX 10-2012)
 Blanket Waiver of Subrogation (Form CA 04 44 10-2013).

Workers Compensation:
 Blanket Waiver of Subrogation (Form WCS90313A (8-1-2017))
 Excluded Officers - Randy Rowell, Jason Koenenn, Renee Rowell Koenenn

Umbrella:
 Blanket Additional Insured (Form CNA75504XX (03-2015) with coverage provided applying on a primary and non-contributory basis and Waiver of Subrogation.
 Coverage is excess follow form of scheduled underlying policies: General Liability, Automobile Liability and Employers Liability (workers compensation) (Form CNA75504XX (03-2015)).

Project: Long Beach Library, OA Project No. 1231

Per the provisions stated above, when the named insured has agreed in a written contract City of Long Beach, Mississippi and Overstreet & Associates, PLLC are included as Additional Insured with respect to General Liability, Automobile Liability and Umbrella.

Minutes of February 9, 2023
Mayor and Board of Aldermen

 **AIA** Document G707™ – 1994

Consent Of Surety to Final Payment

Form # 107661525

PROJECT: <i>(Name and address)</i> Long Beach Library - Roof Repairs Long Beach, MS	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)*

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183-6014

, SURETY,

on bond of

(Insert name and address of Contractor)

Rowell Roofing, Inc.
P. O. Box 647
Columbia, MS 39429

, 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: January 3rd, 2023
(Insert in writing the month followed by the numeric date and year.)

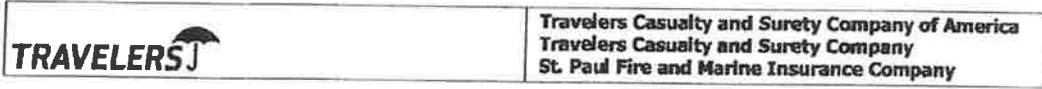
Travelers Casualty and Surety Company of America
(Surety)


(Signature of authorized representative)

Kimberly B. Barhum, Attorney-in-Fact
(Printed name and title)

Attest:
(Seal): Becky Moses

Minutes of February 9, 2023 Mayor and Board of Aldermen



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KIMBERLY B BARHUM** of **GULFPORT** **Mississippi**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 3rd day of January, 2023




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

**Minutes of February 9, 2023
Mayor and Board of Aldermen**

ROWELL ROOFING, INC.

COMMERCIAL & INDUSTRIAL ROOFING

170 INDUSTRIAL PARK ROAD
P. O. BOX 647
COLUMBIA, MS 39429

• PHONE (601) 736-9494
• FAX (601) 736-8015



December 9, 2022

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

RE: Long Beach Library – Roof Repairs

We, the undersigned, do warrant to The City of Long Beach, Warrantee, the roofing, including flashing and sheet metal work on the referenced project, to be free from defects in materials and workmanship for a period of two (2) years from December 9, 2022, the date of substantial completion.

Said guarantee warrants entire roofing area and/or waterproofed area against any undue wear, deterioration, or leakage of any components, due to faulty material and/or workmanship. Guarantee excludes acts of violence, God or natural disasters. In the event of any such failure and/or leakage, we, the Warrantor shall, at no cost to the Warrantee, repair such failure in a substantial and satisfactory manner and said repair shall be subject to the approval of the Warrantee and shall be warranted for the duration of the original warranty period.

This warranty is void unless Rowell Roofing Inc. is paid in full for all services rendered on this project.

Very truly yours,
Rowell Roofing, Inc.

By: 
Jason Koenenn, Vice President

Subscribed and sworn to me this 9th day of December, 2022.

Notary Public:  Commission Expires: September 15, 2025



**Minutes of February 9, 2023
Mayor and Board of Aldermen**



Warranty No.: 101-023207

Platinum NDL Roofing Warranty

Building Name: Long Beach Library		
Building Address: 209 Jeff Davis Avenue, Long Beach, MS 39560		
Roof Section: N/A		
Owner Name: City of Long Beach		
Owner Address: P.O. Box 929, Long Beach, MS 39560		
Contractor: Rowell Roofing Inc., P.O. Box 647, Columbia, MS 39429		
Total Squares: 63	Roofing Material: SopraSmart Board/48	Flashing Material: 32.48
Term of Warranty: 20 Years	Warranty Start Date: 12.09.2022	Warranty End Date: 12.09.2042

Express Warranty

SOPREMA, Inc., an Ohio corporation, warrants to you that your SOPREMA® roofing will remain watertight for the full term of this warranty. This warranty is made subject to all the terms, conditions, and limitations set forth below.

