

Minutes of October 19, 2021
Mayor and Board of Aldermen

MUNICIPAL DOCKET
REGULAR MEETING OF OCTOBER 19, 2021
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. PUBLIC HEARINGS
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET
- VII. APPROVE MINUTES:
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. October 5, 2021 Regular & Executive Session
 - 2. PLANNING & DEVELOPMENT COMMISSION
 - a. October 14, 2021 Regular
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):
 - 1. 101921
- IX. UNFINISHED BUSINESS
 - 1. Golf Cart Ordinance
- X. NEW BUSINESS
 - 1. Special Event App – Long Beach Historical Society; Cemetery Tour
 - 2. Special Event App & Waive Fee Request – First Baptist Church; Trunk or Treat
 - 3. Special Event App & Waive Fee Request – Methodist Church; Tailgating Event
 - 4. Special Event App & Waive Fee Request – Concert Choir; Christmas on the Ave.
 - 5. Town Green Waive Fee Request – LB Carnival Assoc; Fall Festival
 - 6. Mississippi Main Street Membership
 - 7. Authorize Advertisement – Long Beach Corridor – Phase 1
 - 8. Contract – Pickering Firm; Trautman Bayou
 - 9. Discussion – Merinda Lane Sidewalk – Alderman McCaffrey
 - 10. Discussion – Pineville Rd Asphalt Overlay After Construction
 - 11. Relocate Power 501 Jeff Davis Ave (Coastal Daiquiri) – Aldermen Brown & Frazer
 - 12. James “Buddy” Ray – Disputed Easement @ Rosalie Car Wash & Property @ Klondyke & Commission Intersection
- XI. DEPARTMENTAL BUSINESS
 - 1. MAYOR'S OFFICE
 - 2. PERSONNEL
 - a. Fire Dept – Promotion (1); New Hire (1)
 - b. Police Dept – FTO Pay (3); Education Pay (1); Step Increase (14)
 - c. Recreation – Step Increase (1)
 - d. Library – Resignation Part-Time (1)
 - e. Municipal Court – Pay Increase (1)
 - 3. CITY CLERK
 - a. Revenue/Expense Report September 2021
 - b. Engagement Letter Audit FY 2021
 - c. Budget Amendment FY 22; Building Office
 - 4. FIRE DEPARTMENT
 - a. Accept Grant – Fire House Subs
 - 5. POLICE DEPARTMENT
 - 6. ENGINEERING
 - a. Contract Amendment – Overstreet & Associates; Hurricane Zeta Repairs
 - 7. PUBLIC WORKS
 - 8. RECREATION
 - 9. BUILDING OFFICE
 - 10. HARBOR
 - 11. DERELICT PROPERTIES
- XII. REPORT FROM CITY ATTORNEY
- XIII. ADJOURN (OR) RECESS

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in October, 2021, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

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Mayor and Board of Aldermen**

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

Absent the meeting were Aldermen Donald Frazer and Timothy McCaffrey, Jr.

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

Alderman Johnson made motion seconded by Alderman Bennett and unanimously carried to approve the Regular and Executive Session minutes of the Mayor and Board of Aldermen dated October 5, 2021, as submitted.

Alderman Brown made motion seconded by Alderman Johnson and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated October 14, 2021, as submitted.

Alderman Johnson made motion seconded by Alderman Brown and unanimously carried to approve payment of invoices listed in Docket of Claims number 101921.

It came on for discussion Golf Cart Ordinance, whereupon Alderman Johnson provided a proposed amendment draft for review and comment. No action taken at this time.

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Alderman McGoey made motion seconded by Alderman Parker and unanimously carried to approve the following Special Events Application submitted by the Long Beach Historical Society for the Cemetery Tour:

October 19, 2021
Tuesday
Cemetery Tour
5:00pm - Till
Cemetery

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: 10/19/21 Time: 2:00 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 Historical Society

Organization Address: 645 Klondyke Rd Long Beach, MS, 39560

Organization Agent: Beth B. HANSEN Title: President

Phone: 864-6100 Home) (Cell 860-9495 During Event)

Agent's Address: 202 Boggs Cr L.B.

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

Event Name: Historical Society Cemetery Tour

Please give a brief description of the proposed special event:

Vocal Presentations AT five graves

Event Day (s) & Date (s): Tues. Oct. 19 '21 Event Time (s): 5:00 pm

Set-Up Date & Time: Oct. 19 Tear-Down Date & Time: _____

Event Location: City Cemetery - Girard & R.R. St

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

How many years has this event occurred? 6 or more before Covid

ADOPTED: 08.18.20-BOARD ACTION

Minutes of October 19, 2021 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.

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

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 October 19, 2021
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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:

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.

10/16/21
Date

Beth A. Hanson
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

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Event Title: Cemetery Tour 10/19/21, Tues, 5:00 pm t. 1

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: MM Recommended Approval: (YES) NO Est. Economic Impact: \$ 0

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

Public Works: JC Recommended Approval: (YES) NO Est. Economic Impact: \$ 0

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

Parks/Rec: RA 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

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Mayor and Board of Aldermen**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/11/2021

