Minutes of August 4, 2026
Mayor and Board of Aldermen

MUNICIPAL DOCKET
REGULAR MEETING OF AUGUST 4, 2026
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

I. CALL TO ORDER
II. INVOCATION AND PLEDGE OF ALLEGIANCE
III. ROLL CALL AND ESTABLISH QUORUM
IV. PUBLIC HEARINGS
   1. 319 Joyce Avenue; assessed to Adam W & Tasha L Richburg
V. AMENDMENTS TO THE MUNICIPAL DOCKET
VI. APPROVAL OF MUNICIPAL DOCKET
VII. PUBLIC COMMENTS
VIII. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
   1. Proclamation – Single Parents Day August 7th
   2. Presentation – Long Beach Reporter Ezabelle Janssen with MPA Award & Letter
IX. APPROVE MINUTES:
   1. MAYOR AND BOARD OF ALDERMEN
      a. July 21, 2026 – Regular
      b. July 28, 2026 – Work Session
   2. PLANNING COMMISSION
      a. July 23, 2026- Regular
X. APPROVE DOCKET OF CLAIMS NUMBER(S):
   1. 080426
XI. UNFINISHED BUSINESS
   1. Approve and Authorize Publication - Amendment to Ordinance No. 588; Sec. 12-4 to permit two headstones per site and ground level foot markers
   2. Appeal – Building Permit Denial; Sean Hughes; Alderman Frazer
   3. New Year's Eve Ball Drop Band
   4. Cruisin the Coast
XII. NEW BUSINESS
   1. Special Event Application – Trucks and Tacos; Quincy Uzzell
   2. Resolution - Request for Two Surplus Vehicles from Harrison County
   3. Special Event Application - Truckin the South; Ann Smith
   4. Request – Use of City Stage and Generator; Truckin the South; Ann Smith
   5. Request – Use of Barricades; Truckin the South; Ann Smith
   6. Request – Permission to Sell Alcohol on the Town Green; Truckin the South; Ann Smith
   7. Authorize – Mayor and Fire Chief to Sign the Mutual Aid Agreement between Harrison County and the City of Long Beach
   8. Approve – Annual Agreement with Tyler Technologies and Long Beach Police Department
   9. Special Event Application & Reduced Fee Request – Veterans Day Parade and Celebration; Gulf Coast Veterans Association and Coast Cares Foundation
   10. Contract – Amendment 1 Public Works Operations and Water and Sewer Billing Services
   11. Schedule Work Sessions for FY27 budget
   12. Micromobility (e-bike) Suggested Ordinance; Alderman Giuffria
XIII. DEPARTMENTAL BUSINESS
   1. MAYOR'S OFFICE
   2. PERSONNEL
      a. Police Department – New Hire (1); Step Increase (3)
      b. Fire Department – Demotion (1)
      c. Recreation – Step Increase (1); Retirement (1)
      d. Harbor – Step Increase (3)
      e. Building Office – Step Increase (1); Resignation (1)
   3. CITY CLERK
   4. FIRE DEPARTMENT
   5. POLICE DEPARTMENT
      a. Budget Amendment – Maintenance Contracts
   6. ENGINEERING
      a. Proposed Change Order 1 – Rosalie Drive Drainage Improvements
      b. Award Bid - Long Beach Small Craft Harbor Electrical Platform; J.E. Borries, Inc.
   7. PUBLIC WORKS
      a. Budget Amendment – Case Excavator
   8. RECREATION
   9. BUILDING OFFICE
   10. HARBOR
   11. COMMUNITY AFFAIRS
   12. DERELICT PROPERTIES
XIV. REPORT FROM CITY ATTORNEY
XV. ADJOURN (OR) RECESS

Minutes of August 4, 2026
Mayor and Board of Aldermen

Be it remembered that one public hearing of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in August 2026, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor Pro Tempro Donald Frazer, Aldermen Patrick Bennett, Jesse Allen, Joey Giuffria, Timothy McCaffrey, Jr., Greg Bonds, Pete L. McGoey, City Clerk Emma Ward, and City Attorney Stephen B. Simpson, Esq.

Absent: Mayor Timothy I. Pierce.

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

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The public hearing was called to order to determine whether or not a parcel of property situated in City of Long Beach, located at 319 Joyce Avenue, Long Beach, MS, and assessed to Adam W. & Tasha L. Richburg is in such a state of uncleanliness as to constitute a menace to the public health and safety of the community.

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

- The City Clerk reported that the Notice of Hearing was sent to Adam Richburg, 116 Clower Avenue, Long Beach, MS 39560, and posted on the subject property 319 Joyce Avenue, Long Beach, MS on July 6, 2026. Said notice was delivered on July 9, 2026.

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Delivered, Individual Picked Up at Post Office
LONG BEACH, MS 39560
July 9, 2026 11:12 AM

Minutes of August 4, 2026
Mayor and Board of Aldermen

- The Clerk submitted photographs of 319 Joyce Avenue, Long Beach, MS taken by Building Inspector Shawn Barlow on August 4, 2026, depicting subject property in its present condition; said photographs are as follows:

319 Joyce Avenue 8-4-24

319 Joyce Avenue 8-4-24

319 Joyce Avenue 8-4-24

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Mayor and Board of Aldermen

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

BEFORE ME, the under signed legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared Shawn Barlow, known to me to be the Zoning Enforcement Officer of the City of Long Beach, Mississippi, who being by me first duly sworn, deposes and says on oath as follows, to-wit:

1. That he is serving in the capacity of Zoning Enforcement Officer of the City of Long Beach, Mississippi;

2. That in such capacity, he is responsible for the posting of notices of public hearings for the purpose of determining whether or not certain properties are in such a state of uncleanliness as to constitute a menace to the public health and safety of the community; he is responsible for the taking of photographs of those certain properties to determine the state of the properties in their then condition on the date of such public hearings; and other matters pertaining to such public hearings and the business of the zoning/code enforcement in and for the City of Long Beach;

3. That on July 6, 2026, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 319 Joyce Avenue (Tax Map Parcel 0612d-01-051.001), Long Beach, Mississippi, assessed to Adam W. and Tasha L. Richburg, and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on August 4, 2026, the Building Inspector Shawn Barlow, did take and cause to be processed photographs depicting said property in its then condition, to be submitted as exhibits at the public hearing scheduled for August 4th , 2026.

This the 4th day of August, 2026.

Emma Ward
EMMA WARD, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 4th day of August, 2026.

Nicole Guillot
-My Commission Expires- NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID# 407711 NICOLE GUILLOT Commission Expires Dec. 21, 2028 HARRISON COUNTY

AFFIDAVIT-PHOTOS,POST NOTICE

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The Mayor Pro Tempore asked for anyone in favor or opposition, and no one came forward.

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

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After much discussion, Alderman McCaffrey made motion, seconded by Alderman McGoey, and unamiously carried to declare the aformention property to be in compliance.

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Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in August 2026, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

There were present and in attendance on said board and at the meeting the following named persons: Mayor Pro Tempro Donald Frazer, Aldermen Patrick Bennett, Jesse Allen, Joey Giuffria, Timothy McCaffrey, Jr., Greg Bonds, Pete L. McGoey, City Clerk Emma Ward, and City Attorney Stephen B. Simpson, Esq.

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Absent: Mayor Timothy I. Pierce

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

* *

Mayor Pro Tempore Frazer asked for any amendments of the municipal docket; whereupon, Alderman Giuffria asked to add Ward 3 Street Lighting Review Task Force under New Business as Item #13. Alderman McCaffrey made motion, seconded by Alderman Giuffria, and unanimously carried to add under New Business Item #13, Ward 3 Street Lighting Review Task Force.

* *

Alderman Bennett made motion, seconded by Alderman McCaffrey, and unanimously carried to approve the municipal docket, as submitted.

* *

There were no public comments to be heard at this time.

* *

Mayor Pro Tempore Frazer proclaimed August 7th as Single Parents Day.

*   *

Mayor Pro Tempore Frazer recognized Hunter Dawkins with the Gazebo Gazette to present Ezabelle Janssen with the MPA Award and letter.

* *

Alderman Giuffria made motion, seconded by Alderman McCaffrey, and unanimously carried to approve the Regular Minutes of the Mayor and Board of Aldermen dated July 21, 2026, as submitted.

*   *

Alderman Giuffria made motion, seconded by Alderman McCaffrey, and unanimously carried to approve the Work Session Minutes of the Mayor and Board of Aldermen dated July 28, 2026, as submitted.

* *

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Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to approve the regular meeting minutes of the Planning Commission dated July 23, 2026.

* *

Discussion began on an error in the recorded vote of a subdivision plat; whereupon Chairman David DiLorenzo was recorded as a voting member instead of Vice Chairman Don Sterling. Alderman McGoey made motion, seconded by Alderman McCaffrey, and unanimously carried to have the error struck for the minutes and corrected with the affirmative vote of Vice Chairman Don Sterling.