Reporting Claims

To report a claim, follow the procedure set forth in Form 900 – Warranty Claim Procedure.

Remedy

When you make a valid claim, SOPREMA will provide the labor and material necessary to return the roofing to a watertight condition.

NOTICES

THE WARRANTY EXPRESSED IN THIS DOCUMENT SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

THE ABOVE-STATED REMEDY IS YOUR SOLE AND EXCLUSIVE REMEDY AGAINST SOPREMA.

IN NO EVENT IS SOPREMA LIABLE TO YOU OR ANY OCCUPANT OF THE BUILDING FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR OTHER SIMILAR DAMAGES.

This warranty document includes all of the following:

1. The Terms, Conditions and Limitations printed on the reverse.
2. Form 900 – Warranty Claim Procedure.
3. Form 901 – Care and Maintenance Guide.

This warranty is not valid until activated. To be activated, it must be signed by Owner and returned to SOPREMA. Activation must occur within three months after the Warranty Start Date stated above, or any later date agreed to by SOPREMA. Once activated, the warranty is effective retroactive to the Warranty Start Date.

SOPREMA, Inc.

Owner:

By: Tim Kersey
Name: Tim Kersey
Title: CEO-U.S. Operations
Date: 12.09.2022

By: [Signature]
Name:
Title:
Date:

Minutes of February 9, 2023

Mayor and Board of Aldermen



Warranty No.: 101-023207

CARE AND MAINTENANCE GUIDE

A routine Care and Maintenance program is fundamental to the long-term performance of your roofing or waterproofing. For roofing and above-grade waterproofing, you, as the Owner, are responsible for ensuring that a minimum of two documented Care and Maintenance inspections are conducted and recorded each year. For areas that are concealed from direct view, record and correct any observable conditions that may have an adverse affect on the roofing or waterproofing.

Required Care and Maintenance:

A Care and Maintenance log, or similar record, is the minimum requirement to document care and maintenance. See the reverse side of this document for an example of a Care and Maintenance Log. The following activities are required:

- **Date of Inspection:** The minimum requirement is two times per year.
- **Inspected by:** Name and signature.
- **Conditions:** Record observations of accessible roofing or waterproofing membranes and membrane flashings at all edges, terminations and penetrations. Record observations of any other conditions that may have an effect on the roofing or waterproofing.
- **Leaks:** Document all roofing or waterproofing leaks. Refer to Form 900 – Warranty Claim Procedure.
- **Repairs and Modifications:** Date of all work, and the individual or company who completed work that may have an effect on the roofing or waterproofing.

When to complete Care and Maintenance:

Roofing or waterproofing inspections are required at least two times per year, ideally in the spring and fall. Be sure to document each date the roofing or waterproofing is accessed for the purposes of an inspection, maintenance or other work that may have an effect on the roofing or waterproofing. It is recommended that you inspect and document conditions after all severe exposures, such as seismic events, flooding, high winds, or excessive snow, ice, rain or hail. It is also recommended that you inspect and document conditions during and after equipment maintenance and adjacent building work.

Limit Access:

For areas of the roofing or waterproofing not designated for traffic, we recommend you limit access to authorized personnel only and require all individuals to register or sign in. It is good practice to post a sign at all access points that includes the following statement: "STOP. ACCESS RESTRICTED TO AUTHORIZED PERSONNEL ONLY." At your request, SOPREMA will provide you with signs.

Care and Maintenance Inspections:

Record your observations of the roofing or waterproofing as well as conditions at all edges, terminations and penetrations. Record conditions for evidence of physical damage, displacement, open membrane laps, accumulation of sediments or debris, or other conditions that may have an effect on the roofing or waterproofing. Record the condition of adjacent walls, sealants, coatings, equipment, sheet metal flashings, pipes, pitch pans, drains, scuppers, pavers, garden roof components, and any unusual exposures or conditions that may have an effect on the roofing or waterproofing.