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 K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804		CONTACT NAME: Mass Merchandising Underwriting PHONE (A/C, No, Ext): 1-800-328-2317 FAX (A/C, No): 1-260-459-5502 EMAIL ADDRESS: info@eventinsurance-kk.com PRODUCER CUSTOMER ID:	
INSURED Long Beach Historical Society Inc. PO Box 244 Long Beach, MS 39560 A Member of the Sports, Leisure & Entertainment RPG		INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Company NAIC # 23787 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W02038647 **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	ADOL INSD	SUBR 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 Host Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6BRPG000007441800	10/19/2021 12:01 AM EDT	10/20/2021 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY LEGAL LIAB TO PARTICIPANTS COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY NOT PROVIDED WHILE IN HAWAII						EACH OCCURRENCE AGGREGATE
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PRIMARY MEDICAL EXCESS MEDICAL
	MEDICAL PAYMENTS FOR PARTICIPANTS						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Event Name: Cemetery tour; Event Date: 10/19/2021; # of attendees: 50
 Event Location: 217 Girard ave, long beach, Mississippi 39560
 The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER City Of Long Beach MS 201 Jeff Davis Ave Long Beach, MS 39560 (Owner/Lessor of Premises)	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
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Coverage is only extended to U.S. events and activities.
 ** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

**Minutes of October 19, 2021
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman Johnson and unanimously carried to approve the following Special Event Application submitted by First Baptist Church for a community Trunk or Treat event, and waive all applicable fees:



LARUE STEPHENS, PH.D., PASTOR
MATTHEW GADDY, MINISTER OF MUSIC
BRENDA DAVIS, MINISTER OF EDUCATION
JOHN JONES, STUDENT MINISTER

September 27, 2021

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

Dear Mayor Bass,

First Baptist Church of Long Beach is respectfully requesting consideration for fees to be waived for the use of the Town Green on October 31 from 5:00 – 7:00 p.m. for the purpose of hosting a community Trunk or Treat event. We are requesting the use of the full facilities at the Town Green, from the stage to the shoe-fly. There will be children's games on the grass lawn from the shoe-fly to the library. Additionally, there will be automobiles staged along 3rd Street, Jeff Davis Avenue, and 4th Street. We will not be using any of the school property.

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

Sincerely,

Dr. LaRue Stephens

300 NORTH CLEVELAND AVENUE • P. O. Box 338 • LONG BEACH, MS 39560
TELEPHONE: 228-864-2584 • FAX: 228-868-2913 • WWW.FBCLB.COM

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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: 10/27/21 Time: 9:20 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: First Baptist Church of Long Beach

Organization Address: 300 N. Cleveland Ave.

Organization Agent: Dr. J. Paul Stephens Title: Pastor

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

Agent's Address: 10 Citadel Circle, L.B. MS 39560

Agent's E-Mail Address: LPStep@fbclb.com

Event Name: Trunk or Treat

Please give a brief description of the proposed special event:

Families of our city are invited to bring their children to receive candy & gifts from over 35 trucks. A variety of games & music will be available for all to enjoy. We do this as a gift to the families of our city. No charge for Admission.

Event Day (s) & Date (s): October 31 2021 Event Time (s): 5:00-7:00 pm

Set-Up Date & Time: Oct. 31, 2:00 pm Tear-Down Date & Time: Oct. 31, 8:00 pm

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 (canceled last year due to Covid)

ADOPTED: 08.18.20-BOARD ACTION

Minutes of October 19, 2021 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: None Through Date/Time: _____

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

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

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.

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

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

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

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

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:

See Certificate of Liability Insurance ATTACHED.

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.

Sept 23, 2021
Date

J. Paul Stephens
Signature of Sponsoring Organization's Agent

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

ADOPTED: 08.18.20-BOARD ACTION

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Mayor and Board of Aldermen

Event Title: Trunk or Treat 10/31/21 5-7 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: [Signature] Recommended Approval: YES NO Est. Economic Impact: \$ [Signature]

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

Public Works: JC 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: \$ [Signature]

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

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Mayor and Board of Aldermen**


ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 09/23/2021
PRODUCER PERRETT INSURANCE AGENCY, LLC 114 Rowan Oak Place Terry, MS 39170	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Long Beach First Baptist Church PO Box 338 Long Beach, MS 39560	INSURERS ACCORDING TO COVERAGE	NAIC #
	INSURER A: GuideOne Mutual Insurance	15032
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	ADD'L INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: PRO- <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> JECT <input type="checkbox"/> LOC	1265-410	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> Compo. Ded. \$/ Collision Ded. \$				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (PER accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNERSHIP/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- OTH- TOR LIMITS ER E L EACH ACCIDENT \$ E L DISEASE-EA EMPLOYEE \$ E L DISEASE-POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Trunk or Treat Event at Town Green on October 31st, 2021

CERTIFICATE HOLDER City of Long Beach Long Beach, MS	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2001/08)

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October 31, 2021
Sunday
Trunk or Treat
2:00pm - 8:00pm
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):

First Baptist Church

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

Street Address: 300 N. Cleveland Ave.

City Long Beach State MS Zip 39560

Type of Event: Trunk or Treat

Start Time: 2:00 PM setup Actual event 5:00-7:00pm

Closing Time: 8:00 pm

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

October 31, 2021
Sunday (Date)
Town Green

The person(s) requesting this permit

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

Signature: J. Rue Stephens Date: Sept. 23, 2021

Rental Fee \$ 50.⁰⁰ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

Clean-up Fee \$ 200.⁰⁰ Receipt # _____ Date _____

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of October 19, 2021
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 Dr. J. Rub Stephens / FBC Long Beach do hereby release, acquit and forever discharge the City of Long Beach, Mississippi, and all of its respective agents, servants, employees, elected and non-elected officials, successors, predecessors, insurers, attorneys, and any and all other legal entities and persons, of and from any and all claims, demands, actions, damages, liability, or legal recourse of any type, and expenses (including attorneys' fees) in connection with or arising from or out of my use of the Town Green.

WHEREFORE, PREMISES CONSIDERED:

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

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

This, the 23rd day of September, 2021.

