

Minutes of November 18, 2025
Mayor and Board of Aldermen

MUNICIPAL DOCKET
REGULAR MEETING OF NOVEMBER 18, 2025
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.

316 E 4th Street; assessed to Kevin Souyers

2.

111 Buena Vista Drive; assessed to William Schultes

3.

100 LaRosa Road; assessed to Shelia Ladner

4.

100 LaRosa Road; assessed to Riddick Family Trust

5.

100 LaRosa Road; assessed to Earl Shaddix
- V.

PUBLIC COMMENTS
- VI.

ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
- VII.

AMENDMENTS TO THE MUNICIPAL DOCKET
- VIII.

APPROVE MINUTES:

1.

MAYOR AND BOARD OF ALDERMEN

a.

November 4, 2025 - Regular and Executive

2.

PLANNING COMMISSION

a.

November 13, 2025 - Regular
- IX.

APPROVE DOCKET OF CLAIMS NUMBER(S):

I.

111825
- X.

UNFINISHED BUSINESS
- XI.

NEW BUSINESS

1.

Special Events Application and Fee Waiver - Spring Festival of Bands; Long Beach High School Band Boosters

2.

Request - Follow-up Gateway Phase II; Joel Kozlowski

3.

Letter of Agreement - Slaughter & Willingham, PLLC

4.

Request to Advertise - School Board Trustee

5.

Discussion - Disc Golf Course - Alderman Allen

6.

Discussion- Downtown Revitalization Grant; Signs - Courtney Cuevas-Welch

7.

Purchase Card Policy

8.

Amendment - Andercorp LLC

9.

Intersection Improvements Klondyke & Commission Road-Pickering

10.

Amended & Restated Lease Agreement- Long Beach Harbor Resort, LLC

11.

Discussion - Speed Limit on Jeff Davis Avenue - Mayor Pierce

12.

Award Public Works Contract

13.

Request - Retire and Purchase Replacement K-9; Chief Seal

14.

Request - Donation Gulf Coast Public Safety Feed the Needy; Chief Seal

15.

Budget Amendment - Fire Department

16.

Budget Amendment - Library

17.

Discussion - Babe Ruth Baseball Field Lights; Ryan Ladner

18.

Amended Holiday Schedule
- XII.

DEPARTMENTAL BUSINESS

1.

MAYOR'S OFFICE

2.

PERSONNEL

a.

City Clerk's Office - PT New Hire(1); New Hire(1); Resignation(1)

b.

Fire Department - Step Increase(2); New Hire(2); Resignation(1)

c.

Police Department - New Hire(1);Education Pay(1);Resignation(1)

3.

CITY CLERK

a.

Revenue Expense Report - October 2025

4.

FIRE DEPARTMENT

5.

POLICE DEPARTMENT

6.

ENGINEERING

a.

Transportation Master Plan

b.

Pineville Road Sidewalk Phase II

c.

Pineville Road Sidewalk Phase III

d.

Minor and Emergency Service Term Bid- Contract Extension

e.

LB Harbor - Hurricane Zeta Repairs

7.

PUBLIC WORKS

8.

RECREATION

9.

BUILDING OFFICE

11.

HARBOR

12.

COMMUNITY AFFAIRS

13.

DERELICT PROPERTIES
- XIII.

REPORT FROM CITY ATTORNEY
- XIV.

ADJOURN (OR) RECESS

Minutes of November 18, 2025 Mayor and Board of Aldermen

Be it remembered that five public hearings of the Mayor and Board of Aldermen, Long Beach, Mississippi, were begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in November, 2025, 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 Timothy I. Pierce, Aldermen Donald Frazer, Patrick Bennett, Jesse Allen, Joseph "Joey" Giuffria, Timothy McCaffrey, Jr., Pete L. McGoey, City Clerk Emma Ward, and City Attorney Stephen B. Simpson, Esq.

Absent: Alderman Greg Bonds

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

The first public hearing was called to order to determine whether or not a parcel of property situated in City of Long Beach, located at 316 East 4th Street, Long Beach, MS, and assessed to Kevin Souyers is in such a state of uncleanness as to constitute a menace to the public health and safety of the community.

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

- The Clerk reported that the Notice of Hearing was sent to Kevin Souyers, 316 East 4th Street, Long Beach, MS 39560, and posted on the subject property 316 East 4th Street, Long Beach MS on October 27, 2025. Said notice was returned to sender on November 4, 2025.

Minutes of November 18, 2025
Mayor and Board of Aldermen

11/14/25, 10:12 AM

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November 4, 2025

Notice Left (No Authorized Recipient Available)
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October 30, 2025, 1:14 pm

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- > The Clerk submitted photographs of 1308 Wisteria Lane, Long Beach, MS taken by Zoning Enforcement Officer Dale Stogner on November 18, 2025, depicting subject property in its present condition; said photographs are as follows:



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Mayor and Board of Aldermen



Minutes of November 18, 2025
Mayor and Board of Aldermen



AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

BEFORE ME, the undersigned legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared DALE STOGNER, 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 uncleanness 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 October 27, 2025, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 316 East 4th Street (Tax Map Parcel 0612A-04-060,000), Long Beach, Mississippi, assessed to Kevin Souyer, and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on November 18, 2025, the Zoning Enforcement Officer, Dale Stogner, 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 November 18, 2025

This the 18th day of November, 2025.


EMMA WARD, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 18th day of November,

2025


NOTARY PUBLIC



-My Commission Expires-

Minutes of November 18, 2025
Mayor and Board of Aldermen

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

* * *

There being no further discussion, Alderman Allen made motion seconded by Alderman Giuffria and unanimously carried to close the public hearing and take official action as follows:

There came on for consideration at a meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, held on the 18th day of November, 2025, the following Resolution:

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH FINDING AND ADJUDICATING THAT THE DESCRIBED PARCELS OF LAND ARE IN SUCH A STATE OF UNCLE SAM'S WEALTH AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND AUTHORIZING TO HAVE LAND CLEANED AND TO ASSESS THE COSTS TO THE SAID PROPERTIES

WHEREAS, Mayor and Board of Aldermen of the City of Long Beach finds, determines, and adjudicates, based upon the investigation of the City of Long Beach Building Official & Zoning Enforcement Officer, that the parcels of land described below are in such a state of uncle sam's wealth as to be a menace to the public health, safety and welfare of the community, and

WHEREAS, said properties, as described herein, are lying and being within the City of Long Beach, First Judicial District, Harrison County, Mississippi, and

WHEREAS, the parcels investigated by the City of Long Beach Building Official & Code Enforcement Officer and recommended by them for adjudication as being parcels in such a state of uncle sam's wealth as to be a menace to the public health, safety and welfare of the community are as follows: 316 East 4th Street, Long Beach, Mississippi (Map Parcel #0612A-04-060.000), assessed to Kevin Suway.

WHEREAS, the Mayor and Board of Aldermen of the City of Long Beach further find, determine and adjudicate that Public Works is authorized to clean the above referenced properties; and

WHEREAS, the Mayor and Board of Aldermen further find, determine and adjudicate that the cost of the demolition and lot cleanup shall not exceed the aggregate amount of \$20,000.00 per parcel shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi as other judgments are enrolled, and hereafter, the Tax Collector of the Municipality shall, upon order of the Mayor and Board of Aldermen, proceed to sell the herein described land to satisfy said lien as now provided by law for the sale of land for delinquent municipal taxes.

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

SECTION 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Clerk is hereby authorized to direct Public Works to clean the property described above lying and being within the City of Long Beach, First Judicial District of Harrison County, Mississippi.

SECTION 3. That the cost of cleanup of the herein described property, including any penalty assessed, shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi, and thereafter, the Tax Collector of the City, shall, upon order of the Mayor and Board of Aldermen, proceed to sell the land to satisfy said lien as now provided by law for the sale of lands delinquent municipal taxes.

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

Alderman Donald Finzer	voted	Aye
Alderman Patrick Bennett	voted	Aye
Alderman Jesse Allen	voted	Aye
Alderman Joey Giuffria	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Greg Bonds	absent	not voting
Alderman Pat McCarty	voted	Aye

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this the 18th day of November 2025

APPROVED:

Timothy J. Pierce, Mayor

Emme Ward, City Clerk

Minutes of November 18, 2025 Mayor and Board of Aldermen

The second public hearing was called to order to determine whether or not a parcel of property situated in City of Long Beach, located at 111 Buena Vista Drive, Long Beach, MS, and assessed to William Schultes is in such a state of uncleanness as to constitute a menace to the public health and safety of the community.

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

- The Clerk reported that the Notice of Hearing was sent to William Schultes, 111 Buena Vista Drive, Long Beach, MS 39560, and posted on the subject property 111 Buena Vista Drive, Long Beach MS on October 21, 2025. Said notice was returned to sender on November 13, 2025.

11/14/25, 12:48 PM

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November 13, 2025, 10:27 am

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November 10, 2025, 9:06 am

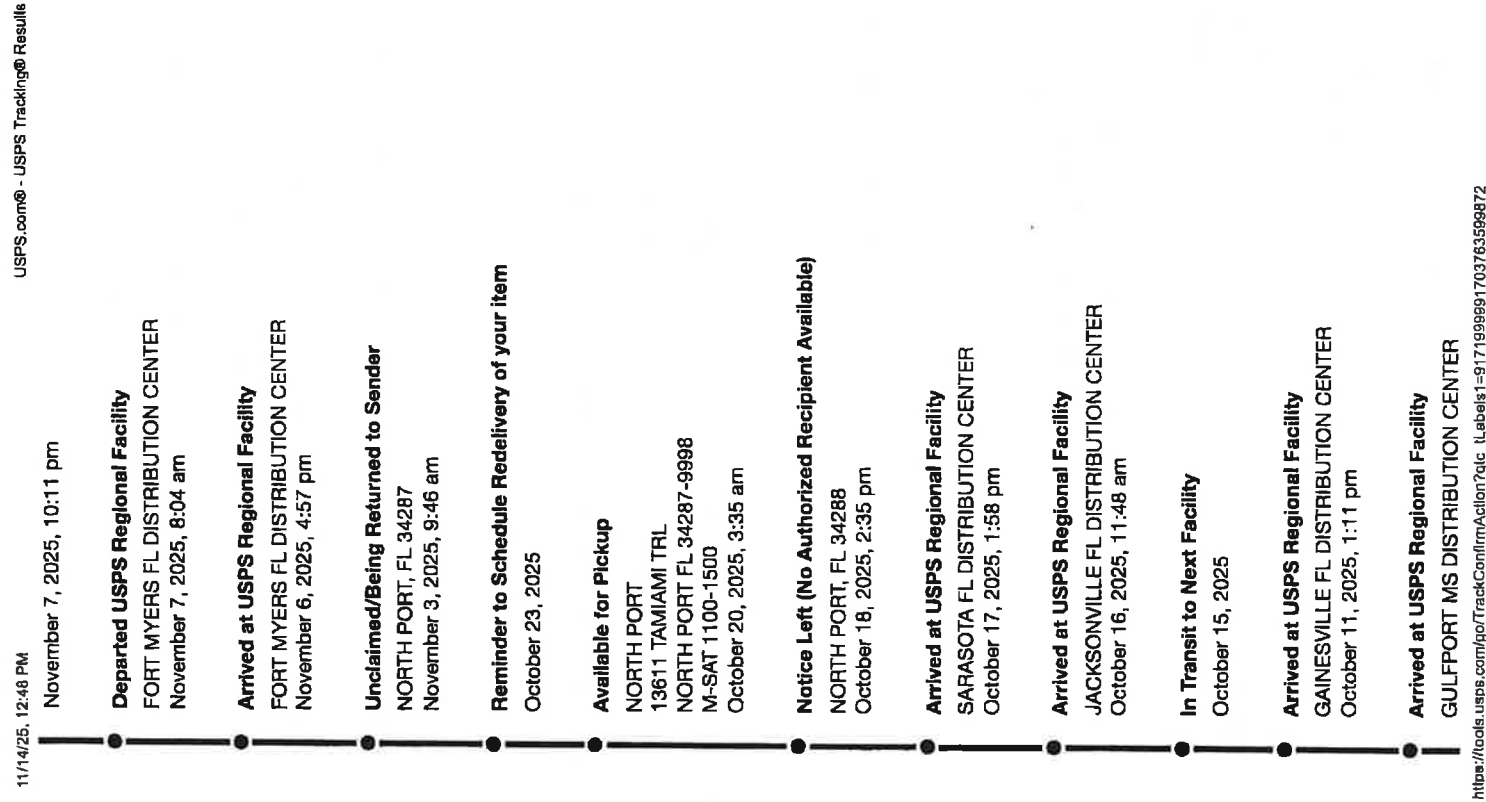
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November 9, 2025, 4:24 am

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November 8, 2025, 2:57 am

Arrived at USPS Facility
TAMPA, FL 33630

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Minutes of November 18, 2025 Mayor and Board of Aldermen