Completing Care and Maintenance:

It is your responsibility to promptly correct all deficiencies observed during Care and Maintenance inspections. SOPREMA encourages you to retain the services of a professional contractor or consultant if you do not have personnel qualified to conduct routine Care and Maintenance. All roofing and waterproofing repairs and modifications must be performed by an authorized contractor retained by you. Temporary emergency repairs may be made to the roofing or waterproofing as allowed under the terms and conditions of the warranty. In the event of significant damage, it is prudent for you to retain the services of a roofing or waterproofing professional, and notify your insurance carrier where applicable.

Cleaning the Roofing or Waterproofing:

The roofing or waterproofing must be maintained free of debris that may result in damage. When necessary, low-pressure tap water dispensed from a garden hose and/or soft bristle brooms may be used to remove dirt and debris from the surface of the roofing or waterproofing. Where permissible, mild detergents may be used to clean surfaces, then use clean water to remove the detergent. Prevent dirt, debris and other inappropriate materials from entering storm drainage systems. Tools that may damage the roofing or waterproofing, such as metal shovels and rakes, should NOT be used. High-pressure water should NOT be used unless specifically authorized by SOPREMA. Owner / contractor are responsible to verify that all cleaning operations meet required regulatory environmental requirements. Contact SOPREMA prior to cleaning products with foil or film surfaces.

Documenting Warranty Claims:

Refer to Form 900 – Warranty Claim Procedure, included with your SOPREMA warranty. All valid claims must include a copy of your Care and Maintenance log.

Additional Resource:

For further information and guidance, you may wish to review the Manual of Roof Maintenance and Repair jointly published by the National Roofing Contractors Association and the Asphalt Roofing Manufacturers Association, or other applicable industry publications.

This SOPREMA Care and Maintenance Guide include the minimum requirements of your SOPREMA Warranty. Additional care and maintenance beyond these minimum requirements is encouraged.

(Form 901)

(08/2016)

**Minutes of February 9, 2023
Mayor and Board of Aldermen**

**Care and Maintenance Log:
(Sample)**

Instructions: The following activities are required to be completed and documented two (2) times per year as a record of care and maintenance:

Date of Inspection: _____

Inspected by (Name): _____

Conditions: Record observations of accessible roofing and waterproofing as well as conditions at all edges, terminations and penetrations. Record observations of any other conditions that may have an effect on the roofing or waterproofing.

Leaks: Document all roofing or waterproofing leaks. Refer to Form 900 – Warranty Claim Procedure.

Repairs and Modifications: Date of all work, and the individual or company who completed work that may have an effect on the roofing or waterproofing.

Other information observed or noted that may have an effect on the roofing or waterproofing:

Inspected by (Signature): _____

Minutes of February 9, 2023 Mayor and Board of Aldermen



WARRANTY CLAIM PROCEDURE

Warranty claims are required to be submitted within 30 days after a leak or other related issue is discovered, unless a different notice period is expressed in a rider. Time is of the essence. Claims are to be submitted to SOPREMA's Warranty Claim Administrator. Contact information is provided below.

SOPREMA will initiate the claim process when all of the following items have been received:

1. Completed Warranty Claim Form (available here: https://www.sopraconnect.com/Warranty/Warranty_ClaimRequest.aspx).
2. Photos or other documentation of the conditions you believe give rise to the claim (preferably submitted with warranty claim).
3. A copy of your Care and Maintenance log (preferably submitted with warranty claim).
4. Your Warranty Number as indicated on your warranty.

For wind-related claims, the following additional items are to be submitted: (1) a signed and sealed report by a licensed professional engineer documenting findings that identify and support the cause(s) of the damage resulting in the leak, and (2) wind speed data from a rooftop anemometer or other wind speed data collection point for the period of time from the effective date of the Warranty to the date of the claim (or, if such data was submitted in connection with a prior claim, from the end date of the prior data to the date of the claim).

Upon receipt of a properly documented warranty claim, SOPREMA will determine if a site visit is desired. If so, you will be contacted in order to coordinate arrangements. You agree to provide SOPREMA and its designees with prompt, free, safe and ready access through a roof hatch or door to roofing or waterproofing surfaces that are free of snow, ice, and any other obstructions. If there is not a roof hatch or door available, then you agree to provide a suitable ladder. You agree to provide access during normal business hours or, if requested, other times. SOPREMA agrees to follow any safety and security protocols you have in place for visitors.