Authorized Signature Dr. J. Rub Stephens

Witness [Signature]

**Minutes of October 19, 2021
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 October 19, 2021
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 

**Minutes of October 19, 2021
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman McGoey and unanimously carried to approve the following Special Event Application submitted by First United Methodist Church for a community Football Tailgating event, and waive all applicable fees:



**FIRST UNITED METHODIST CHURCH
OF LONG BEACH**

**P.O. Box 375
Long Beach, MS
39560-6041
(228)863-9619**

Dear Long Beach Board of Alderman and Mayor Bass,

On behalf of the First United Methodist Church of Long Beach I am writing you to request the use of the Harper-McCaughan Town Green. We specifically would like to reserve the amphitheater and stage along with both gazebos, the shoofly, and restrooms from 7:00am to 4:00pm on Sunday November 7th.

We would like to host a football tailgating event. We would bring our own food and televisions and set up in different areas to watch the New Orleans Saints game. This event would be free of charge to the public and all would be welcome.

We would love nothing more that to celebrate and fellowship in the center of the city that we love so dearly. We are very excited about the progress of our great city and the direction in which she is headed.

It is our desire to serve the citizens of Long Beach. Your accommodation of the request along with the waiving of the rental fees would be greatly appreciated.

Thank you for your attention to this matter and for all you do for The Friendly City! Please let me know if you have any questions.

Sincerely,

Rev. Ben Barlow
228.806.2787
ben@thewelllongbeach.org

Minutes of October 19, 2021
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: 9/20/21 Time: _____ By: CS

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

Sponsoring Organization's Legal Name: Long Beach First United Methodist Church

Organization Address: 208 Pine Street, Long Beach, MS 39560

Organization Agent: Rev. Jon Kaufman Title: Senior Pastor

Phone: 228-863-9619 Home _____ Cell 662-279-4993 During Event

Agent's Address: Same as above

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

Event Name: Chock Fellowship Tailgate

Please give a brief description of the proposed special event:

Gathering after worship to eat and watch
the Saints game

Event Day (s) & Date (s): Nov. 7, 2021 Event Time (s): 11:00 am - 4:00 pm

Set-Up Date & Time: 11:00 Tear-Down Date & Time: 4 pm

Event Location: Town Green

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

How many years has this event occurred? N/A

ADOPTED: 08.18.20-BOARD ACTION

Minutes of October 19, 2021 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:

VENDORS: Food Concessions? YES 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.

ATTENDANCE: What is expected (estimated) attendance for this event? 100

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 October 19, 2021
Mayor and Board of Aldermen**

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

Need access to electrical outlets

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:

Attached

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.

9-22-2021
Date

Rev. Jon Kayman
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 October 19, 2021
Mayor and Board of Aldermen

Event Title: Football Tailgating Sunday 11/7 11:00-4:00

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: uy Recommended Approval: YES NO Est. Economic Impact: \$ 0

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

Public Works: 3C Recommended Approval: YES NO Est. Economic Impact: \$ 0

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

Parks/Rec: AF 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 October 19, 2021
Mayor and Board of Aldermen**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/29/2021

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 American Church Group -MS/LA PO Box 16747 Jackson, MS 39236-6747	CONTACT NAME: PHONE (A/C, No, Ext): (888) 908-3662 FAX (A/C, No): (877) 314-5382 E-MAIL ADDRESS: service.ms@americanchurchgroup.com INSURER(S) AFFORDING COVERAGE INSURER A: Brotherhood Mutual Insurance Company NAIC # 13528 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED First United Methodist Church Long Beach PO Box 375 Long Beach, MS 39560	


COVERAGES CERTIFICATE NUMBER: 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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	23M381564	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000.00 MED EXP (Any one person) \$ 10,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 3,000,000.00 PRODUCTS - COMP/OP AGG \$ 3,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

In accordance with the Additional Insureds provision endorsed to the policy in the Liability and Medical Coverage Form (BGL-11), the city of Long Beach is named as additional insured on policy #23M381564 in relation to the church fellowship tailgate event to be held on November 7, 2021

CERTIFICATE HOLDER City of Long Beach C/O city clerk's office 201 Jeff Davis Ave. 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 October 19, 2021
Mayor and Board of Aldermen

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

Bob Paul
228-669-7601

*November 7, 2021
Sunday
Football Tailgate
11:00 AM - 4:00 PM
Town Green*

TOWN GREEN

Group / Individual Name (Permit tee):

First United Methodist Church of Long Beach

Telephone Number: *228-863-9619*

Street Address: *208 Pine Street*

City: *Long Beach* State: *MS* Zip: *39560*

Type of Event: *Church Fellowship Conference - Pa*

Start Time: *11:00 AM*

Closing Time: *4:00 PM*

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

Nov. 7, 2021

(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 *Jon Kayman* Date: *9-22-21*

Rental Fee \$ _____ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of October 19, 2021
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, Rev. Jon Kaufman, 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 22nd day of September, 2021.

Authorized Signature Rev. Jon Kaufman, Pastor

Witness [Signature]

**Minutes of October 19, 2021
Mayor and Board of Aldermen**

LONG BEACH TOWN GREEN RULES AND REGULATIONS

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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.

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

Initial JK

Minutes of October 19, 2021
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**

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★ **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 JK _____

**Minutes of October 19, 2021
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman McGoey and unanimously carried to approve the following Special Event Application submitted by Long Beach Concert Choir for Christmas on the Avenue, and waive all applicable fees:



October 3, 2021

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

Dear Mayor Bass:

The purpose of this letter is to request a waiver of the fee to use the Town Green on Saturday, December 11, 2021, for the Long Beach High School Concert Choir's annual Christmas on the Avenue. This event is a fundraiser event so the choir students can participate in state honor choirs, accept international invitations to sing in cathedrals and other venues, and represent the city of Long Beach and the Long Beach School District in local, regional, and state competitions. Thank you for your consideration of our request.