<https://tools.usps.com/go/TrackConfirmAction?qtC=9171999991703763599872>

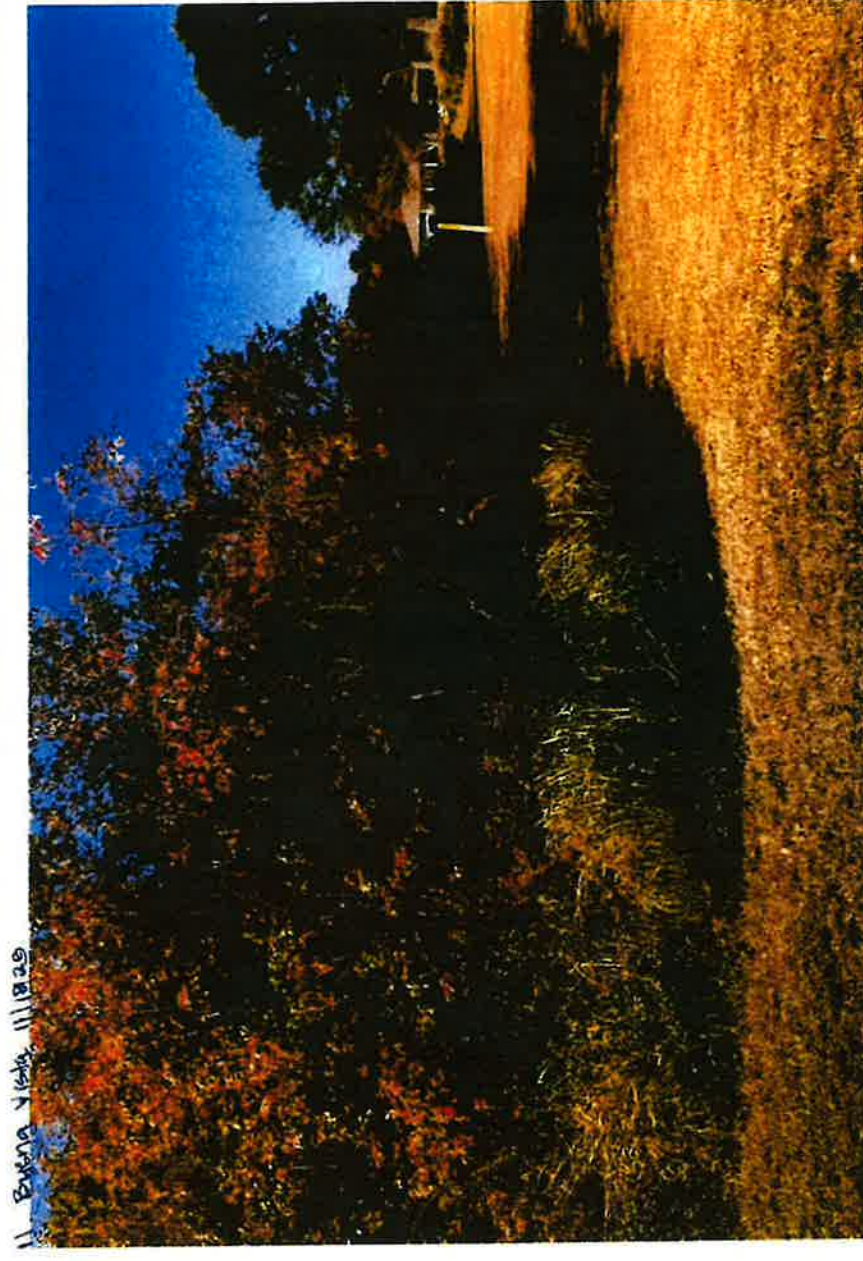
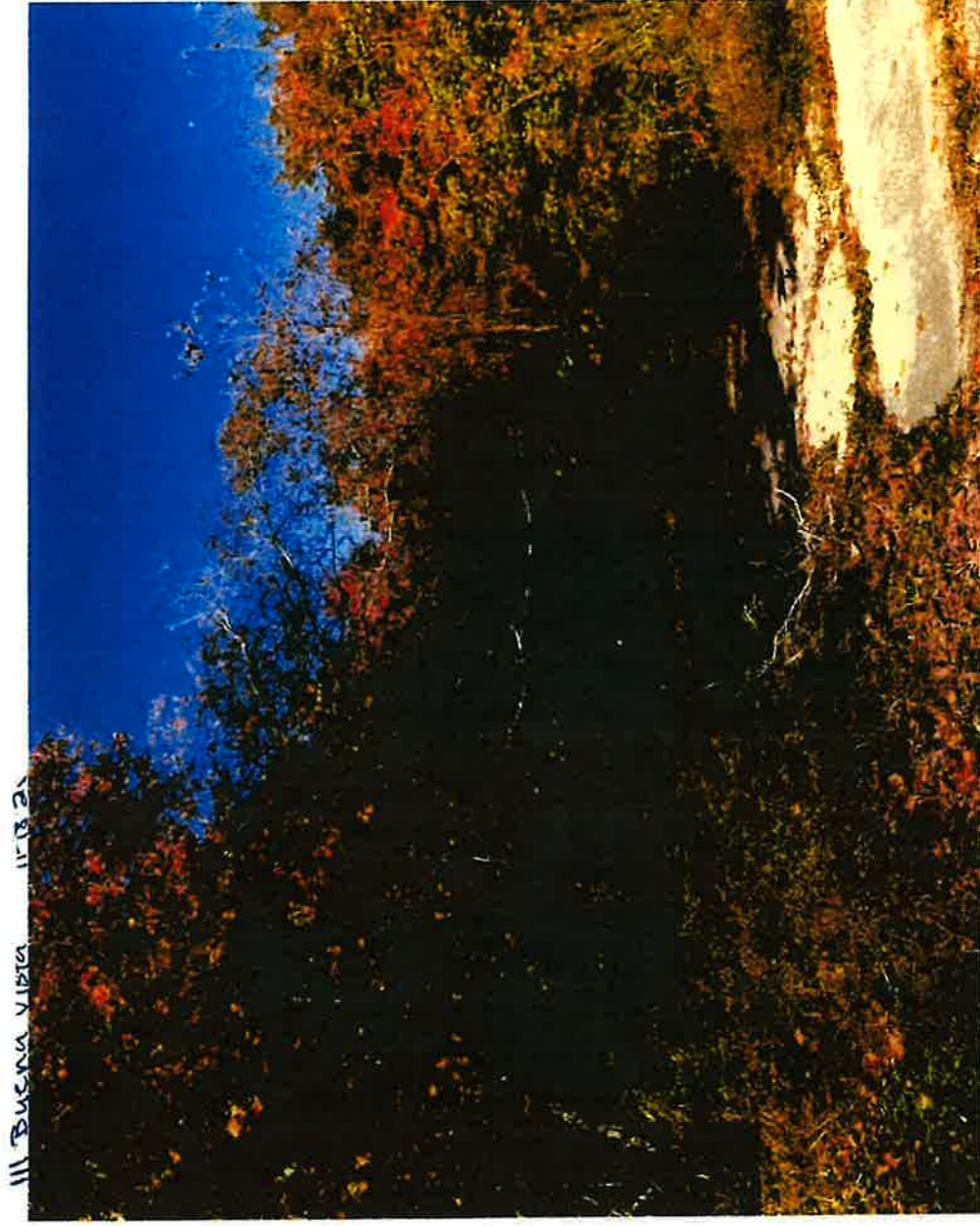
2/3

- The Clerk submitted photographs of 111 Buena Vista Drive, Long Beach, MS taken by Zoning Enforcement Officer Dale Stogner on November 18, 2025, depicting subject property in its present condition; said photographs are as follows:

M.B. 110

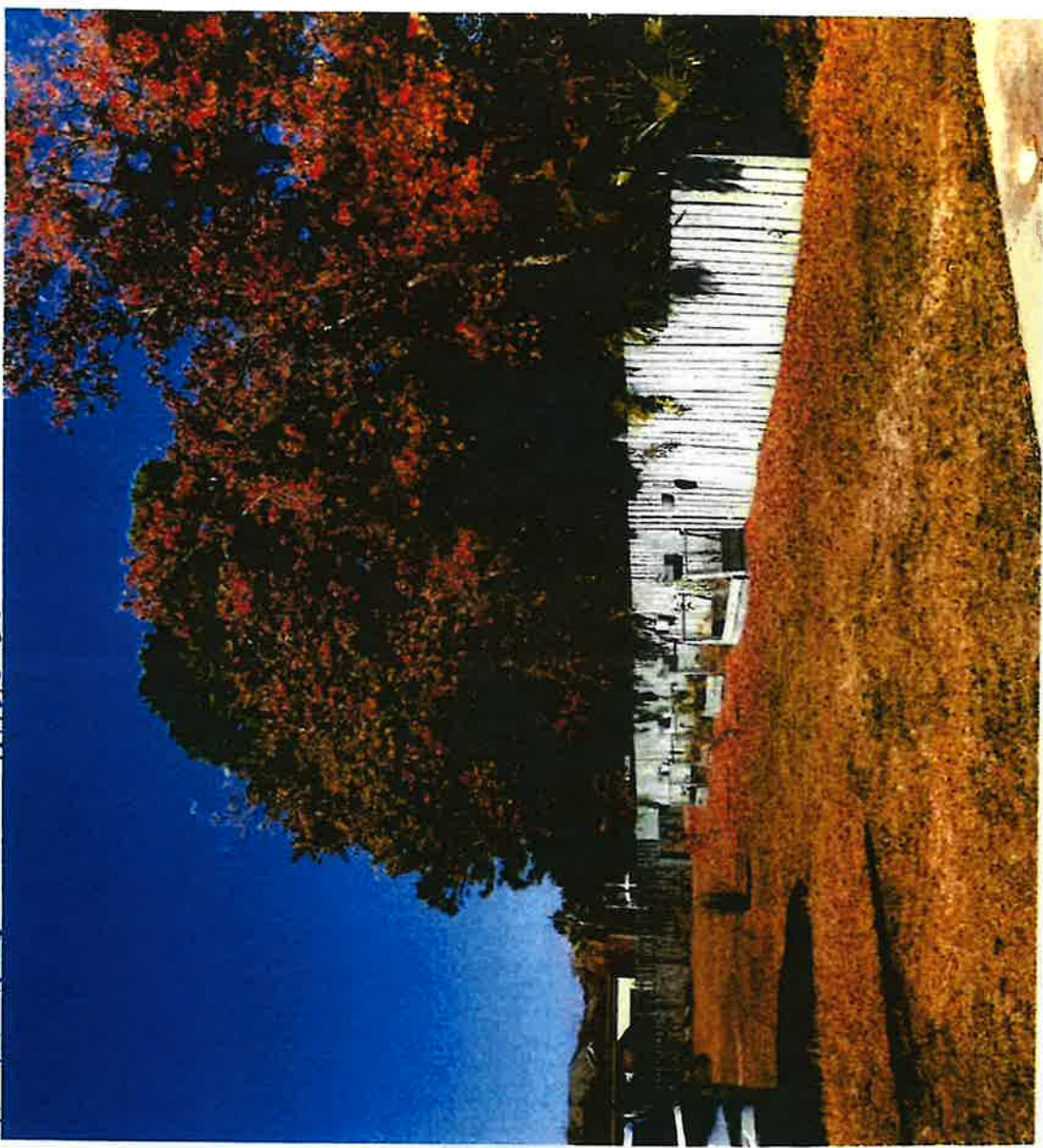
11.18.25 Reg/Public Hearing

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Mayor and Board of Aldermen



Minutes of November 18, 2025
Mayor and Board of Aldermen

111 Burrhead Rd - 11/18/2025



AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

BEFORE ME, the undersigned legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared DALE STOGNER, 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 unhealthfulness 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 October 21, 2025, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 111 Buena Vista Drive (Tax Map Parcel 05121-01-007000), Long Beach, Mississippi, assessed to William Schuller, and at the City Hall, 201 East Davis Avenue, Long Beach, Mississippi; and that on November 18, 2025, the Zoning Enforcement Officer, Dale Stogner, 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 November 18, 2025.

This the 18th day of November, 2025

Emma Ward
EMMA WARD, AFFIANT

2025 SWORN TO AND SUBSCRIBED before me on this the 18th day of November,



Kim Gonsoulin
NOTARY PUBLIC

Minutes of November 18, 2025
Mayor and Board of Aldermen

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

* * *

There being no further discussion, Alderman Bennett made motion seconded by Alderman Giuffria and unanimously carried to close the public hearing and take official action as follows:

There was an item for consideration at a meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, held on the 18th day of November, 2025, the following Resolution:

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH FINDING AND ADJUDICATING THAT THE HEREIN DESCRIBED PARCELS OF LAND ARE IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND AUTHORIZING TO HAVE LAND CLEANED AND TO ASSESS THE COSTS TO THE SAID PROPERTIES

WHEREAS, Mayor and Board of Aldermen of the City of Long Beach (Inde, determine, and adjudge, based upon the investigation of the City of Long Beach Building Official & Zoning Enforcement Official, that the parcels of land described below are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, said properties, as described herein, are lying and being within the City of Long Beach, First Judicial District, Harrison County, Mississippi; and

WHEREAS, the parcels investigated by the City of Long Beach Building Official & Code Enforcement Officer and recommended by them for adjudication as being parcels in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community are as follows: 111 Buena Vista Drive, Long Beach, Mississippi (Map Parcel #0512141-0377.000), assessed to William Schuller

WHEREAS, the Mayor and Board of Aldermen of the City of Long Beach further find, determine and adjudge that Public Works is authorized to clean the above referenced properties; and

WHEREAS, the Mayor and Board of Aldermen further find, determine and adjudge that the cost of the demolition and lot cleanup shall not exceed the aggregate amount of \$20,000.00 per parcel shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi as other judgments are enrolled, and thereafter, the Tax Collector of the Municipality shall, upon order of the Mayor and Board of Aldermen, proceed to sell the herein described land to satisfy said lien as now provided by law for the sale of land for delinquent municipal taxes.

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

SECTION 1. That the matters, facts and things recited in the Preamble herein are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Clerk is hereby authorized to direct Public Works to clean the property described above lying and being within the City of Long Beach, First Judicial District of Harrison County, Mississippi.

SECTION 3. That the cost of cleanup of the herein described property, including any penalty assessed, shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi, and thereafter, the Tax Collector of the City, shall, upon order of the Mayor and Board of Aldermen, proceed to sell the land to satisfy said lien as now provided by law for the sale of lands delinquent municipal taxes.