When SOPREMA determines the claim is valid, SOPREMA will remedy the leak in an expeditious manner. Conditions may vary, thus the remedy and timetable may vary as well. The decisions of SOPREMA with respect to the validity of claims and the scope, manner, and timetable of repairs are final and binding.

In making warranty repairs, SOPREMA will attempt to closely match materials and colors, as inventories allow. Authorized warranty repairs shall become subject to the warranty, but do not extend its term.

Should an investigation reveal that a claim is not covered by the warranty, you will be promptly notified as to why. Should you abuse the claims process, you may be invoiced for the investigation expenses incurred by SOPREMA. If invoiced, then it is your responsibility to pay within 30 days.

It is your responsibility to remedy any condition, not covered by the warranty, that has an adverse effect on the roofing or waterproofing. If you remedy the condition within a reasonable time, then the warranty will remain in effect for the unexpired portion of its term. Failure to address repairs or related issues in a timely and reasonable fashion could result in conditions not covered by the warranty. It is your responsibility to remedy conditions not covered by the warranty that may have an effect on the building or its occupancy, including other damages, safety, codes, laws and regulations.

For additional information contact:

SOPREMA, Inc.
Warranty Claim Administrator
201 Quadral Drive
Wadsworth, Ohio 44281-9571
Phone: (330) 334-0066
Fax: (330) 334-7903
Email: warrantyclaims@soprema.us

**Minutes of February 9, 2023
Mayor and Board of Aldermen**



Dear Building Owner:

Thank you for choosing SOPREMA Inc. for your roofing needs! Enclosed are your original SOPREMA Inc. Warranty Documents.

In order for the warranty document to be valid a copy must be signed and returned to SOPREMA Inc. within three (3) months of its issue date. There are two (2) copies provided for your signature, one original for you to retain for your records and one copy that is highlighted to be returned to SOPREMA Inc. in the enclosed envelope.

SOPREMA Inc. products are time proven for quality, durability and reliability. If at any time you experience any problems or have any questions, please contact our Warranty Department at 800-356-3521, Monday through Friday from 8:00 a.m. to 5:00 p.m., Eastern Time.

For your convenience we have also included in this packet copies of the following:

- Roof Care & Maintenance Guide
- Warranty Claim Procedure
- Warranty Transfer Form
- Roof Hatch Sign

Sincerely,

SOPREMA, INC.

**Patricia Hornoff
Administrative Manager
Warranty Department**

310 QUADRAL DRIVE • WADSWORTH, OHIO 44281 • Ph. 330.334.0066 • Toll Free 800.356.3521 • Fax 330.334.4289 • WWW.SOPREMA.US

**Minutes of February 9, 2023
Mayor and Board of Aldermen**



Request for Warranty Transfer

Warranty Number:		Warranty Start Date:	
Building Name:			
Building Address:			
City:	State:	Zip:	
Onsite Contact Name:			
Onsite Contact Phone Number:			
Onsite Contact Email Address:			
New Owner's Name:			
New Owner's Address:			
City:	State:	Zip:	

Once all of the following steps have been successfully completed, SOPREMA will deliver a Transfer Rider to you, the effect of which will be to transfer ownership of the warranty to New Owner:

1. Complete all of the information requested above, and then sign and date this form in the space provided below.
2. Return the completed form to: SOPREMA, Inc. Warranty Department, 201 Quadral Drive, Wadsworth, OH 44281-9571, along with a check in the amount of \$1,500 made payable to SOPREMA, Inc. Following receipt, SOPREMA will conduct a site visit and notify you of any repairs you must perform as a condition to warranty transfer.
3. Complete any required repairs to the satisfaction of SOPREMA.

By signing and returning this form, New Owner accepts all of the terms of the warranty. The person signing this form represents and warrants to SOPREMA that he or she is an authorized agent of New Owner.