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

Sincerely,

Kim Strebeck
President, Long Beach Concert Choir Association
228-596-5086

Minutes of October 19, 2021
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: 10/1/21 Time: 3:34 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: Long Beach Concert Choir Association

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

Organization Agent: Kim Strebeck Title: President

Phone: (228)863-6945 Home Cell (228)596-5086 During Event

Agent's Address: 220 McGuire Dr. Long Beach MS 39560

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

Event Name: Christmas On the Avenue

Please give a brief description of the proposed special event:

Long Beach High School Choir performances, school club and
Community vendors selling wares, food vendors

Event Day (s) & Date (s): 12-10-21 to 12-11-21 Event Time (s): 12:00 pm (12/10) - 5:00 pm (12/11)

Set-Up Date & Time: 12:00 pm 12/10/21 Tear-Down Date & Time: 5:00 pm 12/11/21

Event Location: Town Green Long Beach

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

How many years has this event occurred? 10+ years

ADOPTED: 08.18.20-BOARD ACTION

Minutes of October 19, 2021 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: N/A

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.

ATTENDANCE: What is expected (estimated) attendance for this event? 100+

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

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.

We request use of restroom facilities at the Town Green.

ADOPTED: 08.18.20-BOARD ACTION

**Minutes of October 19, 2021
Mayor and Board of Aldermen**

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

electricity

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:

Boat cleaning

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.

10/01/21
Date

Kim Stubeck
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 October 19, 2021
Mayor and Board of Aldermen

Event Title: Christmas On the Avenue 12/11

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: W Recommended Approval: YES NO Est. Economic Impact: \$ NA

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

Public Works: 3C Recommended Approval: YES NO Est. Economic Impact: \$ 0

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

Parks/Rec: RA 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 October 19, 2021
Mayor and Board of Aldermen

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

Bob Paul
228-669-7601

December 10+11-21
Friday set up
Saturday Event
12:00pm - 5:00pm
Christmas on the
Avenue
Town Green

TOWN GREEN

Group / Individual Name (Permit tee):

Long Beach Concert Choir Association

Telephone Number: (228) 596-5086

Street Address: 300 E. Old Pass Rd.

City Long Beach State MS Zip 39560

Type of Event: Christmas On the Avenue

Start Time: 12:00pm December 10, 2021

Closing Time: 5:00pm December 11, 2021

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on
12/10/21 @ 12:00p - 5:00p 12/11/21

(Date)
Down Green

The person(s) requesting this permit

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

Signature Kim Struck Date: 10/01/21

Rental Fee \$ _____ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of October 19, 2021
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 Long Beach Concert Choir Association, 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 1st day of October, 2021.

Authorized Signature Kim Strickland

Witness [Signature]

**Minutes of October 19, 2021
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 (18)

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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 (B)

**Minutes of October 19, 2021
Mayor and Board of Aldermen**

Due to a potential conflict, Alderman Johnson recused herself from the meeting.

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Special Event Application submitted by the Long Beach Carnival Association for the "Nightmare on Jeff Davis Avenue" event, and waive all applicable fees:

Dear Mayor Bass and The Long Beach Board of Alderman,

The Long Beach Carnival Association Inc. Team Ray/Mulherin are excited to announce our upcoming event "Nightmare on Jeff Davis Avenue" in which we would like to host at the Town Green on October 30, 2021.

Nightmare on Jeff Davis Avenue would be an event for children and adults. The event would host games, trunk or treat, food, entertainment and so much more. Set up would begin around 8:00am on October 30, 2021.

As members of our community, we'd love to invite you to join us! However, we need some extra help to make sure everything goes off without a hitch. We would like to know if you would please consider waiving the rental fee of the Town Green? This event will be a day for family and friends to enjoy the beautiful down town city of Long Beach.

Thank you so much for your support,
Sincerely,
Leigh Seal

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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: 10/5/21 Time: _____ By: CS

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

Sponsoring Organization's Legal Name: Carnival Association of Long Beach

Organization Address: P.O. Box 120 Long Beach, MS

Organization Agent: Elizabeth Mink Title: Event Chair

Phone (228) 326-9450 Home _____ Cell _____ During Event

Agent's Address: _____

Agent's E-Mail Address: elizabeth.mink99@gmail.com

Event Name: Nightmare on Jeff Davis

Please give a brief description of the proposed special event:

A Fall Festival, ~~with~~ with trunk-or-treat

Event Day (s) & Date (s): 10/30/2021 Event Time (s): 12pm-9pm

Set-Up Date & Time: Morning of Tear-Down Date & Time: Night of

Event Location: Town Green

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

How many years has this event occurred? 0 Years

ADOPTED: 08.18.20-BOARD ACTION

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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:

Parking around town green for use by the
trunk-or-treat jeeps

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.

ATTENDANCE: What is expected (estimated) attendance for this event? 75 families

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

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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:

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.

10/4/2021
Date

Elizabeth Mink
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

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Mayor and Board of Aldermen

Event Title: Carnival Assoc Trunk or Treat 10/30/21 Sat. 10:30 pm ^{noon -}

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

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

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

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

Parks/Rec: RS 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

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Mayor and Board of Aldermen

October 30, 2021
Saturday
Trunk or Treat
12:00pm - 10:30pm
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): Carnival Association of Long Beach
CALB Team Bay Area Mink (CAIB)

Telephone Number: (228) 609-5822 (Home) (228) 326-9450 (Cell) (Elizabeth Mink)

Street Address: ~~6005 S. 10th St.~~ P.O. Box 120

City Long Beach State MS Zip 39560

Type of Event: Fall Festival With Trunk-or-Treat

Start Time: 12 PM

Closing Time: 10:30 PM

It is agreed between the City of Long Beach and the permit tee that the named facility is reserved on
10/30/2021
(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 Elizabeth Mink Date: 09/01/2021

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

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Mayor and Board of Aldermen

STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND INDEMNITY

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 Elizabeth Mink 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 1 day of September, 2021

Authorized Signature Elizabeth Mink

Witness Blayden [Signature]

~ 2 ~

Alderman Johnson returned to the meeting at this time.