* *

Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to approve payment of invoices as listed on Docket of Claims number 080426, as submitted.

* *

It came on for discussion the Cemetery Ordinance 668 amendment to allow for a second ground level foot maker per cemetery plot at the Long Beach City Cemetery. Alderman McGoey made motion, seconded by Alderman McCaffrey, and unanimously carried to approve and direct the Clerk to advertise the following amendment as submitted:

There came on for consideration at a duly constituted meeting of the Board of Aldermen and Mayor of the City of Long Beach held on the 4th day of August 2026, the following Resolution, which was reduced to writing and presented in advance of the meeting for reading and examination:

A RESOLUTION OF THE CITY OF LONG BEACH REQUESTING THE ASSISSTANCE OF HARRISON COUNTY BOARD OF SUPERVISORS PURSUANT TO THE INTERLOCAL AGREEMENT BY PROVIDING TWO SURPLUS VEHICLES FOR USE IN THE LONG BEACH PARKS AND RECREATION DEPARTMENT.

WHEREAS, the CITY OF LONG BEACH (the CITY) is requesting two (2) surplus vehicles for use in the Long Beach Parks and Recreation Department as the department's responsibilities continue to grow and dependable transportation has become increasingly important.

WHEREAS, receiving two surplus vehicles from Harrison County would greatly enhance the Parks and Recreation Department to efficiently respond to maintenance requests, transportation of equipment and supplies, and perform daily operations throughout the city of Long Beach.

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

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

Alderman Frazer	voted	Did not vote
Alderman Bennett	voted	Aye
Alderman Allen	voted	Aye
Alderman Giuffria	voted	Aye
Alderman McCaffrey	voted	Aye
Alderman Bonds	voted	Aye
Alderman McGoey	voted	Aye

This motion to adopt the Resolution, having received the vote shown above was therefore declared carried.

This the 4th day of August 2026.

APPROVED:

Donald Frazer, Mayor Pro Tempore

ATTEST:

Emma Ward

Emma Ward, City Clerk

Minutes of August 4, 2026
Mayor and Board of Aldermen

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There came on for discussion the previously tabled denial of a building permit for Mr. Sean Hughes, 530 Trautman Avenue. Mayor Pro Tempore Frazer recognized City Attorney Steve Simpson, who provided the Board with background regarding the matter and a chronological summary of the events leading to the denial. Mr. Simpson advised the Board that the matter should be returned to the Planning Commission for consideration of a variance to extend the existing nonconforming use to include the tool shed located at the rear of the property. Alderman McCaffrey made motion, seconded by Alderman McGoey, and unanimously carried to deny the appeal and refer Mr. Hughes back to the Planning Commission for consideration of the appropriate variance.

****

There came on for discussion the previously tabled request regarding funding for the New Year's Eve Ball Drop Band. Discussion began whereupon Community Affairs Director Courtney Cuevas-Welch advised the Board that sponsorships had been secured to cover $2,000 of the $4,000 cost. Following discussion, Alderman McCaffrey made motion, seconded by Alderman Allen, and unanimously carried to authorize the City to contribute an amount not to exceed $2,000 toward the cost of the New Year's Eve Ball Drop Band.

****

There came on for discussion, the previously tabled request for the request from Cruisin the Coast for an $8,500 sponsorship from the City. After some discussion Alderman Giuffria made motion, seconded by Alderman McCaffrey, and unanimously carried to approve a $5,000 sponsorship to Cruisin the Coast.

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Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to approve the Special Events Application submitted by Quincy Uzzell for Trucks and Tacos as follows:

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CITY OF Long Beach MISSISSIPPI

SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: ______________ **Time:** ______________ **By:** ____________

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

SUMMARY OF EVENT

Event Title: Trucks and Tacos

Please give a brief description of the proposed event:

3rd Annual Trucks and Tacos Cruise in

Event Day (s) & Date (s): 10/8/26 Event Time (s): 9am - 9pm

Set-Up Date & Time: 10/7/26 9pm Tear-Down Date & Time: 10/8/26 10pm

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

Event Location Description: Event happens during CTC

Sponsoring Organization's Legal Name: Trucks N Tacos

Organization Agent: Quincy Uzzell

Phone: 228-236-8063 Home: __________ Cell: __________ During Event

Agent's Address: 7070 Lassabe rd Long Beach, MS. 39560

Agent's E-mail Address: QuincyUzzell@yahoo.Com

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

How many years has this event occurred? 3

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:

60-80 Jeff Davis, 3rd St, 4th St, 5th St

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 ______________

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

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

If yes, you must 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? 4-6 per City

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 identity the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

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

Police presence, public works for Dumpster + Cones

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.

7/13/26

Date — Signature of Sponsoring Organization's Agent

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

Event Title: Trucks and Tacos

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

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

Police Dept:	Recommended Approval: YES NO	Est. Economic Impact: $ 0
Fire Dept:	Recommended Approval: YES NO	Est. Economic Impact: $ Ø
Public Works:	Recommended Approval: YES NO	Est. Economic Impact: $ 0
Traffic Eng:	Recommended Approval: YES NO	Est. Economic Impact: $
Parks/Rec:	Recommended Approval: YES NO	Est. Economic Impact: $ 0

Have businesses been notified for street closures?: YES NO

* *

There came on for consideration at a duly constituted meeting of the Board of Aldermen and Mayor of the City of Long Beach held on the 4th day of August 2026, the following Resolution, which was reduced to writing and presented in advance of the meeting for reading and examination:

A RESOLUTION OF THE CITY OF LONG BEACH REQUESTING THE ASSISSTANCE OF HARRISON COUNTY BOARD OF SUPERVISORS PURSUANT TO THE INTERLOCAL AGREEMENT BY PROVIDING TWO SURPLUS VEHICLES FOR USE IN THE LONG BEACH PARKS AND RECREATION DEPARTMENT.

WHEREAS, the CITY OF LONG BEACH (the CITY) is requesting two (2) surplus vehicles for use in the Long Beach Parks and Recreation Department as the department's responsibilities continue to grow and dependable transportation has become increasingly important.

WHEREAS, receiving two surplus vehicles from Harrison County would greatly enhance the Parks and Recreation Department to efficiently respond to maintenance requests, transportation of equipment and supplies, and perform daily operations throughout the city of Long Beach.

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

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

Alderman Frazer	voted	Did not vote
Alderman Bennett	voted	Aye
Alderman Allen	voted	Aye
Alderman Giuffria	voted	Aye
Alderman McCaffrey	voted	Aye
Alderman Bonds	voted	Aye
Alderman McGoey	voted	Aye

This motion to adopt the Resolution, having received the vote shown above was therefore declared carried.

This the 4th day of August 2026.

APPROVED:

Donald Frazer, Mayor Pro Tempore

ATTEST:

Emma Ward

Emma Ward, City Clerk

Minutes of August 4, 2026
Mayor and Board of Aldermen

* *

There came on for discussion the Special Events Application submitted by Ann Smith for Truckin the South. Mayor Pro Tempore Frazer asked whether anyone was present to speak regarding the application. No representative was present at that time. Alderman McGoey made motion, seconded by Alderman Allen, and unanimously carried to table the Special Events Application until the next regular scheduled meeting of the Mayor and Board of Aldermen.

* *

Alderman Bennett made motion, seconded by Alderman McCaffrey, and unanimously carried to approve the Mutual Aid Agreement between Harrison County and the City of Long Beach and to authorize Mayor and Fire Chief to execute the agreement on behalf of the City:

Angela Thrash
HARRISON COUNTY CHANCERY CLERK

July 8, 2026 via certified mail

City of Long Beach
201 Jeff Davis Avenue
Long Beach, MS 39560
Attn.: Mayor Tim Pierce

Dear Mayor Pierce

Please find enclosed the Mutual Aid Agreement by and between Harrison County, Mississippi and the city of Long Beach, Mississippi for the provision of firefighting services and other emergency assistance for a term of five years as approved by the Harrison County Board of Supervisors at its July 6, 2026 meeting with a certified copy of its minutes.

Once approved by your council, please return one executed copy to our office, attention Minutes Clerk, with a certified copy of your minutes approving this agreement.

Thank you for your prompt attention to this matter.