Signature: _____

Title of Person Signing: _____

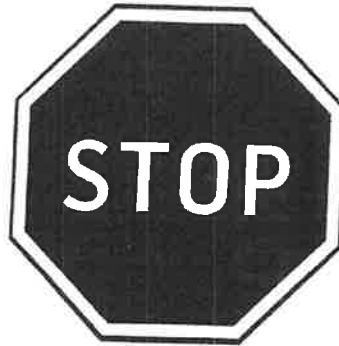
Email Address: _____

Date: _____

For additional information contact: SOPREMA, Inc.
 Warranty Administrator
 201 Quadral Drive
 Wadsworth, Ohio 44281-9571
 Phone: (330) 334-0066
 Email: sopremawarrantydepartment@soprema.us

(05/2017)

Minutes of February 9, 2023
Mayor and Board of Aldermen



YOU ARE ABOUT TO ACCESS A WARRANTED ROOF.

ROOF ACCESS IS RESTRICTED TO AUTHORIZED PERSONNEL ONLY. PLEASE OBSERVE THE FOLLOWING PRECAUTIONS:

- PROTECT THE ROOF MEMBRANE FROM ALL FORMS OF DAMAGE INCLUDING; BUT NOT LIMITED TO:
 - SPILLS
 - CONTAMINANTS
 - DEBRIS
 - BURNS
- STAY ON WALKWAYS (WHEN PROVIDED)
- IMMEDIATELY NOTIFY BUILDING MANAGEMENT SHOULD ANY DAMAGE OR SPILLAGE OCCUR
- NO SMOKING

001/00

**Minutes of February 9, 2023
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Service Agreement with KBM Solutions, Inc. for City Hall HVAC and authorize the Mayor to execute same:

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



630 Delmas Ave., Suite B
Pascagoula, MS 39567
228-967-7137

January 19, 2023

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

**RE: Quarterly Maintenance Program
Long Beach City Hall HVAC System Repairs**

Ladies and Gentlemen:

The City has previously approved a 2-year quarterly maintenance program for the LB City Hall HVAC system. The Contractor has prepared the attached service agreement, which indicates the anticipated service dates and matches the previously approved cost for the work. We recommend that the City authorize the Mayor to execute this agreement which will be paid as maintenance services are rendered.

Sincerely,



David Ball, P.E.

DB:1145
Attachment


Minutes of February 9, 2023 Mayor and Board of Aldermen



113 Red Hill Church Rd
Lumberton, MS 39455
Office: 601-928-6493
Fax: 601-928-5216

Service agreement

Project: Long Beach City Hall Quarterly maintenance
Date: 12/21/22

Description
<p>2 year Quarterly maintenance this includes, changing owner supplied filters, cleaning drain lines, coils, adjusting belts, trending units for proper performance, making any needed adjustments to keep equipment performing at its peak.</p> <p>Each Quarter \$1674.40 2 year total \$13,395.20 First maintenance completed 12/22. Then on the schedule as follows: 3-2022 6-2022 9-2022 12-2022 3-2023 6-2023 9-2023</p>
<p>_____</p> <p>Casey Blanchard, KBM Solutions</p>
<p></p> <p>City of Long Beach Mayor</p>

KBM Solutions, LLC
113 Red Hill Church Rd. Lumberton, MS 39455
Office: 601-928-6493 Fax: 601-928-5216

casey@kbmsolution.com	ken@kbmsolution.com	katie@kbmsolution.com
cell: 601-916-0782	cell: 601-916-0785	cell: 601-365-9242

Minutes of February 9, 2023
Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Brown and
unanimously carried to approve the following bid schedule for Fire Station #3:

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



630 Delmas Ave., Suite B
Pascagoula, MS 39567
228-967-7137

February 3, 2023

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

RE: Fire Station No. 3

Ladies and Gentlemen:

We have nearly completed the Bid Documents for the referenced project and are therefore ready to request competitive bids for the construction of the project. Therefore, we recommend the following advertising schedule:

Authorize Advertisement:	February 9, 2023
First Advertisement:	February 24, 2023
Second Advertisement:	March 1, 2023
Receive Bids:	March 28, 2023

If approved, we hope to have a Bid Tabulation and Recommendation of Award at the April 4, 2023 meeting.

Sincerely,

David Ball, P.E.