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

Alderman Donald Frazer	voted	Aye
Alderman Patrick Bennett	voted	Aye
Alderman Jesse Allen	voted	Aye
Alderman Joey Giuffria	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Greg Bonds	absent	not voting
Alderman Pete McGee	voted	Aye

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this the 18th day of November 2025.

ATTEST:
Timothy J. Pierce, Mayor

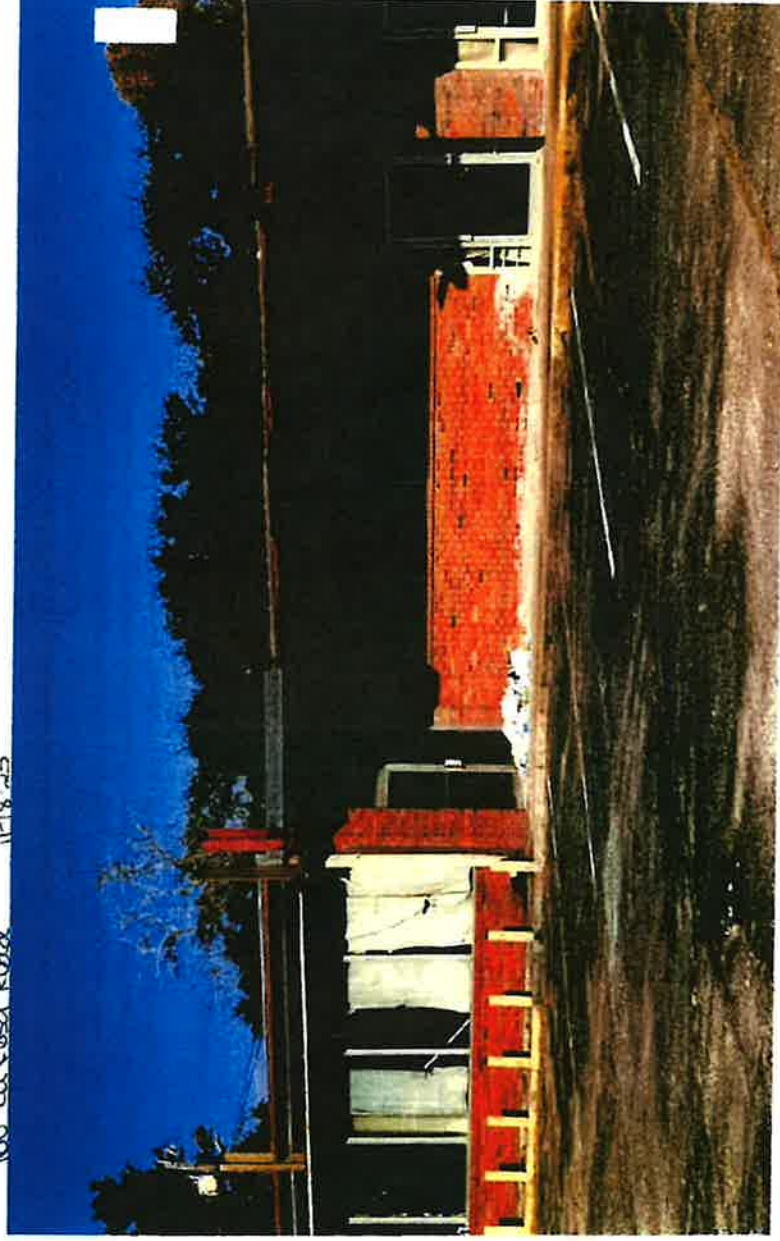
Anna Ward
Anna Ward, City Clerk

Minutes of November 18, 2025 Mayor and Board of Aldermen

The third public hearing was called to order to determine whether or not a parcel of property situated in the City of Long Beach, located at 100 LaRosa Road, Long Beach, MS, and assessed to Shelia Ladner is in such a state of uncleanness as to constitute a menace to the public health and safety of the community.

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

- The Clerk reported that the Notice of Hearing was sent to Sheila Ladner, 22154 Cameron Road, Kiln, MS 39556, and posted on the subject property 100 LaRosa Road, Long Beach MS on October 27, 2025.
- The Clerk submitted photographs of 100 LaRosa Road, Long Beach, MS taken by Zoning Enforcement Officer Dale Stogner on November 18, 2025, depicting subject property in its present condition; said photographs are as follows:

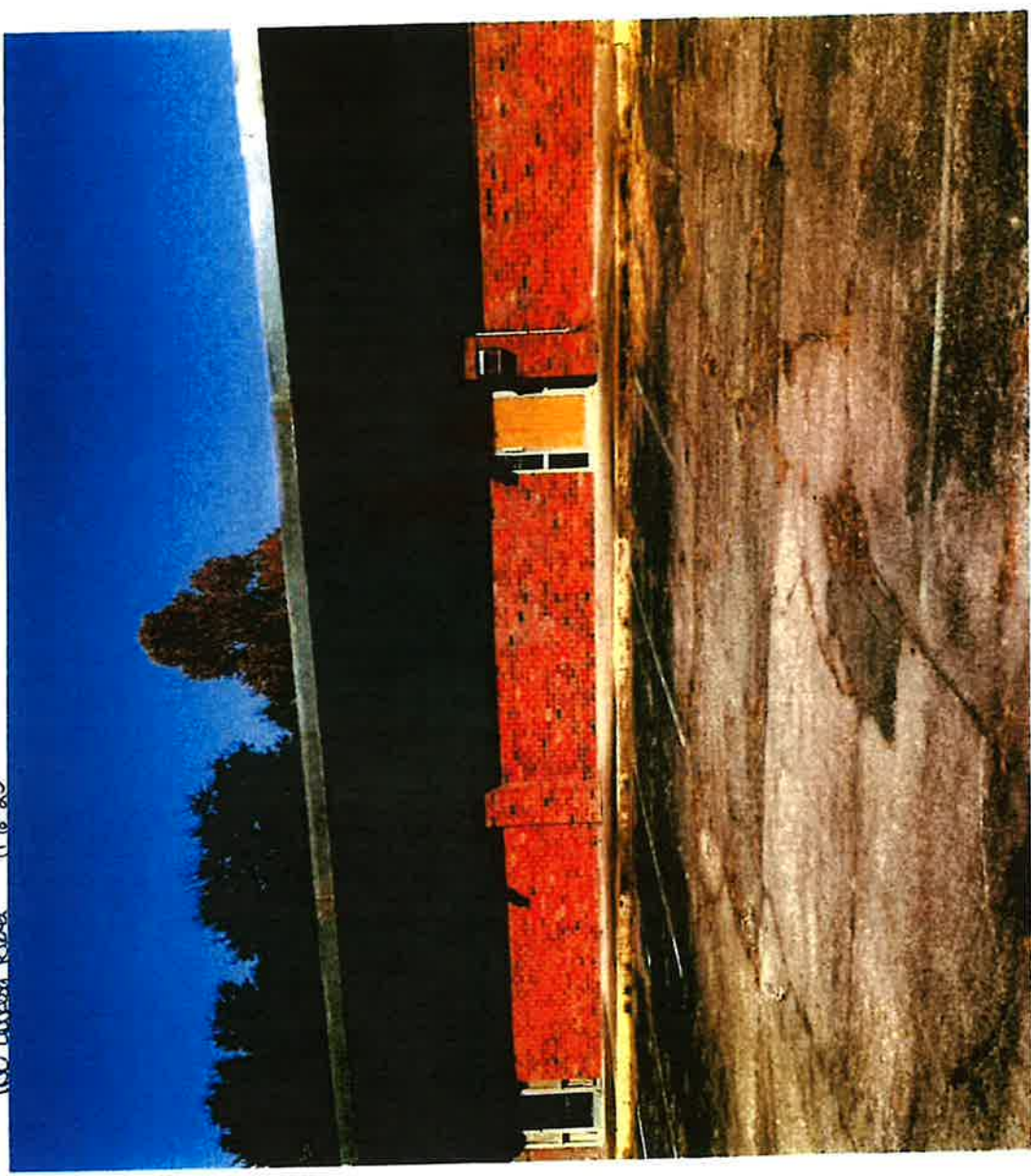


Minutes of November 18, 2025
Mayor and Board of Aldermen

100 LATROSA ROAD 11-18-25



100 LATROSA ROAD 11-18-25



Minutes of November 18, 2025
Mayor and Board of Aldermen

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

BEFORE ME, the undersigned legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared DALE STOGNER, 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 unhealthiness 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 October 27, 2025, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 100 Larosa Rd (Tax Map Parcel 0611N-02-007.004 & 0611N-02-007.009), Long Beach, Mississippi, assessed to Sheila Laddner, and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on November 18, 2025, the Zoning Enforcement Officer, Dale Stogner, 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 November 18, 2025.

This the 18th day of November, 2025.


EMMA WARD, AFFIANT

2025. SWORN TO AND SUBSCRIBED before me on this the 18th day of November,

-My Commission Expires-




NOTARY PUBLIC

AFFIDAVIT-PHOTO-POST NOTICE

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

*

*

There being no further discussion, Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to close the public hearing and take official action as follows:

Minutes of November 18, 2025

Mayor and Board of Aldermen

There came on for consideration at a meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, held on the 18th day of November, 2025, the following Resolution:

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, CONCERNING THE DEMOLITION OF CERTAIN PARCELS OF LAND AND IN SUCH A MANNER AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND AUTHORIZING TO HAVE LAND CLEANED AND TO ASSESS THE COSTS TO THE SAID PROPERTIES

WHEREAS, Mayor and Board of Aldermen of the City of Long Beach find, determine and adjudicate, based upon the investigation of the City of Long Beach Building Official & Zoning Enforcement Officer, that the parcels of land described herein are in such a state of unfitness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, said properties, as described herein, are lying and being within the City of Long Beach, First Judicial District, Harrison County, Mississippi; and

WHEREAS, the parcels investigated by the City of Long Beach Building Official & Code Enforcement Officer and recommended by them for adjudication as being parcels in such a state of unfitness as to be a menace to the public health, safety and welfare of the community are as follows: 1001 Lantau Road, Long Beach, Mississippi (Map Parcel #011N-102-107.004 & #011N-02-007.009), assessed to Stella L adner.

WHEREAS, the Mayor and Board of Aldermen of the City of Long Beach further find, determine and adjudicate that Public Works is authorized to clean the above referenced properties; and

WHEREAS, the Mayor and Board of Aldermen further find, determine and adjudicate that the cost of the demolition and lot cleaning shall not exceed the aggregate amount of \$20,000.00 per parcel; shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi as other judgments are enrolled; and thereafter, the Tax Collector of the Municipality shall, upon order of the Mayor and Board of Aldermen, proceed to sell the herein described land to satisfy said lien as now provided by law for the sale of land for delinquent municipal taxes.

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

SECTION 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That the City Clerk is hereby authorized to direct Public Works to clean the property described above lying and being within the City of Long Beach, First Judicial District of Harrison County, Mississippi.

SECTION 3. That the cost of cleanup of the herein described property, including any penalty assessed, shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi, and thereafter, the Tax Collector of the City, shall, upon order of the Mayor and Board of Aldermen, proceed to sell the land to satisfy said lien as now provided by law for the sale of lands delinquent municipal taxes.

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

Aldermen Donald Frazier	voted	Aye
Aldermen Patrick Benratt	voted	Aye
Aldermen Jesse Allen	voted	Aye
Aldermen Joey Gluffila	voted	Aye
Aldermen Timothy McCaffrey, Jr.	voted	Aye
Aldermen Greg Bonds	voted	Absent, not voting
Aldermen Pat McCuey	voted	Aye

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor did have the motion carried and the resolution and order adopted and approved this the 18th day of November, 2025.

APPROVED.

Tim Pierce, Mayor

ATTEST:

Tim Pierce, Mayor

**Minutes of November 18, 2025
Mayor and Board of Aldermen**

The forth public hearing was called to order to determine whether or not a parcel of property situated in the City of Long Beach, located at 100 LaRosa Road, Long Beach, MS, and assessed to Riddick Family Trust is in such a state of uncleanness as to constitute a menace to the public health and safety of the community.