Sincerely,

ANGELA THRASH, Chancery Clerk
and Clerk of the Board of Supervisors
Harrison, County, Mississippi

Encl.: a/s

1801 23RD AVE • POST OFFICE DRAWER CC • GULFPORT, MS 39501 • (228) 865-4164 • FAX (228) 214-1583
730 DR. MARTIN LUTHER KING, JR. BLVD. • POST OFFICE BOX 544 • BILOXI, MS 39530 • (228) 435-8220 • FAX (228) 435-8292

Minutes of August 4, 2026
Mayor and Board of Aldermen

STATE OF MISSISSIPPI
COUNTY OF HARRISON

MUTUAL AID AGREEMENT
BETWEEN
THE CITY OF LONG BEACH, MISSISSIPPI
AND
HARRISON COUNTY, MISSISSIPPI
FOR THE PROVISION OF FIRE FIGHTING SERVICES
AND OTHER EMERGENCY ASSISTANCE

This **Mutual Aid Agreement** ("MAA") is entered by and between the City of Long Beach, Mississippi, by and through its Mayor and Board of Aldermen, ("Long Beach"), and Harrison County, Mississippi, by and through its Board of Supervisors, (the "County"), for firefighting services and other emergency assistance. When referred to collectively, Long Beach and the County are referred to as the "Parties".

1. Purpose. To enter into an agreement between the Parties which defines the scope of firefighting and other emergency services that may be provided by one Party to the other in times of need.

2. Authorities. This MAA shall become effective upon the last date of execution by the Parties.

3. Background. Each of the Parties hereto maintains equipment and personnel for the suppression of fires and response to incidents occurring within areas under their respective jurisdictions. Each of the Parties maintains equipment and personnel for the protection of life and property from fire, including basic medical support, basic and advanced life support, special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions. The Parties desire to augment fire protection and hazardous material response capabilities available in their respective jurisdictions by entering into this MAA. The lands or districts comprising the respective jurisdictions of the Parties are adjacent or contiguous to one another such that the rendering of mutual assistance between the Parties in response to a fire or hazardous material incident is feasible.

4. Responsibilities of the Parties:

a. The Parties have mutually concluded that it is desirable, practicable, and beneficial for the Parties to enter into this MAA to memorialize their willingness and ability to render assistance to one another in order to enhance the safety and security of the City and the County.

b. The Parties desire to enter into this MAA to provide personnel and equipment required for fire prevention; the protection of life and property from fire; firefighting and suppression which includes emergency services, basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps; and trench, building, and confined space extractions.

c. The senior officer of the Fire Department of either Party, present at a fire or hazardous material incident may request assistance under the terms of this MAA from the other Party's Fire Department whenever he/she deems it necessary to make such a request.

d. The requesting and rendering of assistance from one Party to the other under the terms of this MAA shall be accomplished in accordance with detailed operational plans and procedures, which shall be developed by each of the Parties. The technical heads of each Party's Fire Department shall work together to implement such plans and procedures in a manner compatible with the operational authorities of each. In the absence of more specific procedures, the Parties will generally proceed as follows:

(1) The senior officer on duty of the Party receiving a request for assistance shall take the following actions:

(a) Immediately determine if the requested apparatus and personnel are available to respond to the call for assistance.

(b) If available, the responding Party shall, in accordance with the terms of this MAA, dispatch such apparatus and personnel, along with instructions as to their mission, use and deployment, in quantities and amounts as in the judgment of the senior officer receiving the call can be provided to the requesting Party without jeopardizing the responding Party's ability to continue to provide fire services within its jurisdiction.

(2) The senior officer of the Party requesting assistance shall normally assume full charge of the operations at the scene of the fire or other emergency unless otherwise agreed to by the technical heads of the Parties involved that a senior officer of the Party furnishing the assistance may assume responsibility for the coordination of the overall operations at the scene of the fire or other emergency.

e. The rendering of assistance under the terms of this MAA shall not be mandatory.

f. The Party receiving a request for assistance shall endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of resources as may be dispatched in response to the request for assistance.

g. Neither Party shall hold the other Party liable or at fault for: failing to respond to any request for assistance; or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel. The Parties acknowledge that each Party is primarily and ultimately responsible for the provision of fire suppression and hazardous material incident response needed within their own jurisdictions.

h. If feasible, the Parties may, but are not required, to jointly conduct pre-fire planning inspections, drills and training.

i. The Parties agree that reimbursement for services provided under this MAA shall only allowable to the Party providing assistance when (i) equipment is lost or damaged; (ii) substantial amounts of supplies were expended that were directly related to the assistance provided; or (iii) other significant costs were incurred that cause the non-requesting Party to expend unbudgeted funds.

j. Whenever either Party hosts fire protection training for its own Fire Department ("Host Department") it may, to the maximum extent practicable and subject to its sole discretion, offer to provide the same training to members of the other Party ("Guest Department"). Any such training will be provided on a space available basis only.

k. The Host Department will not charge the Guest Department for any training provided under the terms of this MAA unless it is a cost that cannot be covered by the Host Department such as cost per student or cost of a certificate. The Guest Department shall reimburse the Host Department for any charges incurred within forty-five (45) days of invoicing by the Host Department.

l. Training.

(1) There is no obligation on the part of either Party to provide any training to the other Party, nor is there any obligation to participate in any training provided by the other Party.

(2) The Guest Department is responsible for ensuring that its members observe all rules, regulations, and guidelines established by the Host Department. The Host Department shall provide the Guest Department with applicable rules, regulations and guidelines prior to the occurrence of any training activities. Neither Party shall hold the other Party liable or at fault for damage or injury incurred during joint training activities.

(1) The Host Department reserves the right to deny training to any member of the Guest Department who does not meet the prerequisites necessary to attend the training which is offered by the Host Department.

5. Execution of this Mutual Aid Agreement. This MAA shall become effective upon the last date of execution by the Parties, and shall remain in full force and effect for a term of five (5) years ending on DECEMBER 31, 2031, or until otherwise cancelled by mutual agreement of the Parties upon the provision of at least sixty (60) days advance written notice from the Party desiring to terminate this MAA to the other Party. It may be renewed upon the mutual written agreement of the Parties. Upon becoming effective, this MAA shall supersede all previous agreements between the Parties. The agreement will be reviewed annually and a rewrite will be conducted every 10 years.

WITNESS THE SIGNATURES of the undersigned on the dates indicated by each respective signature.

HARRISON COUNTY, MISSISSIPPI

~~Dan Cuevas, President~~ KENT JONES V.P.
Harrison County Board of Supervisors

DATE: 7/6/2026

Pat Sullivan, Fire Chief
Harrison County Fire Rescue

DATE: 7-6-26

CITY OF LONG BEACH, MISSISSIPPI

~~Tim Pierce, Mayor~~
Donald Frazer Mayor Pro Tempore

DATE: 8/4/26

Griff Skellie, Fire Chief
Long Beach Fire Department

DATE: 8/4/26

STATE OF MISSISSIPPI
COUNTY OF HARRISON

MUTUAL AID AGREEMENT
BETWEEN
THE CITY OF LONG BEACH, MISSISSIPPI
AND
HARRISON COUNTY, MISSISSIPPI
FOR THE PROVISION OF FIRE FIGHTING SERVICES
AND OTHER EMERGENCY ASSISTANCE

This **Mutual Aid Agreement** ("MAA") is entered by and between the City of Long Beach, Mississippi, by and through its Mayor and Board of Aldermen, ("Long Beach"), and Harrison County, Mississippi, by and through its Board of Supervisors, (the "County"), for firefighting services and other emergency assistance. When referred to collectively, Long Beach and the County are referred to as the "Parties".

1. Purpose. To enter into an agreement between the Parties which defines the scope of firefighting and other emergency services that may be provided by one Party to the other in times of need.

2. Authorities. This MAA shall become effective upon the last date of execution by the Parties.

3. Background. Each of the Parties hereto maintains equipment and personnel for the suppression of fires and response to incidents occurring within areas under their respective jurisdictions. Each of the Parties maintains equipment and personnel for the protection of life and property from fire, including basic medical support, basic and advanced life support, special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions. The Parties desire to augment fire protection and hazardous material response capabilities available in their respective jurisdictions by entering into this MAA. The lands or districts comprising the respective jurisdictions of the Parties are adjacent or contiguous to one another such that the rendering of mutual assistance between the Parties in response to a fire or hazardous material incident is feasible.

4. Responsibilities of the Parties:

a. The Parties have mutually concluded that it is desirable, practicable, and beneficial for the Parties to enter into this MAA to memorialize their willingness and ability to render assistance to one another in order to enhance the safety and security of the City and the County.

b. The Parties desire to enter into this MAA to provide personnel and equipment required for fire prevention; the protection of life and property from fire; firefighting and suppression which includes emergency services, basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps; and trench, building, and confined space extractions.

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c. The senior officer of the Fire Department of either Party, present at a fire or hazardous material incident may request assistance under the terms of this MAA from the other Party's Fire Department whenever he/she deems it necessary to make such a request.

d. The requesting and rendering of assistance from one Party to the other under the terms of this MAA shall be accomplished in accordance with detailed operational plans and procedures, which shall be developed by each of the Parties. The technical heads of each Party's Fire Department shall work together to implement such plans and procedures in a manner compatible with the operational authorities of each. In the absence of more specific procedures, the Parties will generally proceed as follows:

(1) The senior officer on duty of the Party receiving a request for assistance shall take the following actions:

(a) Immediately determine if the requested apparatus and personnel are available to respond to the call for assistance.

