

**Minutes of August 20, 2024
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF AUGUST 20, 2024
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

- I. CALL TO ORDER**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. ROLL CALL AND ESTABLISH QUORUM**
- IV. PUBLIC HEARINGS**
- V. PUBLIC COMMENTS**
- VI. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
 - 1. Gabriel Franco – Flag Retirement Boxes**
- VII. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VIII. APPROVE MINUTES:**
 - 1. MAYOR AND BOARD OF ALDERMEN**
 - a. August 6, 2024 Regular & Executive Session**
 - b. August 13, 2024 Work Session**
 - 2. PLANNING & DEVELOPMENT COMMISSION**
 - a. August 8, 2024 Regular**
- IX. APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. 082024**
- X. UNFINISHED BUSINESS**
- XI. NEW BUSINESS**
 - 1. Special Event App – First Methodist Church – 150th Year Celebration**
 - 2. Special Event App – Long Beach High School; Homecoming Parade & Pep Rally**
 - 3. Contract – Neel Schaffer; Railroad Crossing Imp Engineering & Inspection**
 - 4. Banner Placement Request – Carnival Association of LB; Family Fest**
 - 5. Long Beach School District FY 2024-2025 Budget**
 - 6. Smokefree Air Ordinance – Alderman Frazer**
 - 7. Pickleball/Tennis Court Discussion**
 - 8. Anita Amos – Planning & Development Commission Suggestions**
- XII. DEPARTMENTAL BUSINESS**
 - 1. MAYOR'S OFFICE**
 - 2. PERSONNEL**
 - a. Fire Dept – Resignation (1); New Hire (1)**
 - b. Police Dept – Resignation (1); New Hire (2)**
 - 3. CITY CLERK**
 - a. Revenue/Expense Report – July 2024**
 - 4. FIRE DEPARTMENT**
 - 5. POLICE DEPARTMENT**
 - 6. ENGINEERING**
 - a. Project Closeout – N. Lang Pump Station Improvements**
 - 7. PUBLIC WORKS**
 - a. Authorize Advertisement for Annual Bids**
 - 8. RECREATION**
 - 9. BUILDING OFFICE**
 - 10. MUNICIPAL COURT**
 - 11. HARBOR**
 - 12. COMMUNITY AFFAIRS**
 - 13. DERELICT PROPERTIES**
 - a. 20112 Pineville Road; Alderman Brown**
- XIII. REPORT FROM CITY ATTORNEY**
- XIV. ADJOURN (OR) RECESS**

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in August, 2024, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

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Mayor and Board of Aldermen**

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

Absent the meeting was City Attorney Stephen B. Simpson, Esq.

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

Under Public Comments, Rose Pouriraji of 206 James Drive, Long Beach, commented on location of Pickleball Courts.

Mayor Bass recognized Mr. Gabriel Franco of Boy Scout Troup 321 who presented his Eagle Scout project of American Flag Retirement Boxes.

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

- August 6, 2024 Regular
- August 6, 2024 Executive Session
- August 13, 2024 Work Session

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated August 8, 2024, as submitted.

Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to approve payment of invoices listed on Docket of Claims number 082024.

Minutes of August 20, 2024 Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Johnson to approve the following Special Event Application submitted by First Methodist Church of Long Beach for 150th Year Celebration and after discussion, Alderman Frazer made substitute motion seconded by Alderman Brown and unanimously carried to approve aforementioned application contingent on Police Chief Seal and Fire Chief Skellie's review and approval:



SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: 8/2/24 Time: _____ By: CS

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

SUMMARY OF EVENT

Event Title: 150th Year Celebration

Please give a brief description of the proposed event:

- The methodist church will celebrate our 150 years of service.