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

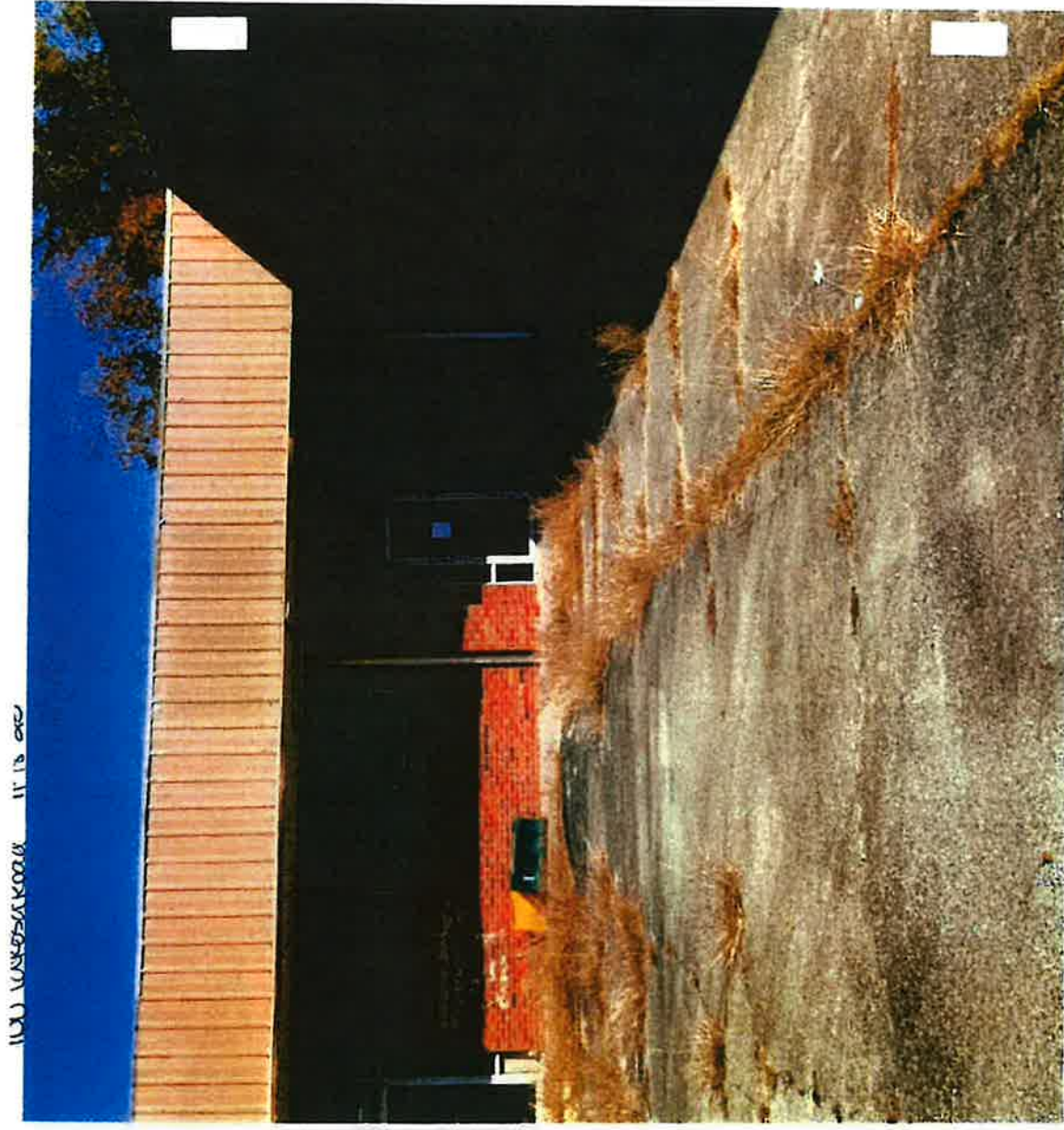
- The Clerk reported that the Notice of Hearing was sent to Riddick Family Trust, 4649 Briar Oak Drive, Pace, FL 32571-1302, and posted on the subject property 100 LaRosa Road, Long Beach MS on October 27, 2025.
- The Clerk submitted photographs of 100 LaRosa Road, Long Beach, MS taken by Zoning Enforcement Officer Dale Stogner on November 18, 2025, depicting subject property in its present condition; said photographs are as follows:

**Minutes of November 18, 2025
Mayor and Board of Aldermen**

100 Lakota Road 11-18-25



**Minutes of November 18, 2025
Mayor and Board of Aldermen**



**Minutes of November 18, 2025
Mayor and Board of Aldermen**



Minutes of November 18, 2025
Mayor and Board of Aldermen

100 Lakewood Road 11-18-25



The Mayor asked for anyone in favor or opposition, and Lisa Karnes of 11162 Ellis Drive, Gulfport, MS 39583 spoke for the Riddick Family Trust. Mrs. Karnes stated property was to be cleaned the following day and there was a potential sale of the property in the works.

*

*

There being no further discussion, Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to close the public hearing and take official action as follows:

Minutes of November 18, 2025

Mayor and Board of Aldermen

There were on for consideration at a meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, held on the 18th day of November, 2025, the following Resolution:

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH FINDING AND ADJUDICATING THAT THE HEREIN DESCRIBED PARCELS OF LAND ARE IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND AUTHORIZING TO HAVE LAND CLEANED AND TO ASSESS THE COSTS TO THE SAID PROPERTIES

WHEREAS, Mayor and Board of Aldermen of the City of Long Beach find, determine, and adjudicate, based upon the investigation of the City of Long Beach Building Official & Zoning Enforcement Officer, that the parcels of land described below are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, said properties, as described herein, are lying and being within the City of Long Beach, First Judicial District, Harrison County, Mississippi; and

WHEREAS, the parcels investigated by the City of Long Beach Building Official & Zoning Enforcement Officer and recommended by them for adjudication as being parcels in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community are as follows: 100 Larosa Road, Long Beach, Mississippi (Map Parcel #6611N-02-007.005-007), assessed to Riddick Family Trust.

WHEREAS, the Mayor and Board of Aldermen of the City of Long Beach further find, determine and adjudicate that Public Works is authorized to clean the above referenced properties; and

WHEREAS, the Mayor and Board of Aldermen further find, determine and adjudicate that the cost of the demolition and lot cleanup shall not exceed the aggregate amount of \$2,100.00 per parcel shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi as other judgments are enrolled, and thereafter, the Tax Collector of the Municipality shall, upon order of the Mayor and Board of Aldermen, proceed to sell the herein described land to satisfy said lien as now provided by law for the sale of land for delinquent municipal taxes.

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

SECTION 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority

SECTION 2. That the City Clerk is hereby authorized to direct Public Works to clean the property described above lying and being within the City of Long Beach, First Judicial District of Harrison County, Mississippi.

Minutes of November 18, 2025
Mayor and Board of Aldermen

SECTION 3. That the cost of cleanup of the herein described property, including any penalty assessed, shall be a lien against said property and shall be levied in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi, and thereafter, the Tax Collector of the City, shall, upon order of the Mayor and Board of Aldermen, proceed to sell the land to satisfy said lien as now provided by law for the sale of lands delinquent municipal taxes.

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

Aldermen Donald Frazer	voted	Aye
Aldermen Patricia Benwell	voted	Aye
Aldermen Jesse Allen	voted	Aye
Alderman Joey Guffria	voted	Aye
Alderman Timothy McCaffrey, Jr	voted	Aye
Alderman Greg Bonds	voted	Absent, not voting
Alderman Pete McCree	voted	Aye

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this the 18th day of November, 2025.

APPROVED:

Tim Pierce, Mayor

ATTY. ST:

Emma Ward, City Clerk

The fifth public hearing was called to order to determine whether or not a parcel of property situated in the City of Long Beach, located at 100 LaRosa Road, Long Beach, MS, and assessed to Earl Shaddix is in such a state of uncleanness as to constitute a menace to the public health and safety of the community.

The Mayor recognized the City Clerk for her report, whereupon Alderman Frazer 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 Clerk reported that the Notice of Hearing was sent to Earl Shaddix, 11593 Charlene Drive, Gulfport, MS 39503, and posted on the subject property 100 LaRosa Road, Long Beach MS on October 27, 2025.

Minutes of November 18, 2025
Mayor and Board of Aldermen

- The Clerk submitted photographs of 100 LaRosa Road, Long Beach, MS taken by Zoning Enforcement Officer Dale Stogner on November 18, 2025, depicting subject property in its present condition; said photographs are as follows:

AFFIDAVIT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

BEFORE ME, the undersigned legal authority authorized to administer oaths in and for the jurisdiction aforesaid, on this day personally appeared DALE STOGNER, 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 unhealthfulness 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 October 27, 2025, he did cause to be posted, Notice of Hearing, a copy of which is attached hereto, on property located at 100 Larosa Rd (Tax Map Parcel 6611N-02-007-008) Long Beach, Mississippi, assessed to Earl Shaddix, and at the City Hall, 201 Jeff Davis Avenue, Long Beach, Mississippi; and that on November 18, 2025, the Zoning Enforcement Officer, Dale Stogner, 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 November 18, 2025.

Thus the 18th day of November, 2025.


EMMA WARD, AFFIANT

SWORN TO AND SUBSCRIBED before me on this the 18th day of November, 2025.

-My Commission Expires-




NOTARY PUBLIC

AFFIDAVIT RETURNED BY REGISTER

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

* * *

There being no further discussion, Alderman McCaffrey made motion seconded by Alderman Bennett and unanimously carried to close the public hearing and take official action as follows:

Minutes of November 18, 2025

Mayor and Board of Aldermen

There came on for consideration at a meeting of the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, held on the 18th day of November, 2025, the following Resolution:

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH FINDING AND ADJUDICATING THAT THE HEREIN DESCRIBED PARCELS OF LAND ARE IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND AUTHORIZING TO HAVE LAND CLEANED AND TO ASSESS THE COSTS TO THE SAID PROPERTIES

WHEREAS, Mayor and Board of Aldermen of the City of Long Beach find, determines, and adjudicates, based upon the investigation of the City of Long Beach Building Official & Zoning Enforcement Officer, that the parcels of land described below are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, said properties, as described herein, are lying and being within the City of Long Beach, First Judicial District, Harrison County, Mississippi; and

WHEREAS, the parcels investigated by the City of Long Beach Building Official & Code Enforcement Officer and recommended by them for adjudication as being parcels in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community are as follows: 120 Lucan Road, Long Beach, Mississippi (Map Parcel 40611N-107-007 DM) assessed in Earl Shadlife.

WHEREAS, the Mayor and Board of Aldermen of the City of Long Beach further find, determine and adjudicate that Public Works is authorized to clean the above referenced properties; and

WHEREAS, the Mayor and Board of Aldermen further find, determine and adjudicate that the cost of the demolition and lot clearing shall not exceed the aggregate amount of \$23,000.00 per parcel shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi as other judgments are enrolled; and thereafter, the Tax Collector of the Municipality shall, upon order of the Mayor and Board of Aldermen, proceed to sell the herein described land to satisfy said lien as now provided by law for the sale of land for delinquent municipal taxes.

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

SECTION 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the governing Authority.

SECTION 2. That the City Clerk is hereby authorized to direct Public Works to clean the property described above lying and being within the City of Long Beach, First Judicial District of Harrison County, Mississippi.

Minutes of November 18, 2025

Mayor and Board of Aldermen

SECTION 3. That the cost of cleaning up the herein described property, including any penalty assessed, shall be a lien against said property and shall be collected in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi, and thereafter, the Tax Collector of the City, shall, upon order of the Mayor and Board of Aldermen, proceed to sell the land to satisfy said lien as now provided by law for the sale of lands delinquent municipal taxes.

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

Alderman Donald Frazer	voted	Aye
Alderman Patrick Bennett	voted	Aye
Alderman Jesse Allen	voted	Aye
Alderman Joey Giuffria	voted	Aye
Alderman Timothy McCaffrey, Jr	voted	Aye
Alderman Greg Bonds	voted	Absent, not voting
Alderman Pete McGoe	voted	Aye

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this the 18th day of November, 2025.

APPROVED:

Tim Pierce, Mayor

ATTEST:

Emma Ward, City Clerk

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in November, 2025, 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 Timothy I. Pierce, Aldermen Donald Frazer, Patrick Bennett, Jesse Allen, Joseph "Joey" Giuffria, Timothy McCaffrey, Jr., Pete L. McGoe, City Clerk Emma Ward, and City Attorney Stephen B. Simpson, Esq.

Absent: Alderman Greg Bonds

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

Minutes of November 18, 2025
Mayor and Board of Aldermen

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to suspend the rules and amend the municipal docket to add 307 Alexander Drive to Derelict Properties and to table #10 under New Business the Amended and Restated Lease Agreement with Long Beach Harbor Resort, LLC.

Alderman Giuffria made motion seconded by Alderman Frazer and unanimously carried to approve the Regular and Executive Session Minutes of the Mayor and Board of Aldermen dated November 4, 2025, as submitted.

Alderman McCaffrey made motion seconded by Alderman Giuffria and unanimously carried to approve the Regular Minutes of the Planning & Development Commission dated November 13, 2025, as submitted.

Alderman Frazer made motion seconded by Alderman Bonds and unanimously carried to approve payment of invoices listed on Docket of Claims number 111825, as submitted.