(b) If available, the responding Party shall, in accordance with the terms of this MAA, dispatch such apparatus and personnel, along with instructions as to their mission, use and deployment, in quantities and amounts as in the judgment of the senior officer receiving the call can be provided to the requesting Party without jeopardizing the responding Party's ability to continue to provide fire services within its jurisdiction.

(2) The senior officer of the Party requesting assistance shall normally assume full charge of the operations at the scene of the fire or other emergency unless otherwise agreed to by the technical heads of the Parties involved that a senior officer of the Party furnishing the assistance may assume responsibility for the coordination of the overall operations at the scene of the fire or other emergency.

e. The rendering of assistance under the terms of this MAA shall not be mandatory.

f. The Party receiving a request for assistance shall endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of resources as may be dispatched in response to the request for assistance.

g. Neither Party shall hold the other Party liable or at fault for: failing to respond to any request for assistance; or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel. The Parties acknowledge that each Party is primarily and ultimately responsible for the provision of fire suppression and hazardous material incident response needed within their own jurisdictions.

h. If feasible, the Parties may, but are not required, to jointly conduct pre-fire planning inspections, drills and training.

i. The Parties agree that reimbursement for services provided under this MAA shall only allowable to the Party providing assistance when (i) equipment is lost or damaged; (ii) substantial amounts of supplies were expended that were directly related to the assistance provided; or (iii) other significant costs were incurred that cause the non-requesting Party to expend unbudgeted funds.

j. Whenever either Party hosts fire protection training for its own Fire Department ("Host Department") it may, to the maximum extent practicable and subject to its sole discretion, offer to provide the same training to members of the other Party ("Guest Department"). Any such training will be provided on a space available basis only.

k. The Host Department will not charge the Guest Department for any training provided under the terms of this MAA unless it is a cost that cannot be covered by the Host Department such as cost per student or cost of a certificate. The Guest Department shall reimburse the Host Department for any charges incurred within forty-five (45) days of invoicing by the Host Department.

l. **Training.**

(1) There is no obligation on the part of either Party to provide any training to the other Party, nor is there any obligation to participate in any training provided by the other Party.

(2) The Guest Department is responsible for ensuring that its members observe all rules, regulations, and guidelines established by the Host Department. The Host Department shall provide the Guest Department with applicable rules, regulations and guidelines prior to the occurrence of any training activities. Neither Party shall hold the other Party liable or at fault for damage or injury incurred during joint training activities.

(1) The Host Department reserves the right to deny training to any member of the Guest Department who does not meet the prerequisites necessary to attend the training which is offered by the Host Department.

5. Execution of this Mutual Aid Agreement. This MAA shall become effective upon the last date of execution by the Parties, and shall remain in full force and effect for a term of five (5) years ending on DECEMBER 31, 2031, or until otherwise cancelled by mutual agreement of the Parties upon the provision of at least sixty (60) days advance written notice from the Party desiring to terminate this MAA to the other Party. It may be renewed upon the mutual written agreement of the Parties. Upon becoming effective, this MAA shall supersede all previous agreements between the Parties. The agreement will be reviewed annually and a rewrite will be conducted every 10 years.

WITNESS THE SIGNATURES of the undersigned on the dates indicated by each respective signature.

HARRISON COUNTY, MISSISSIPPI	CITY OF LONG BEACH, MISSISSIPPI
~~Dan Cuevas, President~~ KENT JONES V.P. Harrison County Board of Supervisors	~~Tim Pierce, Mayor~~ Donald Frazer Mayor Pro Tempore
DATE: 7/6/2026	DATE: 8/4/26
Pat Sullivan, Fire Chief Harrison County Fire Rescue	Griff Skellie, Fire Chief Long Beach Fire Department
DATE: 7-6-26	DATE: 8/4/26

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Supervisor NATHAN BARRETT moved the adoption of the following Order:

ORDER APPROVING MUTUAL AID AGREEMENTS BETWEEN HARRISON COUNTY AND THE CITIES OF BILOXI, D'IBERVILLE, GULFPORT, LONG BEACH AND PASS CHRISTIAN FOR THE PROVISION OF FIRE FIGHTING SERVICES AND OTHER EMERGENCY ASSISTANCE

ORDERED BY THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, that the Board does hereby approve the Mutual Aid Agreements for Fire Fighting Services and Other Emergency Assistance, as listed and attached hereto, and authorizes the signing thereof by the Board President and Fire Chief, as follows:

(1) Mutual Aid Agreement for the Provision of Fire Fighting Services and other Emergency Assistance with the City of Biloxi, attached hereto as Exhibit "A" and incorporated herein by reference;

(2) Mutual Aid Agreement for the Provision of Fire Fighting Services and other Emergency Assistance with the City of D'Iberville, attached hereto as Exhibit "B" and incorporated herein by reference;

(3) Mutual Aid Agreement for the Provision of Fire Fighting Services and other Emergency Assistance with the City of Gulfport, attached hereto as Exhibit "C" and incorporated herein by reference;

(4) Mutual Aid Agreement for the Provision of Fire Fighting Services and other Emergency Assistance with the City of Long Beach, attached hereto as Exhibit "D" and incorporated herein by reference; and

(5) Mutual Aid Agreement for the Provision of Fire Fighting Services and other Emergency Assistance with the City of Pass Christian, attached hereto as Exhibit "E" and incorporated herein by reference.

Supervisor MARLIN R. LADNER seconded the motion to adopt the above and foregoing Order, whereupon the question was put to a vote with the following results:

Supervisor DAN CUEVAS	voted	AYE
Supervisor REBECCA POWERS	voted	AYE
Supervisor MARLIN R. LADNER	voted	AYE
Supervisor KENT JONES	voted	AYE
Supervisor NATHAN BARRETT	voted	AYE

The majority of the members present, having voted in the affirmative, the motion was declared carried, and the Order adopted on this the 6th day of July 2026.

* *

Alderman Bennett made motion, seconded by Alderman McGoey, and unanimously carried to approve annual an agreement with Tyler Technologies and Long Beach Police Department and authorize Mayor Pro Tempore to execute same as follows:

jeaneen

From:	Luce, Megan <Megan.Luce@tylertech.com>
Sent:	Wednesday, July 29, 2026 2:50 PM
To:	Jeaneen
Subject:	Action Required: CloudGavel Agreement Update - Signature Request
Attachments:	Long Beach Police Department, MS.pdf
Follow Up Flag:	Follow up
Flag Status:	Flagged

Good afternoon,

I hope you're doing well. As you may know, CloudGavel was acquired by Tyler Technologies in November 2025. You can read the official announcement here: https://investors.tylertech.com/news/news-details/2025/Tyler-Technologies-Acquires-CloudGavel/default.aspx

As part of that transition, we are updating our records and asking all CloudGavel customers to execute a new agreement on Tyler Technologies letterhead. This agreement does not change the services you receive with CloudGavel. It simply ensures our documentation accurately reflects the acquisition and Tyler Technologies as the contracting entity.

Please review and sign the attached agreement at your earliest convenience. Also, please note that this is not an invoice or a bill. No payment is due as a result of this request. If you have any questions about the agreement or the transition to Tyler Technologies, please don't hesitate to reach out. We're happy to help.

Thank you for your continued partnership, and we appreciate your prompt attention to this request.

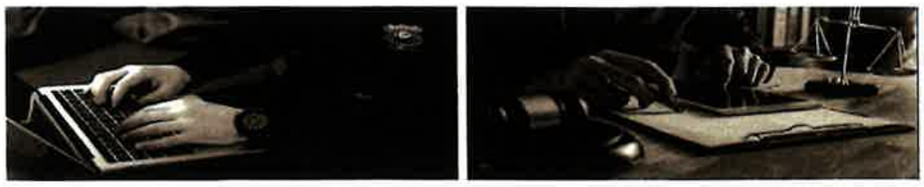
Best regards,

Megan Luce
Sales Analyst
Tyler Technologies, Inc.
www.tylertech.com

tyler technologies

tyler technologies

Empowering people who serve the public®.



CLOUDGAVEL RENEWAL AGREEMENT FOR ELECTRONIC WARRANTS CLOUD-BASED SERVICES

Long Beach Police Department, MS

July 29, 2026

Submitted by:
Casey Roussel
Director of Operations
Tyler Technologies, Inc.
504-559-2607
Casey.roussel@tylertech.com

CloudGavel SERVES JUSTICE SAVES TIME.

tyler technologies

Investment Summary for Long Beach Police Department, MS

We are providing an unlimited use license for Long Beach Police Department, MS ("Client"). This includes all Long Beach Police Department users and all required Court users for our CloudGavel electronic warrants solution.