It came on for discussion renewal of the City's membership in Mississippi Main Street, whereupon Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the renewal at a cost of \$1,000.00

**Minutes of October 19, 2021
Mayor and Board of Aldermen**

Alderman McGoey made motion seconded by Alderman Brown and unanimously carried to authorize the following advertisement schedule for the Long Beach Corridor – Phase 1 project:



Mailing:
307 De La Mare Avenue
Fairhope, AL 36532

1011 Desoto Street
Ocean Springs, MS 39564

T : 855.539.5086
M : 228.547.8586
F : 855.539.5086

christianpreus.com

October 12, 2021

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

RE: Long Beach Corridor – Phase 1

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:

- o First Advertisement: October 22, 2021
- o Second Advertisement: October 29, 2021
- o Receive Bids: November 30, 2021

If approved, we hope to have a Bid Tabulation and Recommendation of Award at the **December 7, 2021**, meeting.

Sincerely,

Christian Preus, PLA
CPLA Principal

**Minutes of October 19, 2021
Mayor and Board of Aldermen**

135

Alderman Parker made motion seconded by Alderman McGoey and unanimously carried to approve the following contract with Pickering Firm, Inc. for NRCS Improvements for Trautman Bayou @ Magnolia Drive:

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

THIS IS AN AGREEMENT effective as of the last date of execution ("Effective Date") between

The City of Long Beach ("Owner")

and

Pickering Firm, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

NRCS EWP Improvements for Trautman Bayou @ Magnolia Drive ("Project").

Engineer's Services under this Agreement are generally identified as follows:

See Appendix 2, Scope

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraph 7.01.
- B. Engineer shall complete its services within a reasonable time.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding **60 days**. If the actual time to complete construction exceeds the number of months, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of

Minutes of October 19, 2021 Mayor and Board of Aldermen

1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 Termination

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner

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and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

Additional Environmental Permitting - A Lump Sum amount of \$1,500

For Lump Sum tasks, the portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

For tasks based on a percent of construction cost as a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed:

1. For work designed or specified by Engineer and incorporated in the completed Project, the actual final cost of the work performed by Contractor.
- ~~2. For work designed or specified by Engineer but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or, if the work is not bid, the lowest bona fide negotiated proposal or contractor's estimate for such work.~~
- ~~3. For work designed or specified but not constructed, upon which no bid, proposal, or estimate is received, Engineer's most recent opinion of probable Construction Cost.~~

For fees associated with Construction Cost, the portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

Both Lump Sum Amounts and Fees based on Construction Cost include compensation for Engineer's Services and services of Engineer's consultants, if any, as well as accounting for labor, overhead, profit, and reimbursable expenses.

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Attachments:

Appendix 1, Engineer's Standard Hourly Rates

Appendix 2, Scope

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is the date of execution by both parties.

OWNER:
By: [Signature]
Title: Mayor
Date Signed: 10/19/21

ENGINEER:
By: [Signature]
Title: Associate Principal Owner
Date Signed: 10/12/2021

Engineer License or Firm's Certificate
Number: 26030

State of: Mississippi

Address for giving notices:
City of Long Beach
P.O. Box 929
Long Beach, MS 39560

Address for giving notices:
Pickering Firm, Inc.
126 Rue Magnolia
Biloxi, MS 39530



This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer.

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 7.01, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Classification	Hourly Fee
1. Principal / Project Director	210.00
2. Senior Project Manager.....	190.00
3. Project Manager / Senior Engineer.....	180.00
4. Project Engineer.....	145.00
5. Senior Designer.....	130.00
6. Survey Manager.....	130.00
7. Professional Intern	115.00
8. Project Surveyor.....	115.00
9. Senior Scientist / Senior Geologist	105.00
10. Senior Technician	105.00

Appendix 1, Standard Hourly Rates Schedule
EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services.
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- 11. Technician / Inspector / Project Coordinator90.00
- 12. Scientist.....90.00
- 13. Survey Team (2-person), Including Conventional Equipment*150.00
- 14. Survey Team (3-person), Including Conventional Equipment*185.00
- 15. Survey Team (4-person), Including Conventional Equipment*220.00

* NOTE: A Robotic Total Station may be substituted as a Survey Team member. For instance, if a Robotic Total Station is utilized on a 2-person survey Team then the client will be billed using a 3-person Survey Team Rate.

- 16. GPS Survey Team (1-person).....155.00
- 17. GPS Survey Team (2-person)200.00
- 18. Clerical85.00

19. A minimum daily fee is charged for any one-time service of a project manager, senior architect or senior engineer (\$1,800), or architect/engineer (\$1,500).

20. A minimum of four (4) hours is charged for a survey team for any service occurrence.

21. A rate of twice the Standard Professional Services Fee is required for depositions, court proceedings and insurance investigations.

22. Overtime hourly rate is 1.5 times the regular hourly rate.

23. Construction Manager/Administrator/Supervisor/Inspector hourly rate varies from \$90 to \$140 depending on the level of expertise required and the frequency of the requirement for the specific individual.

OTHER SERVICES

24. Mileage will be charged for all travel if destination is greater than 30-mile radius from office.

25. Other travel, meals, hotel/motel, and auto rental at 1.15 times the expense incurred.

26. Consultants will be charged at 1.15 times actual rates.

27. Printing, reproduction and express courier at 1.15 times cost.

28. Four-wheeler/All-Terrain vehicle (ATV) Rate is \$100.00 per day



This is **Appendix 2, Scope**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

Scope of Work

General Project Description

In general, the Engineer will perform additional environmental permitting for added pipe removal and replacement along the project area north of Magnolia St. Subsequent services, including but not limited to environmental assessments, cultural resource assessment, etc., may be added, as mutually agreed upon by both parties, as either an amendment to this contract or as a separate contract.