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Special Events Application and Fee Waiver for Spring Festival of Bands submitted by Long Beach High School Band Boosters:

Minutes of November 18, 2025
Mayor and Board of Aldermen

Long  **APPROVED**
NOV 18 2025
SPECIAL EVENT APPLICATION BY: MBOA By: gus
Date Received By Clerk's Office: _____ Time: _____

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: Spring Festival of Bands

Please give a brief description of the proposed event:

musical performances, vendors, food trucks, raffles, silent auction, fun run 5k

Event Day Date (s): March 21, 2026 Event Time (s): 9am - 4pm

Set-Up Date & Time: 8am 3/21/26 Tear-Down Date & Time: 4:30 pm 3/21/26

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

Event Location Description: Northwest corner of Jones Green

Sponsoring Organization's Legal Name: Long Beach High School Band Boosters

Organization Agent: Deonne Wittmann

Phone: (601)-259-8564 Home: Cell: 601-259-8564 During Event

Agent's Address: 5023 Sand Dollar Dr Long Beach, MS

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

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

How many years has this event occurred? two, 2024 will be 3rd

* requesting fee waiver for school event

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

STREET CLOSURES: Start Date/Time: N/A Through Date/Time: (NO)

RESERVED PARKING: Are you requesting reserved parking? YES (NO)

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

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

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

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

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

ATTENDANCE: What is expected (estimated) attendance for this event? 300

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

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

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

If yes, how many? _____

GARBAGE RECEPTABLES: Are you planning to provide additional garbage cans at the event? (YES) NO If yes, how many? 3

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

Minutes of November 18, 2025 Mayor and Board of Aldermen

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

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

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

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

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

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

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

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

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

10/28/25

Date

Signature of Sponsoring Organization's Agent

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

Minutes of November 18, 2025
Mayor and Board of Aldermen

March 21, 2026

Event Title: LBHS Band Boosters Spring Festival of Bands

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

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

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

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

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

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

****LONG BEACH CITY EVENTS QUICK REFERENCE GUIDE****

MUNICIPAL VENDOR PERMITTING

Ordinance 666

NOISE ORDINANCE

Ordinance 463-A

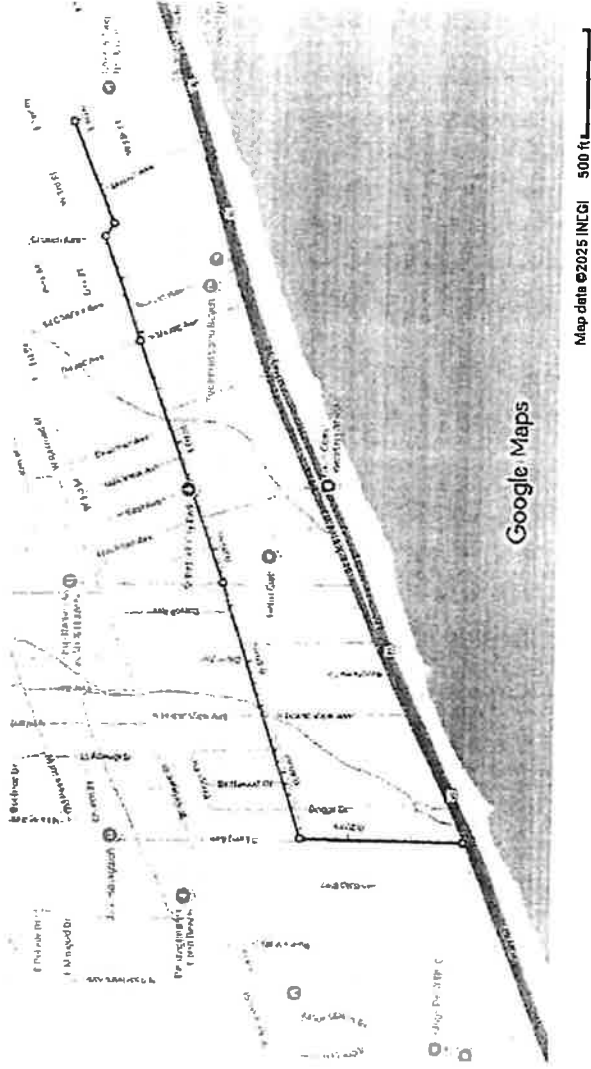
SIGNS FOR SPECIAL EVENTS

Ordinance 607

- (b) Signs for Special Events. Temporary signs, not in excess of four (4) square feet in area, may be erected as participation in a public parade, public event or public celebration of a period not to exceed ten (10) days, provided, however, that the erection of such sign shall be approved by the Building Inspector.

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Google Maps



Measure distance
Total distance: 1.60 mi (2.57 km)

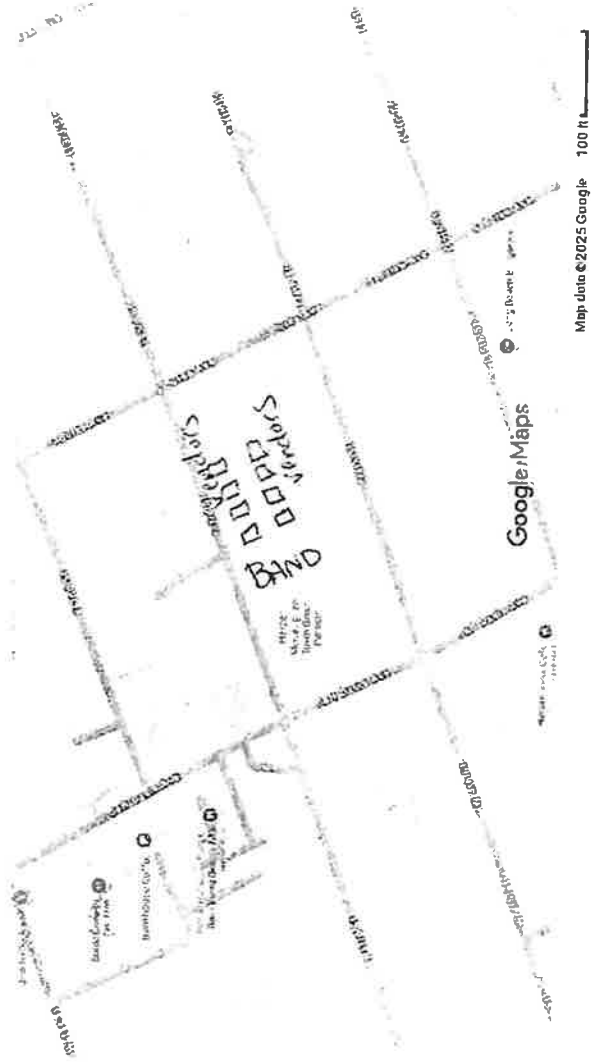
Fun Run:

Start @ Jeff Davis &
E 4th St

to South Lang Highway 90
turn around and take

Magnolia & W 4th St
back to Starting
point.

Google Maps



Minutes of November 18, 2025
Mayor and Board of Aldermen

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

Bobo Paul
228.669.7160

TOWN GREEN

Group / Individual Name (Permittee):

Long Beach High School Band Boosters Deanne Wittmann, President

Telephone Number:

601-259-8564

Cell

Home

Work

Street Address:

5023 Sand Dollar

City:

Long Beach

State:

MS

Zip:

39560

Type of Event: Band fundraiser, vendors, musical performances,

fun run, silent auction

Start Time:

9 am

Closing Time:

4 pm

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

March 21, 2026
(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'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 show-fl.

Signature:

Deanne Wittmann

Date:

10/28/2025

Rental Fee \$

Receipt #

Date

Deposit Fee \$

Receipt #

Date

Clean-up Fee \$

Receipt #

Date

* fee waiver request - school event

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

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Minutes of November 18, 2025

Mayor and Board of Aldermen

STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND INDEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I Long Beach High School Board, 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 28th day of October, 2025.

Authorized Signature

Deanna Wilmann, President LBHS Board
Boothers

Witness

[Signature]

Minutes of November 18, 2025

Mayor and Board of Aldermen

LONG BEACH TOWN GREEN RULES AND REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

Initials

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FEEES:

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

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

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

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

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

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

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

Initials

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Minutes of November 18, 2025
Mayor and Board of Aldermen

Mayor and Board of Aldermen advised Mr. Joel Kozlowski that they would have follow-up information on the Gateway Phase II at the next scheduled board meeting on Tuesday, December 2, 2025, at 5:00 pm.

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve the letter of agreement with Slaughter & Willingham, PLLC for the annexation project as follows and authorize Mayor to execute same:

LETTER OF AGREEMENT FOR
PLANNING AND CONSULTING SERVICES

THIS AGREEMENT is entered into by and between SLAUGHTER & WILLINGHAM, PLLC, hereinafter called the CONSULTANT, and the CITY OF LONG BEACH, MISSISSIPPI, hereinafter called the CITY.

- 1. The CITY does hereby employ the CONSULTANT to perform professional and technical services for: MUNICIPAL ANNEXATION ANALYSIS, TRIAL PREPARATION, AND EXPERT TESTIMONY.
- 2. The CONSULTANT hereby agrees to perform the above services diligently and competently in accordance with the standards applicable to this work.
- 3. The CITY shall compensate the CONSULTANT for professional services rendered, plus direct reimbursement for out-of-pocket expenses, including travel, per diem expenses for personnel, purchased information and services, copies, graphic materials, and other necessary expenses. The CONSULTANT may require the assistance of the city engineer regarding water, sewer, street, and drainage facilities and cost estimates, whose fee, if any, is not covered in this agreement.
- 4. The CONSULTANT will submit monthly or periodic invoices to the CITY requesting payment. Such requests will be based upon the amount and value of work and services performed by the CONSULTANT and will be accompanied by an itemized statement of work performed. The CITY shall pay the CONSULTANT the total amount of the invoice within thirty (30) days after receipt of the invoice. Nonpayment or payment less than the invoice amount within the specified time shall be cause for suspension of work by the CONSULTANT. The invoices will be based on the following rate schedule:

Principal Planner:	\$200/hr.
Associate Planner I:	\$150/hr.
Associate Planner II:	\$125/hr.
Planning/GIS Technician:	\$100/hr.
Office Technician:	\$ 50/hr.

- 5. The CITY may terminate or re-negotiate this letter of agreement at any time with written notification to the CONSULTANT.
- 6. Any reports, information, data, memoranda, or documents in any form, electronic or otherwise, prepared or assembled by the CONSULTANT under this agreement shall be the property of the CITY, even if remaining with the CONSULTANT. The CONSULTANT shall maintain confidential all such information unless specifically authorized in writing by the CITY through its Mayor or Attorney.

IN WITNESS WHEREOF the CITY and the CONSULTANT have executed this Agreement this the 18th day of November, 2025.

CLIENT: THE CITY OF LONG BEACH, MISSISSIPPI

BY:  WITNESS: 
Jim Pierce, Mayor Emma Ward, City Clerk

CONSULTANT: SLAUGHTER & WILLINGHAM, PLLC

BY:  
Mike Slaughter, P.E., AICP Nathan Willingham, DPA, AICP

Minutes of November 18, 2025 Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve request to advertise for Long Beach School Board Trustee as follows:

LEGAL NOTICE ELECTION OF SCHOOL TRUSTEE THE CITY OF LONG BEACH, MISSISSIPPI

NOTICE IS HEREBY GIVEN, that the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, at its first meeting in February to be held on Tuesday, the 3rd day of February, 2026, at 5:00 p.m. at the Long Beach City Hall, 201 Jeff Davis Avenue, in said City, or at such meeting to which the same may be recessed or adjourned, will consider and act upon the election of appointment of a Trustee to the Board of Trustees of the Long Beach School District, required by Law to be elected by said Mayor and Board of Aldermen.

Any person desiring to be considered an applicant for such office of trustee, or any person or civic organization desiring to submit the name of any person as an applicant, may so do by filing a curriculum vitae or resume with the City Clerk (eward@longbeachms.gov) of said City at the City Hall, 201 Jeff Davis Avenue, Long Beach Mississippi, or by mail to Post Office Box 929, Long Beach, Mississippi, 39560, no later than thirty (30) days from the date of this notice, 5:00 o'clock p.m. on Friday, the 19th day of December, 2025. *The resume shall include, but is not limited to, the name, address of the applicant, his or her work history and qualifications, and the name, address, and present employment of the applicant's spouse, and any supplemental information as may be required by the Mayor and Board of Aldermen.*

Ordered this the 18th day of November, 2025, by the Mayor and Board of Aldermen, Long Beach, Mississippi.



-SEAL-


Emma Ward, City Clerk

Alderman Allen made motion seconded by Alderman McGoey and unanimously carried to approve moving forward with Disc Golf Course Project and directed City Attorney Steve Simpson to draft a resolution asking for Harrison County's assistance in

Minutes of November 18, 2025 Mayor and Board of Aldermen

purchasing metal baskets. It was also noted for the record that all signage would be donated.

Alderman Bennett made motion seconded by Alderman Frazer and unanimously carried to approve purchase of signs and posts on Jeff Davis Avenue, just South of Railroad tracks as part of the Downtown Revitalization Grant.

   Quote #QUO29157 11/10/2025					
Custom Products Corporation PO Box 54091 Jackson MS 39288-4091 United States 601-932-5854 Ship To CITY OF LONG BEACH PUBLIC WORKS Mike Glass 404 KOHLER AVE LONG BEACH MS 39560 United States F.O.B. Origin - Freight Quoted					
BILL TO CITY of Long Beach MS Ms Jan Berry PO Box 929 Public Works Long Beach MS 39560 United States Exp. Close 11/10/2025 Sales Rep Eli Tharpe Carrier Multiple Carriers					
TOTAL \$6,237.51 Expires: 11/21/2025					
Quantity	Item	Class	Image	Rate	Amount
2	OPOR351014BKPO POST ROUND STEEL 3" OD 10' (120")/14GA/(BLACK) (NO HOLES)	ST		\$87.33	\$174.66
2	OPOZFR39516MDBK POST TOP FINIAL 3"OD ROUND/#9516 SPEAR/SLOPOVER/(BLACK)(PU) (C)	ST		\$52.60	\$105.20
1	Q451SKID120 SKID CHARGE/ITEM 97" - 120" LONG (9'-10')	Q		\$200.00	\$200.00
Custom Built Pallet for Items over 97'-120" long regardless of width,					
2	RITSBLKSS3030W112H4L 30X30 PEDESTRIAN TRAFFIC BLINKING HIP 4LED SIGN SOLAR W/ HDWR (C)	RE		\$1,273.41	\$2,546.82
2	RITSBLKSS3030W112H8L 30X30 PEDESTRIAN TRAFFIC BLINKING HIP 8LED SIGN SOLAR W/ HDWR (C)	RE		\$1,392.41	\$2,784.82
					\$5,811.50
Subtotal					\$5,811.50
Shipping Cost					\$426.01
Tax Total (%)					\$0.00
Total					\$6,237.51
Notes / Comments					



Minutes of November 18, 2025

Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman McGoey and unanimously carried to approve the Purchasing Card Policy as follows:

City Purchasing Card (P-Card) Policy

1. Purpose

The purpose of this policy is to establish guidelines for the issuance, use, and administration of City Purchasing Cards (P-Cards). The policy ensures responsible spending, proper documentation, and compliance with City purchasing procedures.

2. Scope

This policy applies to all City employees who are issued a Purchasing Card or who make purchases on behalf of the City.