This Agreement is effective as of the date of last signature below ("Effective Date"). This Agreement will have an initial one-year SaaS term commencing on the first day of the first month following the Effective Date, with one-year automatic renewals at an increase of 5% per year. The Client will be invoiced for SaaS fees annually in advance commencing on the first day of the first month following the Effective Date. Implementation services are invoiced in full upon the Effective Date.

The annual SaaS fee includes the following:

- Deployment of the CloudGavel Solution to all client users that require access to the system.
- Deployment of all state master templates and workflows.
- All system-wide product enhancements
  - These consist of all enhancements available to all clients. Any features specific to only the Client, meaning that they are not used by any other agency, will fall under the custom feature fee schedule.
- Technical support as listed in the link below.
- If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees.

Annual Pricing (January 1– December 31)

Warrant Approval Module Annual SaaS Fee:	$ 2,300.00
Annual Cost Escalator:	5%

This Agreement is subject to the SaaS Services Terms available at: https://www.tylertech.com/Portals/0/Terms/Courts-Public-Safety/Courts-and-Public-Safety-SaaS-Agreement.pdf. By signing this Agreement, Client acknowledges that it has read, understands, and agrees to such terms.

Long Beach Police Department, MS

By: [signature]
Name: Donald Frazer
Title: Mayor Pro Tempore
Date: 8/4/26

Tyler Technologies, Inc.

By: ______________________
Name: ______________________
Title: ______________________
Date: ______________________

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Alderman Bennett made motion, seconded by Alderman McCaffrey to approve the Special Events Application and reduced fee request submitted by Moises Espinal for Gulf Coast Veterans Day Parade as follows:

CITY OF Long Beach MISSISSIPPI

SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: 7/27/26 **Time:** ____________ **By:** __________

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

SUMMARY OF EVENT

Event Title: Gulf coast Veterans ~~Day~~ Association - Long Beach Veteran's Day parade

Please give a brief description of the proposed event:

Veteran Day Parade and celebration

Event Day (s) & Date (s): 11/07/2026 Event Time (s): 10:00am - 2:00pm

Set-Up Date & Time: 11/07/2026 - 9:00am Tear-Down Date & Time: 11/07/2026 - 3:00pm

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

Event Location Description: Downtown Long Beach Jeff Davis

Sponsoring Organization's Legal Name: Gulf coast Veterans Association & Coast Cares Foundation

Organization Agent: Moises G. Espinal, CPA

Phone: 228-574-5395 Home: — Cell: — During Event

Agent's Address: 304 East Railroad St. Long Beach, MS 39560

Agent's E-mail Address: Moises@msgcva.org

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

How many years has this event occurred? 4

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: 10:45 AM Through Date/Time: 11:30AM

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:

6 spaces in front of Town Green for High ranking officers

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 __________

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

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

If yes, you must 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 identity the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

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- **OTHER REQUESTS:** (i.e., Police Department assistance, Fire Department, Street closures, electrical, etc.)
  Fire Ladder w/ flag, Police Dept for street closures

- **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.

07/27/26

Date — Signature of Sponsoring Organization's Agent

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

Event Title: Veterans Day Parade & Celebration

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

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

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

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

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

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

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

Have businesses been notified for street closures?: YES NO

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Kcook@longbeachms.gov

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT
TOWN GREEN

EMERGENCY CONTACT DURING EVENT: Ryan Ladner (228)669-7601

Group / Individual Name (Permittee):
Gulf coast Veterans Association and Coast Cares Foundation

Telephone Number: 228-574-5395 **Email:** Moises@MSGCVA.org

Street Address: 304 East Railroad St.

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

Type of Event: Veterans Day Parade

Start Time: 9:00am

Closing Time: 2:00 pm

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

11/07/26.
(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 permittee or permittee'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: ______ **Date:** 05/16/26

Rental Fee $______ Receipt #______ Date______

Deposit Fee $______ Receipt #______ Date______

Clean-up Fee $______ Receipt #______ Date______

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

~ 1 ~

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 Moises G. Espinal, CPA ______, 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 16 day of May, 2026.

Authorized Signature ______

Witness ______

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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 should do so by contacting City Hall for reservations at 228-863-1556 if the facility is not rented then it is a 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 closing the Town Green to the general public. When renting the shoo-fly area the permittee 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 permittee. However, the City does rent their stage and bleacher area north and south Gazebo and the shoofly area. You can get the rental fees for those areas by contacting the Parks and Recreation Department at 228-669-7601

Cooking on the town green is prohibited.

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 permittee 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 the by the Parks and Recreation Department.

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

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

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

Initial: MGE

~ 3 ~

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 organization's 501c3 tax status form that is filed with the Secretary of State in Jackson, MS. If you do qualify for the discounted rate, it will be reduced by half.

Security Personnel - $25.00 per hour with 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 refunds 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 permittee cancel his/her event with the Parks and Recreation Department prior to 60 days of the scheduled event, 100% of the deposit will be refunded. Any cancellation within 60 days, the deposit will be forfeited. If a warning or watch for a hurricane is present, the renter would be refunded full rent and deposit. Any other exception (weather conditions) will be on a case-by-case basis.

Initial: MGE

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Gulf Coast Veterans Association
Coast Cares Foundation

July 28, 2026

Mayor Timothy I. Pierce
Board of Aldermen
201 Jeff Davis Avenue
Long Beach, MS 39560

Dear Mayor Pierce and Members of the Board of Aldermen,

The Gulf Coast Veterans Association and Coast Cares Foundation are respectfully requesting approval to host the Veterans Day Parade and Celebration on Saturday, November 7, 2026, in Long Beach.

Both organizations are recognized 501(c)(3) nonprofit organizations and have worked diligently to support and give back to our local community, including VFW Eddy Blake Post 3937 and American Legion Post 1995.

We respectfully request permission to hold the parade and celebration at the Town Green. In support of this event, we will seek donations from individuals and businesses to ensure that every Veteran in attendance receives a meal and is shown the appreciation they deserve.

We are also requesting a reduced fee of $100.00 for the use of the Town Green. The celebration will include a display of large military equipment for the public to enjoy, as well as participation from military-owned vendors.

Any proceeds raised from the event will be donated back to local military organizations.

We sincerely appreciate your consideration of this request and your continued support of our local veterans and military community.

Respectfully,

Moises G. Espinal, CPA

Moises G. Espinal, CPA
Gulf Coast Veterans Association

Angie Johnson, President
Coast Cares Foundation

* *

Following further discussion, Alderman McCaffery made a substitute motion, seconded by Alderman Bennett, to waive all applicable fees associated with the Gulf Coast Veterans Day Parade and Celebration in recognition and appreciation of our veterans and their service. The motion was unanimously carried.

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Alderman Bennett made a motion, seconded by Alderman McCaffrey, and unanimously carried to approve Amendment No. 1 to the contract for Public Works Operations and Water and Sewer Billing Service, as submitted, and to authorize the Mayor to execute same:

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AMENDMENT ONE
To: Contract for Public Works Operations and Water and Sewer Billing Services
For The
City of Long Beach, MS

In Consideration of the promises set forth in the contract dated 25th of November 2025, between the **City of Long Beach, Mississippi** (hereinafter referred to as the **City**) and **H2O Innovation, Operation and Maintenance, LLC** (hereinafter referred to as **Contractor**), whose address is 1710 23rd Avenue, Gulfport, MS, 39501, regarding the above captioned project, the parties agree the contract is amended as follows:

Owner and Operator agree to the following:

A. SECTION 3, SCOPE OF SERVICES: CONTRACTOR

The scope of services shall be amended to include the addition of one person, consisting of a grounds and landscape technician, increasing the minimum staffing requirement under Section 6 from thirty-four (34) to thirty-five (35) full-time equivalent positions.

Contractor shall perform routine horticultural maintenance of the City-owned flower beds and planting areas identified in **Exhibit A-1**, including weeding and cultivation, pruning and shaping of shrubs and ornamental plantings, edging of bed lines and adjacent walks and curbs, and removal of all debris generated by the work. This service is in addition to, and does not duplicate, the right-of-way vegetation management and City Hall grounds mowing already within the scope of services.

All costs of employees, fuel, and supervision associated with this additional staff shall be paid by Contractor. The City shall furnish and pay for equipment, mulch, pine straw, fertilizer, soil amendments, and replacement plant material as provided in Section 4.5. Services under this Section shall commence **September 1, 2026**.