DB:1245

**Minutes of February 9, 2023
Mayor and Board of Aldermen**

There came on for discussion Water System Improvements – Water Quality Complaints, whereupon City Engineer David Ball provided the following:

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



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

630 Delmas Ave., Suite B
Pascagoula, MS 39567
228-967-7137

January 13, 2023

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

RE: Water System Improvements – Dirty Water complaints

Ladies and Gentlemen:

At the previous meeting, the Board requested that we work with Public Works to develop solutions for the dirty water complaints in the City, which certainly seem focused in the southwest area of the City. To that end, the following steps have been taken:

1. Public Works has located a valve at the north end of Markham Dr. which was closed, creating a "dead end" situation. This valve has been opened, which will restore looped flow, improving the movement of water in the system, which we believe will help with the dirty water complaints in that area.
2. Public Works has coordinate with the Harr. County Utility Authority (HCUA) to open a custody transfer station connecting the HCUA water system with the City's water system at the corner of Beatline Rd. & Railroad St. This should create an input of potable water which will lessen the City's required production of water from wells.
3. We've created a map which shows the "density" of dirty water complaints in the City over the last year, which is attached hereto. This map could be used to focus our efforts on the worst areas.

It's likely that the steps taken by Public Works to physically change the operation of the water system will make significant improvements to the water quality in the area. Therefore, it may be appropriate at this point to monitor the system for the expected water quality improvements. If the dirty water complaints continue, our initial thoughts at next steps are:

1. Install/repair automatic flushing valves as required. This will further improve the water flow in the area, which should lead to improved water quality.
2. Perform a water chemistry analysis of all wells, and analyze the need for adjustments to the chemical injection plan for the City's wells.

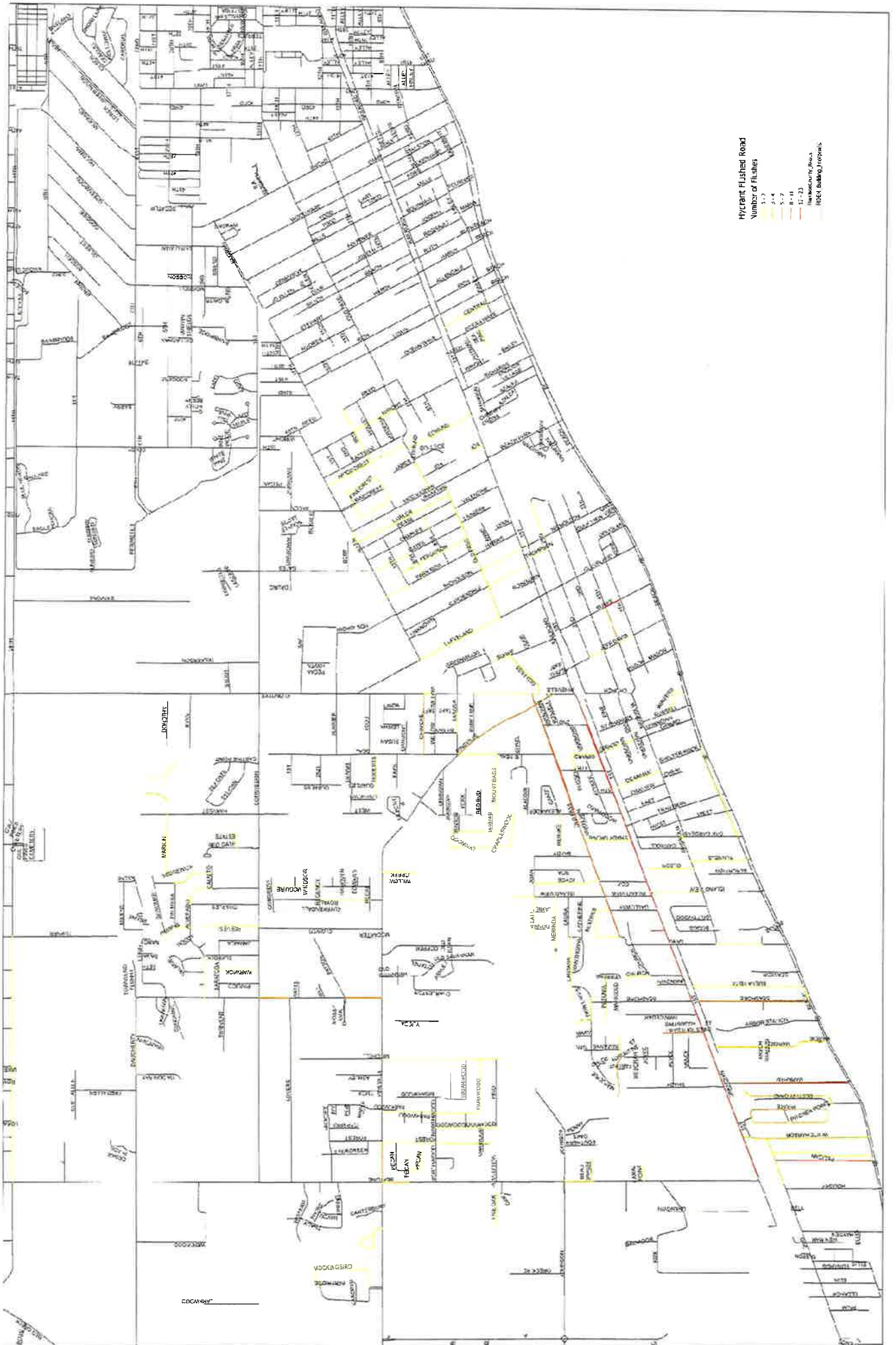
We hope the work performed to date will be sufficient; however, if dirty water complaints persist or if the City desires more action immediately, we are ready to continue our efforts.