3. Card Issuance and Authority

- Purchasing Cards may be issued to employees whose job duties require routine City-related purchases.
- Each cardholder must sign a P-Card Agreement acknowledging receipt of the card and understanding of this policy.
- The Comptroller (or designated authority) will maintain a list of all active P-Cards and card limits.

4. Spending Limit

- The Purchasing Card has a maximum single-transaction limit of \$1,000.
- The monthly card limit shall also not exceed \$1,000, unless otherwise authorized by the Mayor and Board of Aldermen.
- Purchases must not be split into multiple transactions to bypass the \$1,000 limit.

5. Purchase Order Requirement

- An approved Purchase Order (PO) is required for every P-Card purchase, regardless of amount.
- The cardholder must obtain an approved PO before making any purchase.
- A copy of the approved PO must be attached to the receipt and submitted with the monthly reconciliation.

6. Allowable Purchases

Necessary materials, supplies, equipment, or services required for official City business. Authorized travel-related expenses when preapproved.

- Emergency purchases when normal purchasing procedures cannot be followed, provided that an approved PO is obtained immediately afterward.

7. Prohibited Purchases

The following purchases are strictly prohibited:

- Personal items or non-business expenditures
- Cash advances
- Alcohol or tobacco
- Fuel for personal vehicles
- Gift cards or prepaid cards (unless specifically authorized)
- Any item not covered by an approved PO
- Items over \$1,000 (including tax and shipping)

8. Documentation Requirements

- The cardholder is responsible for obtaining an itemized receipt for every transaction.
- All receipts must be attached to the monthly statement and submitted to the Comptroller with the approved PO.
- Missing receipts must be explained in writing and signed by the Department Head.

9. Card Security

- Cardholders must safeguard their cards and card numbers at all times.
- Lost or stolen cards must be reported immediately to the Finance Department and the card issuer.
- Cards must be returned upon separation from employment or reassignment of duties.
- Misuse of the card may result in revocation of card privileges, reimbursement to the City, disciplinary action, or termination.
- Intentional misuse, fraud, or personal use may result in legal action.

11. Review and Oversight

- The Comptroller will review all monthly card statements for accuracy and compliance.
- This policy will be reviewed annually and updated as needed.

Minutes of November 18, 2025
Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Allen and unanimously carried to approve the amendment with Andercorp, LLC as follows:

AMENDMENT NUMBER 4 TO AGREEMENT BETWEEN
CITY OF LONG BEACH AND ANDERCORP, LLC
LONG BEACH IMPROVEMENTS

It is agreed to undertake the following work in accordance with the provisions contained in the AIA C132-2019 Agreement dated September 1, 2023:

Description:

- 1. Per Section 11 of the Contract between AnderCorp, LLC (Construction Manager) and the City of Long Beach (Owner), compensation for construction phase services is based on a "per project" basis with prior authorization from the Owner.

Compensation:

- 1. AnderCorp is authorized to proceed with Construction Manager's Additional Services as stipulated in the original Agreement, Per Section 4.2, for General/Miscellaneous City-Wide Construction Project(s) support for Calendar Year 2025 and 2026, with a Not to Exceed amount of \$25,000.00.
- 2. Southeastern Bulkhead repairs. Construction value of \$2,891,821.12. AnderCorp's compensation will be adjusted to a not to exceed 2.5% (\$72,286.95) General Conditions/reimbursable costs on the Cost of Construction plus 2.5% (\$72,295.53) fee of the Cost of the Work in lieu of the fee structure proposed in the September 1st AIA C132-2019 Agreement. - CLOSED OUT.
- 3. Eastern Bulkhead repairs. Construction value of \$4,527,502.03. AnderCorp's compensation will be adjusted to a not to exceed 2.5% (\$112,958.52) General Conditions/reimbursable costs on the Cost of Construction plus 2.5% (\$113,187.55) fee of the Cost of the Work in lieu of the fee structure proposed in the September 1st AIA C132-2019 Agreement. -CLOSED OUT.
- 4. AnderCorp is authorized to proceed with full Construction Management services as stipulated in the original Agreement for the Gateway Phase II Project.
- 5. AnderCorp is authorized to proceed with full Construction Management services as stipulated in the original Agreement for the Southern Quay Project.
- 6. AnderCorp is authorized to proceed with full Construction Management services as stipulated in the original Agreement for the Inner Bulkhead Project.
- 7. AnderCorp is authorized to proceed with full Construction Management services, based on the hourly rates in Exhibit B for the Harbor Repairs project, to comply with provisions of the RFQ, namely page 3, paragraph 3, sentence 2.
- 8. AnderCorp is authorized to proceed with the Construction Manager's Additional Services, as outlined in Section 4.2 of the original Agreement, for Project Feasibility and Planning Support. These services shall be performed on a not-to-exceed basis of \$ 50,000.00, in accordance with the hourly rates specified in Exhibit C – AnderCorp Rates (see attached).

Description:

- 1. Per Section 11.5 of the Contract between AnderCorp, LLC (Construction Manager) and the City of Long Beach (Owner), The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
 - a. Revised Exhibit A – Billable Rate Schedule
 - b. Exhibit B - Harbor Repairs - Billable Rate Schedule
 - c. Exhibit C – AnderCorp Rates (attached)

Exhibit C - AnderCorp Rates

Description	Rate
Director of Corporate Affairs	\$ 250.00
Project Executive	\$ 240.00
Senior Project Manager	\$ 230.00
Project Manager	\$ 215.00
Senior Construction Manager	\$ 240.00
Safety Director	\$ 200.00
Safety Manager	\$ 150.00
Scheduler	\$ 200.00
Quality Manager	\$ 200.00
Project Engineer	\$ 150.00
Senior Estimator	\$ 215.00
Estimator	\$ 200.00
Field Engineer	\$ 150.00
Document Control Specialist	\$ 95.00

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Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve addendum #3 for intersections improvements at Klondyke Road and Commission Road submitted by Pickering Firm, LLC as submitted and to authorize Mayor to execute same:

ADDENDUM TO EXTEND TIME
LPA PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN
City of Long Beach
And
Pickering Firm, Inc.

This Addendum is made a part of that Professional Services Contract entered into by and between City of Long Beach (known as the "LPA") and Pickering Firm, Inc. (Known as the "CONSULTANT"), whose address is 2001 Airport Road, Suite 201, Flowood, MS 39232 signed by CONSULTANT on August 20, 2020, and signed by LPA on October 6, 2020.

WHEREAS, in consideration of the agreement of the Parties hereto to modify the original Professional Services Contract between them, the City of Long Beach and Pickering Firm, Inc., do by entering into this Addendum mutually agree to amend ARTICLE III. CONTRACT TERM of the original contract as aforescribed herein, in order to extend the Contract Term or period of performance of the Professional Services Contract for an additional Twelve (12) months, and said Professional Services Contract is amended as set out below:

ARTICLE III. CONTRACT TERM: The CONTRACT ending date as shown in this Article for Pickering Firm, Inc. for Intersection Improvements at Klondyke Road and Commission Road, Project Number STP-0295-00(016)LPA/107917-701000, Harrison County will change from December 31, 2025 at 12:00 P.M. to December 31, 2026 at 12:00 P.M.

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

WITNESS this my signature in execution hereof, this the 18th day of November, 2025.


City of Long Beach

WITNESS this my signature in execution hereof, this the 29th day of October, 2025.


Rick Ferguson, P.E.

Attested By:



Address: 2001 Airport Road
Suite 201
Flowood, MS 39232

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to table the amended and Restated Lease Agreement with Long Beach Harbor Resort, LLC.

Alderman McCaffrey made motion seconded by Alderman Giuffria and unanimously carried to approve changing the speed limit on Jeff Davis Avenue from 25 miles per hour to 15 miles per hour.
M.B. 110
11.18.25 Reg/Public Hearing

**Minutes of November 18, 2025
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to award Public Works Contract to H2O Innovation.

Alderman McGoey made motion seconded by Alderman Giuffra and unanimously carried to accept request made by Police Chief Billy Seal to retire K-9 Jack and allow him to be permanently placed in the care of his handler, Officer Wil Zacharias to leisurely live out the remainder of his days.



November 12, 2025

To: Mayor Pierce
Board of Aldermen

From: Chief Seal

Re: Request to Retire K-9 Rex and Purchase Replacement K-9

After over 4 years of faithful service to the Long Beach Police Department, I am respectfully requesting that K-9 Jack be retired from service effective today. Due to his orthopedic injuries and chronic conditions he is no longer able to effectively perform the required duties. At this time, I ask that you declare K-9 Jack as surplus property and allow him to be permanently placed in the care of his handler, Officer Wil Zacharias, to leisurely live out the remainder of his days.

Thank you for your consideration.

A handwritten signature in dark ink, appearing to read 'William Seal', is written over a horizontal line.

William Seal
Chief of Police

PO Box 929, Long Beach, MS 39560

Phone: 228-865-1981

Fax: 228-863-1557

Minutes of November 18, 2025
Mayor and Board of Aldermen



228-863-7292
FAX 228-863-1557

LONG BEACH POLICE DEPARTMENT

P.O. BOX 929 LONG BEACH, MS 39560

To: Chief Seal
11/10/2025

This letter is to inform based on our prior meeting disusing K-9 Jack and the options given for retirement. After consideration and discussing with the veterinarian, I have chosen to take responsibility for the K-9's medical needs and elect to not go forward with the surgery to be paid for by the department.

Respectfully,

K-9 Officer Zacharias

Alderman Bennett made motion seconded by Alderman McCaffery and unanimously carried to approve the following donation request of \$1500 made by Chief Seal for Gulf Coast Public Safety Feed the Needy:



Date: November 5, 2025
To: Mayor
Board of Aldermen
From: Billy Seal
Chief of Police
RE: Funding, Gulf Coast Public Safety Feed the Needy
City Leaders,

The Gulf Coast Public Safety Feed the Needy Program is a successful collaboration between the Public Safety Agencies in Harrison County, generous donors, and volunteers. This community outreach program, whose purpose is to provide hot meals to those less fortunate and the elderly in our communities twice a year on Thanksgiving and Christmas mornings, helps us as public servants and volunteers fulfill that civic duty to those in our communities in need.

This program has been providing hot meals for approximately thirty-six years on the coast, becoming a 501(C)(3) organization in Harrison County in 2015. The program has gone from feeding a few hundred people to providing over 2,700 meals in 2024. The Feed the Needy Program is only possible through donations and volunteers. Recently, funding has become an issue, and we are requesting your assistance by contributing \$1,500.00, to help support this much-needed program and continue providing hot meals during the holidays. We would genuinely appreciate the support to help us keep this program going for years to come.

Thank you for your consideration,

Billy Seal
Chief of Police

Attachments: W-9
Tax Exempt Certificate

Minutes of November 18, 2025
Mayor and Board of Aldermen

Alderman Frazer made motion seconded by Alderman McCaffery and
unanimously carried to approve the following budget amendment request made by
Long Beach Fire Department:

Long Beach Fire Department

645 Klondyke Road
Long Beach, Ms., 39560

To: Mayor and Board of Aldermen
From: Chief Griff Skellie
Date: 11/11/2025
Ref: City Credit Card Use

Mayor, and Board of Aldermen,

Dear Sir,

A few years ago, we had an unfortunate accident involving a new fire engine. Thankfully the city had replacement cost coverage on this vehicle. There was a \$206k difference when we ordered the new fire engine. Travelers Insurance Co. sent the city a check in this amount, but it was put in the General Fund.

I am writing to you today to ask for these funds to be reallocated to Capital Outlay line in the Fire Department budget. We are expecting delivery of the new engine early next Spring and would like to use these funds to pay down what will be owed.

Thank you for your consideration of this matter.

Chief Griff Skellie

Chief Griff Skellie

Alderman Frazer made motion seconded by Alderman Bennett and unanimously
carried to approve the following budget amendment request made by Long Beach
Library:



Long Beach Public Library
200 Jeff Davis Avenue
Long Beach, MS 39560
Phone (228) 693-0711
Fax (228) 693-0511

To: Mayor Pierce and Honorable Aldermen
From: Denise Saucier, Library Director
Cc: Emma Ward, City Clerk & Kim Gonsoulin, Finance Officer/Deputy City Clerk
Date: November 12, 2025

Dear Mayor Pierce and Aldermen,

With apologies, the library is re-requesting the budget amendment under the library's Supplies category. This budget amendment was previously approved at the city's business meeting on August 19, 2025. However, the Glaze Solutions invoice did not come in until the FY 2026 budget cycle began. Therefore, that invoice amount came out of the FY 2026 Building Maintenance budget which left a negative balance going into FY 2026 instead of the starting amount of \$1,500. The invoice total was \$4,275.00. The library is requesting a \$4,275.00 budget amendment to bring the Building Maintenance budget back to the \$1,500.00 allotted for FY 2026.

Thank you for your consideration.

Respectfully Yours,

Denise Saucier

Denise L. Saucier, MLIS, MA, Director
Long Beach Public Library
200 Jeff Davis Avenue
Long Beach, MS 39560
(228) 693-0711
dsaucier@longbeach.lib.ms.us

Minutes of November 18, 2025
Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Bennett and unanimously carried to authorize necessary repairs at the Babe Ruth Baseball Field lights per the following quote from Weaver Electric to be funded from the Infrastructure Improvement Funds:



Post Office Box 7176 Gulfport, Mississippi 39508 Phone: 228-265-7740 Fax: 228-265-7742

October 2, 2025

Ryan Ladner
Long Beach Parks and Rec Director
Long Beach MS.

Ref: Replace disconnects and rack for Babe Ruth baseball Field
Q-25-164

Ryan,

We are pleased to provide the following for the referenced project above. Scope of work to follow.