B. SECTION 10 AND EXHIBIT B, COST OF WORK

Contract **EXHIBIT B, COST PROPOSAL** shall be adjusted to the table below. Contractor agrees to amend its current compensation, which is inclusive of the changes referenced in Section A of this Amendment, by the additional cost of **$65,639.00** per year, or $5,469.92 per month. Compensation for this position commences September 1, 2026 and is prorated for the contract year December 1, 2025 – November 30, 2026, for which three (3) months are billable in the amount of $16,409.75. Compensation remains subject to the 2.00% annual Cost-of-Living adjustment beginning December 1, 2026, and is not inclusive of additional adjustments to Section 3:

Contract Year	Total Compensation
December 1, 2025 – November 30, 2026	$2,482,913.75
December 1, 2026 – November 30, 2027	$2,582,785.78
December 1, 2027 – November 30, 2028	$2,634,441.82
December 1, 2028 – November 30, 2029	$2,687,130.63

Compensation shall be paid monthly in accordance with Section 10. Monthly installments for the contract year December 1, 2025 – November 30, 2026 are $205,542.00 for December 2025 through August 2026 and $211,011.92 for September, October, and November 2026.

All other paragraphs, terms, and conditions of the **"Public Works Operations and Water and Sewer Billing Services"** shall remain in force and in full effect.

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

City of Long Beach, MS
(Owner)

By: [signature]
~~Mayor Tim I. Pierce~~ Donald Frazer Mayor Pro Tempore
Date: 8/4/26

By: Emma Ward
Emma Ward, City Clerk
Date: 8-4-26

H2O Innovation, Operation and Maintenance, LLC
(Operator)

By: ______________________
Robert J. Knesal, PE, Senior Vice President
Date: ______________

By: ______________________
Witness: Contractor
Date: ______________

EXHIBIT A-1
Schedule of City-Maintained Flower Beds and Planting Areas

Bed ID	Site / Location	Street	Latitude	Longitude	Season
LB-001	City Hall – front (north) raised planter	Jeff Davis Ave	30.349362	-89.150514	Year-round
LB-002	City Hall – south raised planter at bench	Jeff Davis Ave	30.349196	-89.150470	Year-round
LB-003	E Beach Blvd streetscape planting strip	E Beach Blvd	30.345444	-89.148161	Year-round
LB-004	Downtown gateway marker bed	E Beach Blvd	30.345444	-89.148161	Year-round
LB-005	Harbor entrance signal island bed	E Beach Blvd	30.345211	-89.148018	Year-round
LB-006	Long Beach Harbor monument sign bed	S Cleveland Ave	30.346501	-89.143036	Year-round

* *

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Mayor and Board of Aldermen

Alderman McCaffrey made a motion, seconded by Alderman Bennett, and unanimously carried to schedule an additional FY27 Budget Work Session for Monday, August 10, 2026, at 5:00 p.m. in the Long Beach City Hall Meeting Room.

****

At the request of Alderman Giuffria, the Board discussed potential regulations regarding micromobility devices and e-bikes. Following discussion, Alderman Giuffria made motion, seconded by Alderman McGoey, and unanimously carried to form a committee to work with Police Chief Seal and City Attorney Simpson on the development of a proposed ordinance for future consideration by the Board. Aldermen McGoey, Bennett, and Giuffria, volunteered to serve on the committee and assist with the development of the proposed ordinance.

****

At the request of Alderman Giuffria, discussion began on a Ward 3 street lighting review task force. There was no action taken.

****

During Departmental Business, Mayor Pro Tempore Frazer discussed with the Board the option of receiving meeting packets electronically rather than in printed form. Aldermen Giuffria and McGoey requested to continue receiving printed copies. The remaining Board members agreed to receive their meeting packets electronically beginning with the August 18, 2026, regular meeting.

*   *

Discussion continued under Mayor's Office; whereupon Mayor Pro Tempore Frazer addressed the condition of the air-conditioning units at City Hall. Alderman Bennett made motion, seconded by Alderman McCaffrey, and unanimously carried to authorize the City Clerk to obtain quotes for the repair of the existing units and for the replacement of all units.

****

There were no Departmental Reports from the following Department Heads:

- Fire Department
- Harbor

****

Based on the recommendation of Civil Service Commission and Police Chief Seal, Alderman McCaffrey made motion, seconded by Alderman Allen, and unanimously carried to approve personnel actions as follows:

- Emergency New Hire, pending Civil Service approval: Police Officer Thomas Mears; PS-9-III; effective 08/16/26.
- Step Increase: Police Officer David Eisman; PS-9-III; effective 08/16/26.
- Step Increase: Police Officer Brandon Singletary; PS-9-II; effective 09/01/26.
- Step Increase: Police Officer Amin Whitmore; PS-9-II; effective 09/01/26.

* *

Based on the recommendation of Civil Service Commission and Fire Chief Skellie, Alderman McCaffrey made motion, seconded by Alderman Bonds, and unanimously carried to approve personnel actions as follows:

- Demotion: Firefighter Michael Scheid; FS-9-II; effective 07/15/26.

* *

Based on the recommendation of Civil Service Commission and Mayor Timothy I. Pierce, Alderman McCaffrey made motion, seconded by Alderman Allen, and unanimously carried to approve personnel actions as follows:

- Step Increase: Parks and Rec Director Robert (Ryan) Ladner; CSU-10-I; effective 09/01/26.
- Step Increase: Building Official Mike Gundlach; CSA-9-XVII; effective 10/01/26.

* *

Based on the recommendation of Civil Service Commission and Parks and Rec Director Ryan Ladner, Alderman McCaffrey made motion, seconded by Alderman Allen, and unanimously carried to approve personnel actions as follows:

- Retirement: Sr. Citizens Center Craft Instructor Deborah Joy Necaise; CSU-5-VIII; effective 08/31/26.

* *

Based on the recommendation of Civil Service Commission and Acting Harbor Director Curtis Faulks, Alderman McCaffrey made motion, seconded by Alderman Bennett, and unanimously carried to approve personnel actions as follows:

- Step Increase: Harbor Guard Larry Edwards; CSH-2-VII; effective 10/16/26.
- Step Increase: Harbor Guard Tim Smith; CSH-2-VIII; effective 10/16/26.
- Step Increase: Harbor Guard Jay Miller; CSH-2-VI; effective 10/16/26.

* *

Based on the recommendation of Civil Service Commission and Building Official Mike Gundlach, Alderman McCaffrey made motion, seconded by Alderman Allen, and unanimously carried to approve personnel actions as follows:

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- Resignation: Zoning Enforcement Officer William Dale Stogner; CSA-3-VII; effective upon the hiring and training of a replacement.

* *

City Clerk Emma Ward thanked Courtney Cuevas-Welch for assisting in the completion of the packets and agenda for this meeting as well as Tina Dahl and Nicole Guillot.

* *

Police Chief Billy Seal presented the Mayor and Board with a budget amendment. Alderman Bennett made motion, seconded by Alderman McCaffrey, and unanimously carried to approve request budget amendment as submitted:

William A. Seal
Chief of Police

LONG BEACH POLICE DEPARTMENT

July 31, 2026

To: Mayor Pierce
Board of Alderman

From: Chief Seal

Re: Budget Amendment

I am respectfully requesting to amend the Police Department 2025-2026 budget by placing $100,000.00 from Wages/Salaries (600100) into Maintenance Contracts (621700). These funds are available due to unfilled positions during this budget year.

Thank you for your consideration.

William Seal
Chief of Police

* *

Based on the recommendation of City Engineer David Ball, Alderman McCaffrey made motion, seconded by Alderman Bennett, and unanimously carried to approve the proposed change order #1 for Rosalie Drive Drainage Improvement and authorize Mayor to execute same:

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OVERSTREET & ASSOCIATES
CONSULTING ENGINEERS

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

July 30, 2026

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

RE: Proposed Change Order 1
Rosalie Drive Drainage Improvements (1406)

Ladies and Gentlemen:

The attached change order for the referenced project establishes a pay item for the Contractor to coordinate with and pay Coast Electric Power Association for the relocation of an existing utility that conflicts with the proposed drainage improvements. We recommend that the City approve this change order. The utility conflict was identified during the design of the project, and the relocation is necessary to complete the proposed drainage improvements. The associated cost is eligible for reimbursement through the MCWI/ARPA grant. The Contractor's markup included in the change order does not exceed the maximum 15% markup allowed under the Contract.

Sincerely,

David Ball, P.E.

Change Order No. 1

Date of Issuance: 7/30/2026 | Effective Date: 8/4/2026

Project: | Owner: City of Long Beach | Owner's Contract No.: 425-1-SW-S.6
Contract: ROSALIE DRIVE DRAINAGE IMPROVEMENTS | Date of Contract: 4/21/2026
Contractor: SCI, LLC | Engineer's Project No.: 1406

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

Description:
1. Add pay item to relocate confilicting Coast Electric Power Assoication utility.