The Owner and Engineer both recognize that the following tasks are independent of one another. The Engineer shall not begin any task, or any subsequent task, without written notification to proceed by the owner.

This project generally consists of improvements to an existing stream bank along Trautman Bayou from Highway 90 to the CSX Railroad and including replacement of the culvert crossing Magnolia Drive. Generally, improvements will consist of regrading stream banks and filling of gullies on either side of Magnolia Drive with stabilization provided by a rock rip rap channel and grouted riprap for bank and utility protection. Culvert replacement north of Magnolia has been added to project scope.

Task 1 – Additional Environmental Permitting (\$1,500)

The Consultant’s services will consist for the following:

1. Coordinate with the USACE and present additional work within footprint for their records. Coordinate with the Department of Marine Resources (DMR) to determine the appropriate Mississippi General Permits (MSGP) for pipe removal and replacement.
2. Preparation and submittal of a MSGP permit application to DMR.

Appendix 2, Scope
EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services.
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It came on for discussion – Merinda Lane Sidewalk, whereupon Mayor Bass directed Public Works Director Joe Culpepper and City Engineer David Ball to communicate with the contractor performing the boring along the road regarding the buckling sidewalk.

It came on for discussion – Pineville Rd Asphalt Overlay After Construction, whereupon Mayor Bass gave clarification of what areas of Pineville Road would be overlaid/patched upon the completion of the sewer line replacement project. He also

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mentioned a need of milling in some areas before the asphalt overlay was to be completed.

It came on for discussion - Relocate Power at 501 Jeff Davis Avenue (Coastal Daiquiri). After discussion, Alderman Bennett made motion seconded by Alderman McGoey and unanimously carried to authorize Krol Electric to construct a temporary repair to the existing street light power lines, as per the quote below, so that Coastal Daiquiri could continue with their expansion construction project:

Krol Electric Inc.

12090 New Orleans Ave
Gulfport, MS 39503
Harrison

Phone 228-832-9911
Fax 228-832-0608
krolinc@bellsouth.net

October 19, 2021

Attn: David Ball
City Of Long Beach
P. O. Box 929
Long Beach, MS 39560

Re: Street Lights

Bid price for labor and material to add pull box and run temporary feed under deck for street lights.

Bid price - \$1,960.00

Price does not include sales tax.

Al Krol
Al Krol
Krol Electric, Inc.

It was also noted that a permanent repair would be forthcoming upon completion of construction at aforementioned location.

Mayor Bass recognized Mr. James "Buddy" Ray, owner of the Rosalie car wash on Railroad Street, who requested an update on a disputed easement on the south side of his property. After much discussion, Mayor Bass stated that a meeting would be scheduled in the following week upon the return of City Attorney Steve Simpson. Mr. Ray also questioned the impact of his property located at the northwest corner of Klondyke Road and Commission Road with the proposed intersection improvement project. Mayor Bass assured Mr. Ray that he would be informed when the City had an approved plan for the intersection improvements.

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It came on for discussion the traffic lights at the intersection of Klondyke and Commission Roads. After receiving an update of repairs from the dump truck damage, Alderman Parker made motion seconded by Alderman Johnson and unanimously carried to authorize expenditure of \$3,000.00 to purchase the 3 remaining sets of lights to complete the repairs.

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:

Fire Dept:

- New Hire, Firefighter 1st Class Nickolaus Bratzler, FS 9-B, effective October 16, 2021
- Promotion, Driver/Operator Tyler Slocum, FS 10-I, effective October 1, 2021

Police Dept:

- FTO Pay, Police Officer 1st Class, Scott Grady, effective October 16, 2021
- FTO Pay, Police Officer 1st Class Destin Guillot, effective October 16, 2021
- FTO Pay, Police Officer 1st Class Jolee Knight, effective October 16, 2021
- Education Pay, Police Officer 1st Class Nathaniel Stirrat, Bachelor's Degree, effective October 16, 2021
- Step Increase, Police Officer 1st Class Michael Bateman, PS 9-II, effective November 16, 2021
- Step Increase, Police Officer 1st Class Haley Breaux, PS 9-II, effective November 16, 2021
- Step Increase, Police Officer 1st Class David Butler, PS 9-III, effective October 16, 2021
- Step Increase, Police Officer 1st Class Christopher Cuevas, PS 9-V, effective November 1, 2021
- Step Increase, Police Officer 1st Class Kori Dean, PS 9-II, effective November 16, 2021
- Step Increase, Police Officer 1st Class David Duncan, PS 9-II, effective October 16, 2021
- Step Increase, Police Officer 1st Class Eddie Gossett, PS 9-II, effective November 16, 2021

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- Step Increase, Police Officer 1st Class Timothy Griffin, PS 9-IV, effective November 16, 2021
- Step Increase, Dispatcher 1st Class Bailey Jones, PS 3-B, effective November 1, 2021
- Step Increase, Clerk Debbie Korte, CSA 3-XVIII, effective December 16, 2021
- Step Increase, Dispatcher 1st Class Paige Malchow-Worthington, PS 3-III, effective November 16, 2021
- Step Increase, Dispatcher 1st Class Dorothy Mitchell, PS 3-III, effective October 16, 2021
- Step Increase, Lieutenant Daniel Pavolini, PS 12-XIII, effective November 1, 2021
- Step Increase, Police Officer 1st Class Nathaniel Stirrat, PS 9-IV, effective November 1, 2021

Parks/Recreation:

- Step Increase, Laborer Sebastian Cleaveau, CSH I-VI, effective October 1, 2021

Library:

- Resignation, Part-Time Clerk Susan Prendergast, effective October 14, 2021

Municipal Court:

- Pay Increase, Municipal Judge Bradley Rath, \$5,000 annual, effective October 1, 2021

Alderman Johnson made motion seconded by Alderman Brown and unanimously carried to accept the September 2021 Revenue/Expense Report, as submitted.