We can perform this work with labor and material for the proposed amount of \$7,600.00 dollars

Labor:	\$3,600.00
Material:	\$2,200.00
Equipment:	\$1,800.00
Total:	\$7,600.00

Scope of Work

Inclusions:

- Provide Labor and equipment to remove bad disconnects
- Provide Labor and equipment to remove (2) bad poles
- Provide Labor and equipment to install new wood poles (Poles Provided by City)
- Provide Labor, material and equipment to install new disconnects

Addition of (\$650.00) if Weaver provides poles for a total of \$8,250.00 .

Exclusions:

- We do not include any other work other than specified
- We do not include tax

pg. 1

Initials, WEI _____ Purchaser _____

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Mayor and Board of Aldermen

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to approve amended Holiday Schedule 25/26:

HOLIDAY SCHEDULE	
2025	CLOSE Noon (ALL administrative employees taking off at noon MUST utilize leave or remain at work for their normal workday)
Wednesday, November 26 th	CLOSED-Thanksgiving Holidays
Thursday, November 27 th	
Friday, November 28 th	
*Wednesday, December 24 th	CLOSE Noon (ALL administrative employees taking off at noon MUST utilize leave or remain at work for their normal workday)
Thursday, December 25 th	CLOSED-Christmas Holidays
Friday, December 26 th	CLOSED-Christmas Holidays
Wednesday, December 31 st	CLOSE Noon (ALL administrative employees taking off at noon MUST utilize leave or remain at work for their normal workday)
2026	CLOSED-New Year's Holiday
Thursday, January 1 st	
Monday, January 19 th	CLOSED-Martin Luther King's and Robert E. Lee's Birthday
Monday, February 16 th	CLOSED-President's Day
Monday, April 27 th	CLOSED-Confederate Memorial Day
Monday, May 24 th	CLOSED Memorial Day
Friday, July 4 th	CLOSED-Independence Day
Monday, September 7 th	CLOSED-Labor Day
Wednesday, November 11 th	CLOSED-Veteran's Day
Wednesday, November 26 th	CLOSE Noon (ALL administrative employees taking off at noon MUST utilize leave or remain at work for their normal workday)
Thursday, November 27 th	CLOSED-Thanksgiving Holidays
Friday, November 28 th	CLOSED-Thanksgiving Holidays
Wednesday, December 24 th	CLOSED-Christmas Holidays
Thursday, December 25 th	CLOSED-Christmas Holidays
Thursday, December 31 st	CLOSE Noon (ALL administrative employees taking off at noon MUST utilize leave or remain at work for their normal workday)
2027	CLOSED-New Year's Holiday
Friday, January 1 st	
HOLIDAYS ARE SUBJECT TO CHANGE IN ACCORDANCE WITH GOVERNOR'S PROCLAMATION	
MROA 11/19/25	

Alderman Frazer made motion seconded by Alderman McCaffrey and unanimously carried to declare an Executive Session for the transaction of public business, to wit: Personnel matters.

The question having received the affirmative voice vote of all the Aldermen present and voting, the Mayor declared the motion carried, whereupon the Board entered into Executive Session.

* *

The Meeting resumed in Open Session, whereupon no action was taken.

Based on the recommendation of Department Heads and certification by the Civil Service Commission, Alderman Frazer made motion seconded by Alderman McGoe and unanimously carried to approve personnel changes as follows:

M.B. 110
11.18.25 Reg/Public Hearing

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Mayor and Board of Aldermen

- Resignation: Comptroller Kini Gonsoulin; CSA-11-XIII; effective 11/30/25.
- New Hire: Part Time Payroll Clerk Stacey Dahl; \$16.15 per hour effective 12/01/25.
- New Hire: Comptroller Brittany Alleman; CSA-11-B; effective 12/01/25.
- Resignation: Police Dispatcher Michael Scheid; PS-3-I; effective 11/17/25.
- New Hire: Firefighter Cameron Jinright; FS-9-B; effective 11/16/25.
- New Hire: Firefighter Ethan McMillan; FS-9-B; effective 11/16/25.
- Step Increase: Firefighter Brian Sumrall; FS-9-II; effective 11/16/25.
- Resignation: Training Chief Mark Hudson; FSA-13-XII; effective 11/15/25.

Alderman Frazer made motion seconded by Alderman McCaffrey and
unanimously carried to accept Revenue Expense Report for October 2025.

Alderman McCaffrey made motion seconded by Alderman Frazer to approve the
following extension of Engineering Services for Transportation Master Plan:



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

November 3, 2025

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

RE: City of Long Beach Transportation Master Plan
STP-0295-00(026)JPA/109387-711000

Ladies and Gentlemen:

As you are aware, Overstreet & Associates has been working on a master transportation plan for the above referenced project. In order to facilitate continued work on this project, we request that the Contract time be extended to June 30, 2026. This request will not alter or modify the goals or objectives of the project, the scope of work, or the maximum compensation allowed for this CONTRACT. In order to meet MDT requirements, this agreement will be effective starting December 30, 2025, as is indicated on the attached official contract modification.

Sincerely,

Grady J. Martin IV, P.E.

DB:1252

Minutes of November 18, 2025
Mayor and Board of Aldermen

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

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

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

ARTICLE III. CONTRACT TERM: The CONTRACT ending date as shown in this Article for Overstreet & Associates, PLLC for City of Long Beach Transportation Master Plan, STP-0295-00(026)LPA/109387-711000, Harrison County will change from December 31, 2025, at 11:59 P.M. to June 30, 2026, at 11:59 P.M.

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

WITNESS this my signature in execution hereof, this the 18th day of November 2025


Mayor Timothy I. Pierce

WITNESS this my signature in execution hereof, this the ____ day of ____ 20__.


F. Jason Overstreet, P.E.

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

Alderman McCaffrey made motion seconded by Alderman Frazer to approve the following contract time extension for Pineville Road Sidewalk Phase II:



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

November 3, 2025
City of Long Beach
P.O. Box 929
Long Beach, MS 39560
RE: Pineville Road Sidewalk Phase II
STP-9083-00(002)LPA/107918-701000
Ladies and Gentlemen:

As you are aware, Overstreet & Associates has been working on the design of the referenced project, including the process of needed right-of-way acquisition, which is a lengthy process. The City has also decided to suspend work on this project. In order to facilitate continued work when the City decides to resume work on this project, we request that the Contract time be extended to June 30, 2026. This request will not alter or modify the goals or objectives of the project, the scope of work, or the maximum compensation allowed for this CONTRACT. In order to meet MDOT requirements, this agreement will be effective starting December 31, 2025, as is indicated on the attached official contract modification.

Sincerely,

Grady J. Martin IV, P.E.

DB:1045

Minutes of November 18, 2025
Mayor and Board of Aldermen

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

This Addendum is made a part of that Professional Services Contract entered into by and between *City of Long Beach* (known as the "LPA") and *Overstreet & Associates, PLLC* (Known as the "CONSULTANT"), whose address is *161 Lamouse Street, Suite 203, Biloxi, MS 39530* signed by CONSULTANT on *May 15, 2020*, and signed by LPA on *June 10, 2020*.

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

ARTICLE III. CONTRACT TERM: The CONTRACT ending date as shown in this Article for *Overstreet & Associates, PLLC* for *Pineville Road Sidewalk Phase II, STP-9083-00(002)LPA/107918-711000, Harrison County* will change from *December 31, 2025, at 11:59 P.M. to June 30, 2026, at 11:59 P.M.*

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

WITNESS this my signature in execution hereof, this the 18th day of November 2025


Mayor Timothy I. Pierce

WITNESS this my signature in execution hereof, this the ____ day of ____ 20__.


F. Jason Overstreet, P.E.

Attested By 

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

Alderman Frazer made motion seconded by Alderman Allen to approve the following contract time extension for Pineville Road Sidewalk Phase III:



overstreetassociates.com
2010 Pineville Road, Suite 203
Biloxi, MS 39530
228.967.7137

November 3, 2025

City of Long Beach
P.O. Box 927
Long Beach, MS 39560

RE: **Pineville Road Sidewalk Phase III**
STP-9083-00(003)LPA/108434-701000

Ladies and Gentlemen:

As you are aware, Overstreet & Associates has been working on the design of the referenced project, including the process of needed right-of-way acquisition, which is a lengthy process. The City has also decided to suspend work on this project. In order to facilitate continued work when the City decides to resume work on this project, we request that the Contract time be extended to June 30, 2026. This request will not alter or modify the goals or objectives of the project, the scope of work, or the maximum compensation allowed for this CONTRACT. In order to meet MDO requirements, this agreement will be effective starting December 31, 2025, as is indicated on the attached official contract modification.

Sincerely,



Grady J. Martin IV, P.E.

D8:1147

Minutes of November 18, 2025 Mayor and Board of Aldermen

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

This Addendum is made a part of that Professional Services Contract entered into by and between *City of Long Beach* (known as the "LPA") and *Overstreet & Associates, PLLC* (Known as the "CONSULTANT"), whose address is *161 Lameuse Street, Suite 203, Biloxi, MS 39530* signed by CONSULTANT on *June 29, 2021*, and signed by LPA on *August 23, 2021*.

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

ARTICLE III. CONTRACT TERM: The CONTRACT ending date as shown in this Article for *Overstreet & Associates, PLLC* for *Pineville Road Sidewalk Phase III, STP-9083-00(003)LPA/108636-711000, Harrison County* will change from *December 31, 2025, at 11:59 P.M.* to *June 30, 2026, at 11:59 P.M.*

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

WITNESS this my signature in execution hereof, this the 18th day of November 2025


Mayor Timothy I. Pierce

WITNESS this my signature in execution hereof, this the _____ day of _____ 20____.


F. Jason Overstreet, P.E.

Attested By:



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

Based on the recommendation of City Engineer David Ball, Alderman McCaffrey made motion seconded by Alderman Giuffria to approve the following contract extension for six months from November 18, 2025, on Minor and Emergency Service Term Bid Contract with JLB Contractors, LLC:



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

overstreeteng.com
161 Lameuse St., Suite 203
Biloxi, MS, 39530
338.967.7117

November 18, 2025

City of Long Beach
P.O. Box 929
Long Beach, MS 39540

RE: **Minor and Emergency Services Term Bid – Contract Time Extension**
Lodas and Gentlemen:

In 2022, the City entered into a competitively-procured contract with JLB Contractors, LLC ("JLB") for Minor & Emergency Services. As the contract title indicates, the contract is intended to provide the City with a pre-positioned and fully priced "indefinite scope" styled contract in the case of an emergency, even in case the City desires construction work to be performed outside of normal channels.

In 2024, the original two-year contract period was nearing expiration, and the contract was extended for an additional year. The contract was renewed and the original contract terms extended for an additional year. The termination of the original contract and the extension of the contract term again per the attached letter. It places the City, who recommended that the City enter into an additional one year extension for the contract.

If there are any questions about this, please advise.

Sincerely,


David Ball, P.E.

DB:539
Attachment

M.B. 110
11.18.25 Reg/Public Hearing

Minutes of November 18, 2025
Mayor and Board of Aldermen



21294 Johnson Road
Long Beach, MS 39560
O: 228 863 0303
F: 228 863 4469
www.jlb-co.com

November 14, 2025

David Ball
City Engineer
City of Long Beach
201 Jeff Davis Ave
Long Beach, MS 39540

**Re: EMERGENCY CONSTRUCTION SERVICES AND MINOR CONSTRUCTION SERVICES
CPI.**

Mr. David Ball,

This letter serves to request an extension to the emergency construction services and minor construction services contract between the City of Long Beach and JLB Contractors LLC. Executed on September 20, 2022. JLB is seeking a 1 year extension of the contract via mutual agreement per the terms of the contract Article 5. JLB values it's opportunity to serve the City of Long Beach and its residents.

Sincerely,

Jeffery Taylor
Assistant Project Administrator

Based on the recommendation of City Engineer David Ball, Alderman McCaffrey
made motion seconded by Alderman Frazer to approve contract and change order for
LB Harbor Hurricane Zeta Repairs awarded to J.E. Borries, Inc.:

Minutes of November 18, 2025

Mayor and Board of Aldermen



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

November 14, 2025

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

**RE: LB Harbor – Hurricane Zeta Repairs
All FEMA Repairs**

Ladies and Gentlemen:

Please see the attached contract documents executed by J.E. Barries, Inc. for the referenced project. They have provided appropriate bonds and insurance documents and the contracts are ready for final execution by the City.

We have also attached a proposed Change Order 1 for the contract which provides some additional insurance protections to the City via a waiver of subrogation in favor of the City provided by the Contractor's insurance provider.

We recommend that the City authorize full execution of the contract documents as well as approval of Change Order 1. If there are any questions, please advise.

Sincerely,

David Ball, P.E.

DB:1377
Attachment

Minutes of November 18, 2025
Mayor and Board of Aldermen

AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Long Beach, MS ("Owner") and J.E. Borries, Inc. ("Contractor"). Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The required work is described and indicated in the Construction Plans and Specifications, but generally includes demolition of destroyed elements, pier repairs, dredging, pavement repairs, electrical system repair/replacement, miscellaneous site work repairs such as fences and gates, sidewalks, benches and picnic tables, along with other miscellaneous items.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: LONG BEACH SMALL CRAFT HARBOR - HURRICANE ZETA REPAIRS - ALL FEMA REPAIRS

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Overstreet & Associates, PLLC ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Overstreet & Associates, PLLC ("Engineer").

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before the date established by the Notice to Proceed, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.
- 4.03 *Contract Times: Days*
- A. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 240 days after the date when the Contract Time commences to run.

EJCDC® C-510, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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4.05

Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$830.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$830.00 for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06

Special Damages

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

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

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- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) at the prices stated in Contractor's Bid. The Initial total Contract Price is:

Three Million Nine Hundred Thirty-One Thousand Nine Hundred Four Dollars and 00/100 (\$3,931,904.00)

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

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions. Progress payments will be based upon the amount of work installed and acceptable to the Engineer.