Attachments: (List documents supporting change):
1. Contractor's request.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $348,538.70	Original Contract Times: [ ] Working Days [ ] Calendar days Substantial completion (days or date): 8/21/2026 Ready for final payment (days or date):
(Decrease) in Contract Price from previous Change Orders No. n/a to No. n/a: $0.00	Change in Contract Time from previous Change Orders No. n/a to No. n/a Substantial completion (days or date): Ready for final payment (days or date):
Contract Price prior to this Change Order: $348,538.70	Contract Times prior to this Change Order: Substantial completion (days or date): 8/21/2026 Ready for final payment (days or date):
(Increase) in Contract Price due to this Change Order: $3,195.22	Change in Contract Time due to this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Revised Contract Price incorporating this Change Order: $351,733.92	Contract Times incorporating this Change Order: Substantial completion (days or date): 8/21/2026 Ready for final payment (days or date):

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By:	By:	By: Mayor Pro Tempore
Date: 7/30/2026	Date: 07/30/2026	Date: 8/4/26

ATTACHMENT TO CHANGE ORDER NUMBER 1 — PROJECT NO 1406

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY		UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
	BASE BID								
10-A	MOBILIZATION	1	L.S.	$31,251.60	$31,251.60		$0.00	1.00	$31,251.60
310-A	12" PVC CULVERT	10	L.F.	$41.60	$416.00		$0.00	10.00	$416.00
310-B	36" RCP CULVERT	960	L.F.	$128.30	$123,168.00		$0.00	960.00	$123,168.00
310-C	48" RCP CULVERT	140	L.F.	$218.90	$30,646.00		$0.00	140.00	$30,646.00
320-A	CATCH BASIN, PEDESTAL TYPE	4	EA.	$9,382.90	$37,531.60		$0.00	4.00	$37,531.60
320-B	JUNCTION BOX	1	EA.	$13,742.70	$13,742.70		$0.00	1.00	$13,742.70
320-C	MODIFIED CONCRETE HEADWALL	1	L.S.	$8,910.00	$8,910.00		$0.00	1.00	$8,910.00
500-A	PIPE BEDDING / PIPE FOUNDATION MATERIAL	200	C.Y.	$113.70	$22,740.00		$0.00	200.00	$22,740.00
500-B	SELECT SANDY BACKFILL	900	C.Y.	$28.20	$25,380.00		$0.00	900.00	$25,380.00
500-C	GEOTEXTILE FABRIC	440	S.Y.	$4.00	$1,760.00		$0.00	440.00	$1,760.00
505-A	CLEARING AND GRUBBING	1	L.S.	$13,215.60	$13,215.60		$0.00	1.00	$13,215.60
510-A	MISCELLANEOUS SITE WORK	1	L.S.	$5,555.10	$5,555.10		$0.00	1.00	$5,555.10
510-B	VEGETATIVE COVER	1750	S.Y.	$1.00	$1,750.00		$0.00	1750.00	$1,750.00
510-C	SOLID SOD	100	S.Y.	$8.00	$800.00		$0.00	100.00	$800.00
510-D	FENCE RESTORATION	630	L.F.	$30.10	$18,963.00		$0.00	630.00	$18,963.00
520-A	MAINTENANCE OF TRAFFIC	1	L.S.	$2,035.00	$2,035.00		$0.00	1.00	$2,035.00
530-A	STORMWATER MANAGEMENT	1	L.S.	$2,817.30	$2,817.30		$0.00	1.00	$2,817.30
CO1-1	UTILITY RELOCATION (COAST ELECTRIC)	0	L.S.	$3,195.22	$0.00	1	$3,195.22	1.00	$3,195.22
	TOTAL UNIT PRICE BASE BID ITEMS				$340,681.90		$3,195.22		$343,877.12
ALTERNATE									
510-E	RELOCATE EXISTING SHED	4	EA.	$1,964.20	$7,856.80		$0.00	4.00	$7,856.80
	TOTAL OF ALL UNIT PRICE BID ITEMS + ALTERNATE ITEMS				$348,538.70		$3,195.22		$351,733.92

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Mayor and Board of Aldermen

SCI
CIVIL CONTRACTORS

10404 Commerce Parkway
Gulfport, MS 39503
Office: (228) 207-2383

Todd Parker
President

Change Order Request

TO: Overstreet & Associates
Long Beach, MS
City of Long Beach

Date: 29-Jul-26
Attn: Tyler Yarbrough
RE: Rosalie Drive Drainage
Phone No. 228-967-7137
Cell No. 228-669-2973

Quote Prepared By:
Kyle Penton
SCI is requesting a change to the orginal contract for the following item

NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
W.O. #261547	Utility Relocation (Coast Electric)	1	LS	$ 3,195.22	$ 3,195.22
				TOTAL	**$ 3,195.22**

Notes
The change order includes the construction costs and coordination for the relocation of an existing power pole.

SCI appreciates the opportunity to serve your company. Once this quote is signed by both parties, contract will follow for approval.

Sincerely,
SCI

Todd Parker

Mayor Pro Tempore
Authorized Agent

AGREEMENT FOR THE PURCHASE OF POWER

This Agreement made and entered into on this the 28th day of July, 2026 by and between the COAST ELECTRIC POWER ASSOCIATION, a corporation organized and existing under and by virtue of the laws of the State of Mississippi, and whose home address is Kiln, Mississippi (hereinafter referred to as the "Association") and SCI LLC (Member Sep#) W.O. #261547 (hereinafter referred to as the "Consumer"), provides for the following:

Provided the Association is able to make available to the Consumer electric energy of the type described below, and at a location which is also described, then for and in consideration of the mutual covenants herein contained, the parties hereto contract and agree with each other as follows, namely:

1. The Association will construct 0.00 (0 feet) miles of electric distribution line to serve the Consumer's premises located in Harrison County identified by the Association as being an extension from the Association's pole no. N/A to proposed pole N/A more particularly described relocate VA3 with primary riser.

2. Electric Energy to be delivered shall be of the type commonly known as alternating current, single phase, and approximately 60 cycles with voltage of approximately 240 volts, and of a capacity not to exceed 25 K.W.

3. For all current consumed the Association shall bill to the Consumer on its regular established rates, a copy of which is on file at the office of the Association, or such other superseding rate schedule as may become effective.

4. Notwithstanding any provisions of the said rate schedule, the Consumer agrees to make a minimum monthly payment of $ N/A net Plus all applicable taxes to the Association for a period of N/A months from date service is first made available.

5. In the event the Consumer does not occupy the premises for the full period of N/A months, it is hereby stated and understood that such absence will in no way relieve or release his obligation to the Association to continue monthly payments, even though the Consumer does not use electric energy made available by the Association.

6. The Consumer agrees to make application to the Association for Membership, and abide by such rules and regulations as apply to Members of the Association.

7. Upon application Consumer shall pay to the Association the sum of $ 2,778.45 ($2,596.68 plus $181.77 Sales Tax) which amount shall be construed as payment for the following:

   A. $ ________ Membership Fee

   B. $ ________ Service Charge plus applicable tax

   C. $ 2,778.45 Non Refundable Aid to Construction

   D. $ ________ Advance Payment to be applied at the rate of $ ________ per month to the member's account, beginning with the first monthly billing. At the close of the ______ month period, the full amount of $ ________ shall have been applied for energy consumed or in payment of the stipulated minimum.

   E. $ ________ Advance Payment in the amount of $ ________ will be retained by the Association until such time as the member has paid the stipulated minimum for a period of ______ months. At the end of the ______ months the members account will be credited with the Advance Payment at the rate of $ ________ per month. At the close of the ______ month, the full amount of $ ________ shall be applied for energy consumed or in payment of the stipulated minimum.

   F. $ ________ Other:

8. The Association shall use reasonable diligence to provide a constant uninterrupted supply of electric power and energy, but if such shall fail or be interrupted, or become defective through act of God, or the public enemy, or by strikes, labor troubles, or by action of the elements, or inability to secure rights-of-way or other permits, or for any other cause beyond the reasonable control of the Association, then the Association shall not be liable thereof.

9. The Association reserves the right to make additions to or extensions from this or any connecting lines which are constructed or to be constructed to additional Consumers from this or connected locations, and such service and additions shall in no way affect the terms of this contract. It is agreed and understood that Consumer has no right, title or interest whatever in the lines, poles or attachments.

   HOWEVER,

   If and whenever the Association desires to discontinue the minimum charge temporarily or otherwise, the Association may do so at any time, but notice of the discontinuance of the minimum rate shall be sent to the Consumer thirty days prior to the discontinuance or the re-establishment of said minimum rate.

10. The electric energy supplied under this agreement is supplied upon the express condition, that after it passes the point of delivery, it becomes the property of the Consumer and the Association shall not be liable for loss or damage to any person or property whatsoever resulting directly or indirectly from the use, or misuse or presence of said electric energy on the Consumer's premises, or elsewhere after it passes the point of delivery to the Consumer. The Consumer agrees to keep its lines, apparatus, appliances and other equipment in a safe condition at all times.