Sincerely,

David Ball, P.E.

DB:539

Minutes of February 9, 2023 Mayor and Board of Aldermen



After further discussion, the Mayor asked the citizens to report if they continue to have water quality issues after these changes are implemented.

M.B. 101
02.09.23 Rec

Minutes of February 9, 2023
Mayor and Board of Aldermen

There came on for discussion Magnolia Run Subdivision – Offsite Drainage Analysis, whereupon City Engineer David Ball provided the following:

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



630 Delmas Ave., Suite B
Pascagoula, MS 39567
228-967-7137

MEMORANDUM

Date: 2/3/2023
To: City of Long Beach
From: David Ball, P.E.
Re: Magnolia Run S/D – Offsite Drainage Analysis

Per the Board's request, the Mayor has met with the developer of the referenced subdivision to determine the possibility of his participation in the off-site drainage improvements needed for this development to move forward. In that meeting, the following agreements were discussed:

1. The subdivision plans will be reviewed & modified until satisfactory to the City's ordinance/development requirements.
2. The developer would obtain all needed agreements and perform all work to convey drainage from the development outfall across private properties west to Daugherty Rd. This conveyance will likely be a ditch/swale within easements from the impacted properties to the City of Long Beach. The final details of the ditch/swale are yet to be determined.
3. The City will construct off-site improvements from the development outfall at Daugherty Rd. south along Daugherty, across Pineville Rd., and south in the existing ditch next to the private "Quipple Quail" driveway.
 - a. The developer's preliminary design shows that the outfall at Daugherty Rd. must be significantly deeper than existing, which we believe will necessitate the use of culverts to fill in the deep ditch there. This deeper condition also necessitates the improvements in the ditch further south of Pineville Rd.
 - b. These modifications require more improvements than estimated in our previous memos to the City. We estimate the total of all needed off-site improvements to collect the development runoff at Daugherty and to convey it south, across Pineville Rd., and thru the ditch south of Pineville Rd. at approximately **\$250,000** to design, bid, and construct.
4. These offsite improvements are believed to be needed currently, before any impacts from the development. In other words, these are pre-existing problems that the City may desire to repair regardless of the outcome of the development.

We understand that the developer has indicated that the private citizens that will be impacted will only cooperate with his efforts if the City will commit to performing the offsite improvements detailed above. Consequently, the development is likely unable to continue if the City elects not to perform these improvements.

After further discussion, Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to table this item until Mayor Bass, City Engineer David Ball, and Aldermen McCaffrey and McGoey can meet with the developer.

**Minutes of February 9, 2023
Mayor and Board of Aldermen**

There came on for discussion Automated External Defibrillator (AED) at the senior center, whereupon Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to take this item under advisement so that more information could be obtained.

The Mayor recognized the City Attorney for his report, whereupon no action was required or necessary.

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

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Patrick Bennett, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Angie Johnson, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Mike Brown, Ward 5

Alderman Pete L. McGoey, Ward 6

Date

ATTEST:

Kini Gonsoulin, Deputy City Clerk