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Alderman Brown made motion seconded by Alderman Parker and unanimously carried to approve the following Audit Engagement Letter with Wolfe, McDuff & Oppie for fiscal year 2021, and authorize the Mayor and City Clerk to execute same:



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

Michelle Oppie Gist, CPA

Julia Whitley Johnson, CPA

Jesse J. Wolfe, CPA (1927-2009)

Grover B. McDuff, CPA (1923-2016)

Jack A. Oppie, CPA (1960-2014)

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

September 30, 2021

To the Honorable Mayor, Board of Alderman, and Management
City of Long Beach, Mississippi
Long Beach, Mississippi

We are pleased to confirm our understanding of the services we are to provide the City of Long Beach, Mississippi for the year ending September 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Long Beach, Mississippi as of and for the year ending September 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Long Beach, Mississippi's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Long Beach, Mississippi's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

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

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

- 1) Schedule of expenditures of federal awards.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

Membership in:

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



America Counts on CPAs

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1) Schedule of Surety Bonds for City Officials

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

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

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

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor, Board of Aldermen, and management of the City of Long Beach, Mississippi. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do

not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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

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

Audit Procedures—Compliance

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

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

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Long Beach, Mississippi in conformity with U.S. generally accepted accounting principles and the

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

Management Responsibilities

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

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on March 1, 2022.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include

acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

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

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

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

Engagement Administration, Fees, and Other

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

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

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting

Minutes of October 19, 2021 Mayor and Board of Aldermen

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package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

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

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

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

We expect to begin our audit on approximately April 5, 2022 and to issue our reports no later than June 30, 2022. Michelle Oppie Gist, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$36,050. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

Very truly yours,

Wolfe, McDuff & Oppie

Wolfe, McDuff & Oppie, P.A.

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RESPONSE:

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

Management signature: *Sharon Dahl*

Title: City Clerk

Date: 10/19/21

Governance signature: *Sharon Dahl*

Title: Mayor

Date: 10-19-21

**Minutes of October 19, 2021
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman Johnson and unanimously carried to approve the following Budget Amendment for FY 2022 for the Building Office:

City of Long Beach
Budget Amendment Request

Fund Name	<u>General Fund</u>	Date	<u>10/16/2021</u>
Department #	<u>611</u>	Budget Entry #	<u> </u>
Department Name	<u>Building Office</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Capital Outlay 611-630100	30,000	-	2,860	32,860
Fund Balance			(2,860)	(2,860)
				-

Amendment to add additional funds due to increase in vehicle costs.

Amendment #3

City of Long Beach



October 12, 2021

RE: Budget Amendment

The Building Official's Office was approved in the 2022 Budget to purchase a new truck for the amount of \$30,000. It has come to our attention that the prices of new trucks has increased by approximately \$3,000 in the past several months. The Building Official's Office is requesting an additional \$2,860.00 be added to the budget for the purchase of a: Ford Truck, Standard Crew Cab, 4 Wheel Drive, 3.3L V6, Iconic Silver Metallic.

Sincerely,

Mike Gundlach
Building Official and Floodplain Manager

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STANDARD/OPTIONAL EQUIPMENT FORM

DESCRIPTION: TRUCK STD CREW CAB 4 WHEEL DR 8CYL
 MILES PER GALLON
 CITY 16
 HWY 22
 COMBINED 18

8200059542
 Courtesy Motors Inc. E-mail: rbearden@pinebellmotors.com
 6393 HWY 98 West Phone: 601-264-5555
 Hattiesburg, MS 39402 Toll Free: 1-800-844-0111
 Ritchie Bearden

LIST FACTORY COLORS AVAILABLE AT NO CHARGE:

Agate Black Metallic Iconic Silver Metallic Oxford White Race Red Stone Gray Metallic
 IF COLOR IS NOT MARKED IT WILL BE ORDERED WHITE

ITEM	OPTION CODE	DEALER COST	REQ. OPTION CODE
List optional engines:			
5.0 V8	995	\$1,995	
3.5 V6 Ecoboost	998	\$2,362	
Air Conditioning	INC		
Braking System, Anti-Lock	INC		
Bumper, Rear Step	INC		
Clock, Digital	INC		
Headliner, Cloth	INC		
Radio, AM/FM	INC		
Driver & Pass Air Bag	INC		
Pwr Windows/Locks/Tilt/Cruise	INC		
Remote Keyless Entry	INC		
Transmission, 4-Speed Auto	INC		
Trailer Towing Package	53A	\$992	
Appearance Package	86A	\$ 706	
Running Boards, Black Platform	18B	\$ 228	

In an effort to be more efficient in government spending and to save taxpayer dollars, this year's contract does not provide for any options other than the ones listed on the Standard Equipment Form. Any vehicles purchased that deviate from this list will be in violation of State Contract bid requirements. If you need any equipment other than what is listed on this form, you will need to follow normal purchasing procedures.

\$ 32,860.00

Alderman Johnson made motion seconded by Alderman McGoey and unanimously carried to accept a grant from Fire House Subs for \$33,180 to purchase a Hurst Cutter, Spreader, Ram and Accessories for the Fire Department.