6.02 Progress Payments; Retainage

- A. Five percent (5%) of the total of each monthly estimate shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the Engineer's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. Provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2½%). Subsequent to Substantial Completion of all work, acceptable to the Engineer, Engineer will have the option to reduce the held retainage until project close-out.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work and receipt of all documents necessary to close out the project, the Owner shall pay the Contractor the remainder of the Contract Price for installed work and any held retainage in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

- A. Owner will not make final payment, or return or release retainage unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. General Conditions.

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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4. Supplementary Conditions.
5. All General & Technical Specifications as listed in the table of contents of the project manual, including instructions to bidders, bid form, front end documents, appendices, and other attachments, etc. (per the Specifications Table of Contents).
6. Drawings (not attached but incorporated by reference) consisting of 28 sheets with each sheet bearing the following general title: **LONG BEACH SMALL CRAFT HARBOR – HURRICANE ZETA REPAIRS – ALL FEMA REPAIRS.**
8. Addenda (numbers 1 to 2, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Pages 1 to 35) (Not attached but incorporated by reference)
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical

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Data Identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as Indicated in the Contract Documents.
8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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Mayor and Board of Aldermen

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, 2025 (which is the Effective Date of the Contract).

Owner:

City of Long Beach

(typed or printed name of organization)

By:


(individual's signature)

Date:

11-18-25

(date signed)

Name:

Timothy I. Pierce

(typed or printed)

Title:

Mayor

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

P.O. Box 929

Long Beach, MS 39560

Designated Representative:

Name: David Ball, P.E.

(typed or printed)

Title:

Project Engineer

(typed or printed)

Address:

123 S. Jeff Davis Ave.

Long Beach, MS 39560

Phone: 228-967-7137

Email:

david@overstreeteng.com

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

Contractor:

J. E. Borries, Inc.

(typed or printed name of organization)

By:


(individual's signature)

Date:

10-24-25

(date signed)

Name:

Jason Borries

(typed or printed)

Title:

President

(typed or printed)

(If Type of Entity is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:


(individual's signature)

Title:

10-24-25

(typed or printed)

Address for giving notices:

2816 Front Street

Pascagoula, MS 39567

Designated Representative:

Name: Stuart Jones

(typed or printed)

Title:

Vice President, Project Manager

(typed or printed)

Address:

Per above

Phone:

228-239-6867

Email:

jeborries@gmail.com

License No.:

09360-MC

(where applicable)

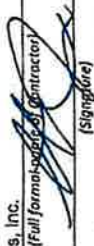
State:

MS

Minutes of November 18, 2025
Mayor and Board of Aldermen

PERFORMANCE BOND

BOND # 101427782

Contractor Name: J. E. Borries, Inc. Address (principal place of business): 2816 Front Street Pascagoula, MS 39567	Surety Name: Merchants Bonding Company (Mutual) Address (principal place of business): P.O. Box 14498 Des Moines, IA 50306
Owner Name: City of Long Beach Mailing address (principal place of business): P. O. Box 929 Long Beach, MS 39560	Contract Description (name and location): Long Beach Small Craft Harbor Hurricane Zeta Repairs All FEMA Repairs Contract Price: \$3,931,904.00 Effective Date of Contract:
Bond Bond Amount: \$3,931,904.00 Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: ☒ None ☐ See Paragraph 16 Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	
J. E. Borries, Inc. (Full formal signature of Contractor)	
By:  (Signature)	Surety Merchants Bonding Company (Mutual) (Full formal name of Surety) (Corporate seal)
Name: <u>STUART JONES</u> (Printed or typed)	By:  (Signature) (Signature) (Attach Power of Attorney)
Title: <u>VICE PRESIDENT</u> (Printed or typed)	Name: <u>Debbie Dunaway</u> (Printed or typed)
Attest:  (Signature)	Title: <u>Attorney-In-Fact</u> (Printed or typed)
Name: <u>Clancy Borries</u> (Printed or typed)	Attest:  (Signature)
Title: <u>Secretary</u> (Printed or typed)	Name: <u>Kathleen Scarborough</u> (Printed or typed)
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
- 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

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PAYMENT BOND

BOND # 101427782

Contractor Name: J. E. Borries, Inc. Address (principal place of business): 2816 Front Street Pascagoula, MS 39567	Surety Name: Merchants Bonding Company (Mutual) Address (principal place of business): P.O. Box 14498 Des Moines, IA 50306
Owner Name: City of Long Beach Mailing address (principal place of business): P. O. Box 929 Long Beach, MS 39560	Contract Description (name and location): Long Beach Small Craft Harbor Hurricane Zeta Repairs All FEMA Repairs Contract Price: \$3,931,904.00 Effective Date of Contract:
Bond Bond Amount: \$3,931,904.00 Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: ☒ None ☐ See Paragraph 18 Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal J. E. Borries, Inc. (Full formal name of Contractor) By: <u>[Signature]</u> (Signature) Name: <u>STUART JONES</u> (Printed or typed) Title: <u>VICE PRESIDENT</u> Attest: <u>[Signature]</u> (Signature) Name: <u>Clancy Borries</u> (Printed or typed) Title: <u>Secretary</u>	
Surety Merchants Bonding Company (Mutual) (Full formal name of Surety) (corporate seal) By: <u>[Signature]</u> (Signature) (Attach Power of Attorney) Name: <u>Debbie Dunaway</u> (Printed or typed) Title: <u>Attorney-in-Fact</u> Attest: <u>[Signature]</u> (Signature) Name: <u>Kathleen Scarborough</u> (Printed or typed) Title: <u>witness</u>	
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

Minutes of November 18, 2025

Mayor and Board of Aldermen

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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Mayor and Board of Aldermen

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

Minutes of November 18, 2025

Mayor and Board of Aldermen

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

Minutes of November 18, 2025
Mayor and Board of Aldermen



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

Charlotta Ramsey; Chris Boone; David R Fortenberry; Debbie Dunaway; Dewey B Mason; James Eley Brashler; Jennifer Roberts; Joey Beattie; Julie C Livingston; Kathleen Scarborough; Kimberly B Barthum; Lisa R Butler; Mary J Norvai; Patrick Thomas Mason; Sharon L Tulen; Susan Skramelis; Troy P Wagener

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of May, 2025.

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
ditto MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA

COUNTY OF DALLAS ss.

On this 1st day of

May, 2025,

before me appeared Larry Taylor, to me personally known, who being by me duly sworn

did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the

seals affixed to the foregoing instrument are the Corporate Seals of the Companies, and that the said instrument was signed and sealed in behalf

of the Companies by authority of their respective Boards of Directors.

Notary Public

Penal Miller

Commission Number 787952

My Commission Expires

January 20, 2027

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

I, Elisabeth Sandersfield, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do

hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still

in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16 day of OCTOBER, 2025.

Notary Public

Elisabeth Sandersfield

Secretary

POA 001B (8/24)

Minutes of November 18, 2025 Mayor and Board of Aldermen

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 780 Howard Avenue, 2nd Floor Bloomington, MS 39550		CONTRACT Party Salvage FAC No. Edt: 228-374-2000 FAX: 228-374-2000 Address: Party Salvage @ulig.com	
INSURED J. E. Borjas, Inc. 2816 Front Street Pascagoula, MS 39567		INSURANCE AFFORDING COVERAGE INSURER A: Mitsui Sumitomo Insurance Co. of America INSURER B: Progressive Gulf Insurance Company INSURER C: Navigators Insurance Company INSURER D: American Interlake Insurance Company INSURER E: INSURER F:	
-E (WORKER'S)		NAC # 20362 42412 42307 31895	

COVERAGES		CERTIFICATE NUMBER: 863307551		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPIRATION DATE	LIMITS

A	X	COMMERCIAL GENERAL LIABILITY	CHM4510261	2/25/2025	2/25/2028
		CLAIMS-MADE ☒ OCCUR ☐			
		OWNED ☐ HIREN ☐ NON-OWNED ☐ AUTOS ONLY ☐			
		DEVL. AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC ☐			
		OTHER:			

B	X	AUTOMOBILE LIABILITY	966682028	3/18/2025	3/18/2028
		ANY AUTO ☒			
		OWNED ☐ HIREN ☐ NON-OWNED ☐ AUTOS ONLY ☐			

A	C	UMBRELLA/LIAB	CLM2510518 H02SLJAZ0GLT401	2/25/2025 2/25/2025	2/25/2028 2/25/2028
		EXCESS LIAB ☒ RETENTION \$ 25,000			
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	AWCMMS405752025	8/17/2025	8/17/2028
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? ☐			
		IF YES, describe under DESCRIPTION OF OPERATIONS below			

D		Maritime Employees Liability	AWCMMS405762025	8/17/2025	8/17/2028
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Owners: Roxanna Borjas is excluded from Workers Compensation Coverage.
Excess Liability is follow form GL, AL and EL.
Long Beach Small Craft Harbor - Hurricane Zeta Repairs - All FEMA Repairs. City of Long Beach and Overstreet & Associates PLLC and Andercorp, LLC are named as additional insureds on the General Liability, Auto and Umbrella policies when required by written contract. A Waiver of Subrogation is also provided in favor of the City of Long Beach and Overstreet & Associates PLLC and Andercorp, LLC on all policies when required by written contract. Insurance is primary and non-contributory when required by written contract.

CERTIFICATE HOLDER City Of Long Beach P. O. Box 929 Long Beach MS 39560	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Paul T. Mann</i>
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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSURED(S)/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

Minutes of November 18, 2025
Mayor and Board of Aldermen

Date of issuance:

11/22/2025

Change Order No.

1

Effective Date:

11/18/2025

Project:

Long Beach Harbor - All FEMA Repairs

Contractor:

J.E. Borries, Inc.

Owner:

City of Long Beach

Owner's Contract No.:

Date of Contract:

Engineer's Project No.:

1377

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

Description:

1. Modify paragraph SC-6.05 of the Supplementary Conditions to read as follows: All liability policies shall include a waiver of subrogation in favor of Owner, Construction Manager, and Engineer on all applicable policies of Contractor and Subcontractors.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$3,931,904.00

(Change) In Contract Price from previous Change Orders No. 1 to No. 1

\$0.00

Contract Price prior to this Change Order:

\$3,931,904.00

(Change) In Contract Price due to this Change Order:

\$0.00

Revised Contract Price Incorporating this Change Order:

\$3,931,904.00

CHANGE IN CONTRACT TIMES:

Original Contract Times:

☐ Working Days

☒ Calendar days

Substantial completion (days or date):

240

Ready for final payment (days or date):

TBD

Change in Contract Time from previous Change Orders No. 1 to No. 1

1

Substantial completion (days or date):

0

Ready for final payment (days or date):

Contract Times prior to this Change Order:

Substantial completion (days or date):

240

Ready for final payment (days or date):

Change in Contract Time due to this Change Order:

Substantial completion (days or date):

0

Ready for final payment (days or date):

Contract Times incorporating this Change Order:

Substantial completion (days or date):

TBD

Ready for final payment (days or date):

RECOMMENDED:

(ENGINEER)

ACCEPTED:

(CONTRACTOR)

By:



By:



Date:

11-18-2025

Date:

Nov. 17, 2025

Alderman McCaffrey made motion seconded by Alderman Frazer and
unanimously carried to direct Public Works to reclean previously adjudicated property
at 307 Alexander Road, assessed to Dakohtah Hedgepeth and Isabella Rose Spiers.

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

Minutes of November 18, 2025
Mayor and Board of Aldermen

APPROVED:

- Alderman Donald Frazer, At-Large
- Alderman Patrick Bennett, Ward 1
- Alderman Jesse Allen, Ward 2
- Alderman Joseph "Joey" Giuffria, Ward 3
- Alderman Timothy McCaffrey, Jr., Ward 4
- Alderman Greg Bonds, Ward 5
- Alderman Pete L. McGoey, Ward 6

ATTEST:

Date

Emma Ward, City Clerk

CITY OF LONG BEACH, MISSISSIPPI
MAYOR AND BOARD OF ALDERMEN
MINUTES OF EXECUTIVE SESSION
November 18, 2025

Be it remembered that the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, met in closed and executive session at the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, pursuant to the Laws of the State of Mississippi entered into by the unanimous vote of all the Aldermen present and voting at a regular meeting duly held and convened on Tuesday, the 18th day of November, 2025.

There were present and in attendance on said board and at the meeting the following named persons: Mayor Timothy I. Pierce, Aldermen Donald Frazer, Patrick Bennett, Jesse Allen, Joseph “Joey” Giuffira, Timothy McCaffrey, Jr., Pete L. McGoey, City Clerk Emma Ward, and City Attorney Stephen B. Simpson, Esq.

Absent: Alderman Greg Bonds

There being a quorum present sufficient to transact the business of this executive session the Mayor and Board of Aldermen did then, upon motion duly made, seconded and unanimously carried in open session on November 18, 2025, meet in executive session for the transaction of public business, to-wit: Personnel matter.

*

*

- Discussion was held regarding employee education requirements.
- Discussion was held regarding new Accreditation Manager/Grant Writer Position.

There was no official action taken in Executive Session.

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to adjourn executive session and return to open session.

246 CITY OF LONG BEACH, MISSISSIPPI
MAYOR AND BOARD OF ALDERMEN
MINUTES OF EXECUTIVE SESSION
November 18, 2025

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Patrick Bennett, Ward 1

Alderman Jesse Allen, Ward 2

Alderman Joseph "Joey" Giuffria, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Greg Bonds, Ward 5

Alderman Pete L. McGoey, Ward 6

Date

ATTEST:

Emma Ward, City Clerk