11. This agreement shall be binding upon and inure to the benefit of the successors, legal representatives and/or assigns of the respective parties hereto.

12. In the event of a breach of this agreement by member, or failure to pay for the service herein provided, then all payment made by member pursuant to this agreement shall be forfeited to Association as liquidated damages for breach of contract, and the Association is authorized to enter upon the premises of member and to remove there from all its wires, poles, equipment and appurtenances.

IN WITNESS WHEREOF, the above terms and conditions being mutually agreed upon, the parties hereto have caused this agreement to be properly executed by them, or their legal and/or authorized representative, and all such parties as may be concerned, all as of the date and year first written.

x ________________
Member

By: Project Manager
Title

COAST ELECTRIC POWER ASSOCIATION

By: ________________
President and CEO
Chris K. Rhodes

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Mayor and Board of Aldermen

Coast Electric Power Association
****

Receipt ID: 3110924

07/29/26 10:14 AM
GPT03 417 41714

FOR: SCI LLC

0
Contribution in Aid
2596.68

0
23650-STATE SALES TAX
181.77

TOTAL: 2778.45

CCARD : 2778.45
APPROVAL CODE: 03013G

CHANGE : .00

* *

Based on the recommendation of City Engineer David Ball, Alderman McCaffrey made motion, seconded by Alderman McGoey, and unanimously carried to approve Long Beach Small Craft Harbor Electrical Platforms:

OVERSTREET & ASSOCIATES
CONSULTING ENGINEERS

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

July 30, 2026

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

RE: Long Beach Small Craft Harbor – Electrical Platforms

Ladies and Gentlemen:

We received bids for the referenced project on July 22, 2026 and have attached a Certified Tabulation of the bids. The apparent low bid was offered by Harris Contracting Service, Inc. ("Harris") of Eight Mile, AL. However, they failed to include a copy of their home state's law pertaining to non-resident contractors. Our understanding of Mississippi's law (Sec. 31-3-21) indicates that bids submitted by non-resident contractors without including that document must be rejected and not considered for award. Therefore, we have indicated that their bid was non-responsive and have indicated their bid pricing with "strikethrough" text formatting. We hereby request that the City Attorney verify that statutory requirement to reject the Harris bid.

Assuming rejection of the Harris bid is required, the official low bid was offered by J.E. Borries, Inc. ("Borries") of Pascagoula, MS at $2,998,695. Their offered price is less than 10% above our ~$2.8M estimate of probable cost, therefore, we believe the City could award the work to Borries subject to the availability of funds. We recommend that the City authorize appropriate City representatives and your team of consultants to negotiate with Borries as allowable under MS procurement law in order to determine if any revisions to the pricing or scope may be found and agreed upon. Such revisions would be documented and presented to the Board for review and approval prior to finalizing the award.

We await your direction.

Sincerely,

David Ball, P.E.

OVERSTREET & ASSOCIATES

CITY OF LONG BEACH
LONG BEACH HARBOR - ELECTRICAL PLATFORMS
[illegible]

PAY ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
[illegible]	MOBILIZATION	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

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Mayor and Board of Aldermen

OVERSTREET & ASSOCIATES
CONSULTING ENGINEERS

PAY ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
7-J	DISTRIBUTION BETWEEN PIERS 1 & 2	LS	1	$ 17,400.00	$ 17,400.00	$ 23,124.00	$ 23,124.00	$ 15,600.00	$ 15,600.00	~~$ 20,000.00~~	~~$ 20,000.00~~
7-K	DISTRIBUTION BETWEEN PIERS 2 & 3	LS	1	$ 22,700.00	$ 22,700.00	$ 25,933.00	$ 25,933.00	$ 15,462.00	$ 15,462.00	~~$ 24,000.00~~	~~$ 24,000.00~~
7-L	DISTRIBUTION PIER 4	LS	1	$ 5,500.00	$ 5,500.00	$ 40,344.00	$ 40,344.00	$ 24,673.00	$ 24,673.00	~~$ 33,750.00~~	~~$ 33,750.00~~
7-M	DOUBLE 30A POWER PEDESTAL "P1" WITH WIRING	EA	9	$ 2,300.00	$ 20,700.00	$ 4,237.35	$ 38,136.15	$ 4,394.00	$ 39,546.00 *	~~$ 3,300.00~~	~~$ 29,700.00~~
7-N	SINGLE 30A/30A POWER PEDESTAL "P2" WITH WIRING	EA	4	$ 2,400.00	$ 9,600.00	$ 4,039.32	$ 16,157.28	$ 4,534.00	$ 18,136.00	~~$ 3,400.00~~	~~$ 13,600.00~~
7-O	2" SCH 80 ELECTRICAL CONDUIT	LF	220	$ 38.00	$ 8,360.00	$ 52.89	$ 11,635.80	$ 17.00	$ 3,740.00	~~$ 43.00~~	~~$ 9,460.00~~
7-P	TRENCHING 24" DEEP (SECONDARY VOLTAGE)	LF	1,000	$ 12.00	$ 12,000.00	$ 18.45	$ 18,450.00	$ 5.40	$ 5,400.00	~~$ 38.00~~	~~$ 38,000.00~~
7-Q	TRENCHING 36" DEEP (PRIMARY VOLTAGE)	LF	800	$ 14.00	$ 11,200.00	$ 20.91	$ 16,728.00	$ 6.20	$ 4,960.00	~~$ 54.00~~	~~$ 44,400.00~~
8-A	UTILITY CHASE	LF	17	$ 700.00	$ 11,900.00	$ 98.40	$ 1,672.80	$ 1,817.00	$ 30,889.00	~~$ 800.00~~	~~$ 13,600.00~~
	TOTAL BID				$ 2,998,495.00		$ 2,998,743.37		$ 3,319,638.00 *		~~$ 2,617,060.00~~ *

* Engineer's Corrected Figure

DAVID BALL REGISTERED PROFESSIONAL ENGINEER 15548 STATE OF MISSISSIPPI

David Ball, PE
OVERSTREET AND ASSOCIATES, PLLC
MS PE License No. 15545

* *

Project Manager Mike Glass presented with the Mayor and Board a budget amendment for consideration. Alderman McCaffrey made motion, seconded by Alderman Allen, and unanimously carried to approve the requested budget amendment as submitted:

h2O innovation
Trusted Utility Partners

Memo

To: EMMA WARD
From: MIKE GLASS, PROJECT MANAGER

Date: 7-22-26
Re: BUDGET AMENDMENT – 815-612200 – CASE EXCAVATOR

Emma,

Please place the following item on the upcoming agenda for consideration:

The City of Long Beach has received a payment from H2O Innovation in the amount of $2,500 related to a claim for the Case excavator. We are requesting approval to deposit these funds into account 815-612200 (Water Equipment Maintenance) to support the repair and ongoing maintenance of this equipment.

Thank you,
Mike Glass

* *

Parks and Recreation Director Ryan Ladner presented two estimates for the removal of dead limbs from trees located at the Harper McCaughan Town Green. Alderman McGoey made a motion to authorize Will Loftus to remove the dead tree limbs that pose a potential safety hazard due to dead wood hanging over the splash pad, at a cost of $2,100. The motion included utilizing Parks and Recreation grant funds, subject to confirmation of the appropriate funding source prior to payment of the invoice. Alderman Bonds seconded the motion, and the motion unanimously carried.

*   *

The Board discussed an estimate from Enfra AC for work on the Long Beach Recreation Building air-conditioning system. Alderman Bennett made a motion, seconded by Alderman McGoey, to approve the work. The Board agreed that the appropriate funding source would be determined prior to payment of the invoice. The motion unanimously carried.

****

Building Official Mike Gundlach recognized Mr. Dale Stogner on his 8 years of service to the City of Long Beach Building Office. Mr. Gundlach expressed his appreciation for Mr. Stogner's years of service and stated that he has been a valuable asset to both him and the Building Department. He further noted that Mr. Stogner's knowledge and experience will be greatly missed upon his departure.

****

Community Affairs Director Courtney Cuevas-Welch reminded the Board and community that Long Beach Live is scheduled for Friday, August 7, 2026, at the Harper McCaughan Town Green, with live music beginning at 7:00 p.m. She noted that the event is free to the community and made possible through the generous support and sponsorships of local businesses.

****

No Derelict Properties at this time.

****

No report from City Attorney Steve Simpson at this time.

****

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

****

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Mayor and Board of Aldermen

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Patrick Bennett, Ward 1

Alderman Jesse Allen, Ward 2

Alderman Joey Giuffria, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Greg Bonds, Ward 5

Alderman Pete L. McGoey, Ward 6

8/18/24

Date

ATTEST:

Emma Ward

Emma Ward, City Clerk