Alderman Parker made motion seconded by Alderman Johnson and unanimously carried to approve the following Contract Amendment with Overstreet & Associates for Hurricane Zeta Repairs 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

October 15, 2021

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

RE: Hurricane Zeta Repairs – Environmental Assessment & Permitting

Ladies and Gentlemen:

We have attached a proposed amendment to the referenced master services contract covering basic services for an environmental assessment and permitting services for the Harbor repair work, including the repairs to and/or replacement of piers and bulkheads, dredging, and other items currently proposed for repair and replacement as part of the FEMA repairs in the Long Beach Harbor. If acceptable, please authorize the Mayor to execute the attached Amendment 5 so that work may continue.

Sincerely,

David Ball, P.E.

DB:1124/1196
 Attachment

**AMENDMENT NUMBER 5 TO MASTER AGREEMENT BETWEEN
CITY OF LONG BEACH AND OVERSTREET & ASSOCIATES, INC.**

**LONG BEACH SMALLCRAFT HARBOR - HURRICANE ZETA PERMANENT REPAIRS
(ENVIRONMENTAL ASSESSMENT & PERMITTING)**

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

A. DESCRIPTION OF ASSIGNMENT

1. ENGINEER will provide Basic engineering services necessary to an environmental assessment and permitting services for the permanent repairs to Hurricane Zeta.

B. SCOPE OF WORK

1. NEPA ENVIRONMENTAL ASSESSMENT

- a. Conduct initial coordination with Client to confirm project details, records review, and geographic information system (GIS) mapping.
- b. Consult with the Federal Emergency Management Agency (FEMA).
- c. Submit initial written correspondence to applicable federal, state, and local resource agencies regarding potential environmental concerns within the proposed Project area.
- d. Conduct on-site inspections and evaluations for the following NEPA considerations according to federal, state, and local guidelines, as required:
 - i. Impacts to Streams, Wetlands, Floodplains
 - ii. Impacts to Coastal Zones
 - iii. Endangered Species Assessment
 - iv. Noise and Air Quality Impacts
 - v. Hazardous Materials and Contaminated Sites
 - vi. Residential and Commercial Facility Relocations
 - vii. Soils and Geology
 - viii. Section 4(f) and 6(f) Analysis
 - ix. Social, Community, Environmental Justice Impacts
 - x. Economic and Business Impacts
 - xi. Land Use and Farmland Impacts
 - xii. Traffic and Crash Impacts
 - xiii. Energy and Construction Impacts
 - xiv. Wild and Scenic Rivers Impacts
 - xv. Pedestrian and Bicycle Considerations
 - xvi. Recreational Attributes
 - xvii. Aesthetic and Visual Quality Attributes
 - xviii. Indirect and Cumulative Impacts
- e. Submit a written report of the findings of the environmental assessment to applicable regulatory agencies for concurrence and approval.

2. PERMITTING ASSISTANCE

- a. Provide field investigations of the project area:
 - i. Mobilization to the site;
 - ii. Traversal of the project area and immediately surrounding areas; and,
 - iii. Record and provide field data including photographs of site conditions.
- b. Consult with the Department of Marine Resources (DMR) in regards to a general permit for the proposed Phase 1 through Phase 4 activities.

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- c. Consult with the Mississippi Department of Archives and History (MDAH).
- d. Submit a Joint Permit Application and Notification for the proposed work to DMR.
- e. Obtain permit from DMR for the proposed activities.
- f. Coordinate with the United States Army Corps of Engineers (USACE) to obtain the necessary Section 404/10 permits.

3. ASSUMPTIONS AND LIMITATIONS

- a. MDAH could require a Phase I Cultural Resources/Archaeological Survey to comply with Section 106 of the National Historic Preservation Act. This additional service would include a review of MDAH archive records, shovel testing, artifact evaluation, and submittal of a Cultural Resources report to MDAH for concurrence by a Registered Professional Archaeologist. This is excluded from this proposal.
- b. The United States Fish and Wildlife Service (USFWS) could require a Threatened and Endangered Species survey or Biological Assessment be completed to comply with the Threatened and Endangered Species Act. This is excluded from this proposal.
- c. This proposal does not include costs for wetland mitigation or restoration associated with the potential impacts of the Project.

C. PERIOD OF SERVICE

- 1. It is currently estimated that the completion of these services will be completed at least 250 days after Notice to Proceed, and as much as 190 days after completion of ENGINEER'S design services in support of the permit applications. These design services are already underway under separate contract with the City.

D. BASIS OF COMPENSATION

- 1. Fees for the described Basic services will be in accordance with Exhibit C2 of the referenced Master Agreement, more particularly via the hourly rates included in Appendix 1 to Exhibit C.
 - a. Total of all fees for basic services shall not exceed \$126,000 without City approval.
 - b. Amounts payable to ENGINEER for services of ENGINEER'S subconsultant will be billed times a factor of 1.2.
 - c. The total of all fees is based on the following distribution of compensation:

ENVIRONMENTAL ASSESSMENT & PERMITTING	\$112,800
(including lump sum costs for ENGINEER'S subconsultant)	
<u>ASSISTANCE TO SUBCONSULTANT FOR EA/PERMITTING</u>	<u>\$13,200</u>
TOTAL	\$126,000

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

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OWNER:

CITY OF LONG BEACH, MISSISSIPPI

By: 
George Bass, Mayor

Date Signed: 10-19-21

ENGINEER:

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

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

Date Signed: 10/15/2021

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

The following appointments were made to the Economic Advisory Council:

- Ward 2 – Shelda Jones
- Ward 5 – Melissa Krol
- Ward 6 – Frankie Castiglia

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Alderman McGoey made motion seconded by Alderman Parker and unanimously carried to name Central Fire Station as The Pete Clegg Fire Station and Station #2 as The William "Billy" Fennell Station.

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Parker 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