Event Day Date (s): 11/10/24 Event Time (s): 8-2

Set-Up Date & Time: _____ Tear-Down Date & Time: _____

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

Event Location Description: War Memorial park

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

Organization Agent: _____

Church office
Phone: 228-863-9619 Home: _____ Mandy Long
Cell: 647-5034 During Event

Agent's Address: 208 Pine Street

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

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

How many years has this event occurred? none

2024/08/20 11:14 AM

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Mayor and Board of Aldermen

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

STREET CLOSURES: Start Date/Time: 8am Through Date/Time: 2pm

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

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

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

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

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

ATTENDANCE: What is expected (estimated) attendance for this event? 400

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? church trash cans

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

Adopted by MBUA 03/19/21

Minutes of August 20, 2024 Mayor and Board of Aldermen

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

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

Please block Church Ave. between the park and
church from 8-2. Will be having a lunch on the church grounds
and want children to be safe if they go to the park.

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

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

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

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

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

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

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

8/2/24
Date

Mandy Long
Signature of Sponsoring Organization's Agent

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

Adopted by MBOA 03/19/24

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Event Title: FMCLB 150th Year Celebration

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

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

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

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

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

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

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

Have businesses been notified for street closures?: YES NO

Reason for disapproval:

Any special requirements/conditions:

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

Adopted by MSCA 03/19/24

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/05/2024

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

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

PRODUCER American Church Group -MS/LA 737 Highway 51 Suite 1B Madison, MS. 39110	CONTACT NAME: PHONE (A/C, No, Ext): (888) 908-3862 FAX (A/C, No): (677) 314-5382 E-MAIL: service.ms@americanchurchgroup.com ADDRESS: INSURER(S) AFFORDING COVERAGE: NAIC # INSURER A: Brotherhood Mutual Insurance Company 13528 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED First Methodist Church Long Beach Inc PO Box 375 Long Beach, MS 39560	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INRD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	23M536005	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000.00 MED EXP (Any one person) \$ 10,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 3,000,000.00 PRODUCTS - COMP/OP AGG \$ 3,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

In accordance with the Additional Insureds provision endorsed to the policy in the Liability and Medical Coverage Form (BGL-11), The City of Long Beach is named as additional insured on policy #535005 in relation to the 150th anniversary celebration event at War Memorial Park being held on November 10th, 2024.

CERTIFICATE HOLDER City of Long Beach War Memorial Park Church Ave Long Beach, MS 39560	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**Minutes of August 20, 2024
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Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to approve the following Special Event Application submitted by Long Beach High School for Homecoming Parade & Pep Rally contingent upon Police Chief Seal and Fire Chief Skellie's review and approval:



SPECIAL EVENT APPLICATION

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

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

SUMMARY OF EVENT

Event Title: LBHS Homecoming Parade and pep rally

Please give a brief description of the proposed event:

Parade from LBHS stadium to The town green and a pep rally at the town green to follow.

Event Day Date (s): Sept 19, 2024 Event Time (s): 6-7 pm

Set-Up Date & Time: 5:00 pm 9/19/24 Tear-Down Date & Time: 7 pm 9/19/24

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

Event Location Description: Map of parade route attached

Sponsoring Organization's Legal Name: Long Beach High School

Organization Agent: Bayleigh Babin & Jonathan Hart

Phone: 228 863 6945 Home: _____ Cell: 228-380-1610 During Event

Agent's Address: 300 E. Old pass Rd. Long Beach, MS

Agent's E-mail Address: Bayleigh.Babin@LBSDK12.COM

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

How many years has this event occurred? decades

Adapted by MBGA 03/19/24

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

STREET CLOSURES: Start Date/Time: 6 pm 9/19/24 Through Date/Time: 7pm 9/19/24

RESERVED PARKING: Are you requesting reserved parking? YES **NO**

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

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

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

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

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

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

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

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

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

If yes, how many? _____

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

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

Adopted by MBOA 08/19/24

Minutes of August 20, 2024
Mayor and Board of Aldermen

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

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

LBPD assistance with street closures

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.

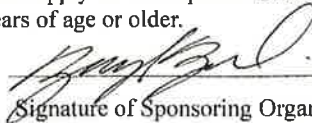
All food vendors must be approved by the Harrison County Health Department.

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.

_____ 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

Approved by MARGA 03/10/21

Minutes of August 20, 2024
Mayor and Board of Aldermen

Event Title: _____

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

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

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

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

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

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

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

Have businesses been notified for street closures?: YES NO

Reason for disapproval:

Any special requirements/conditions:

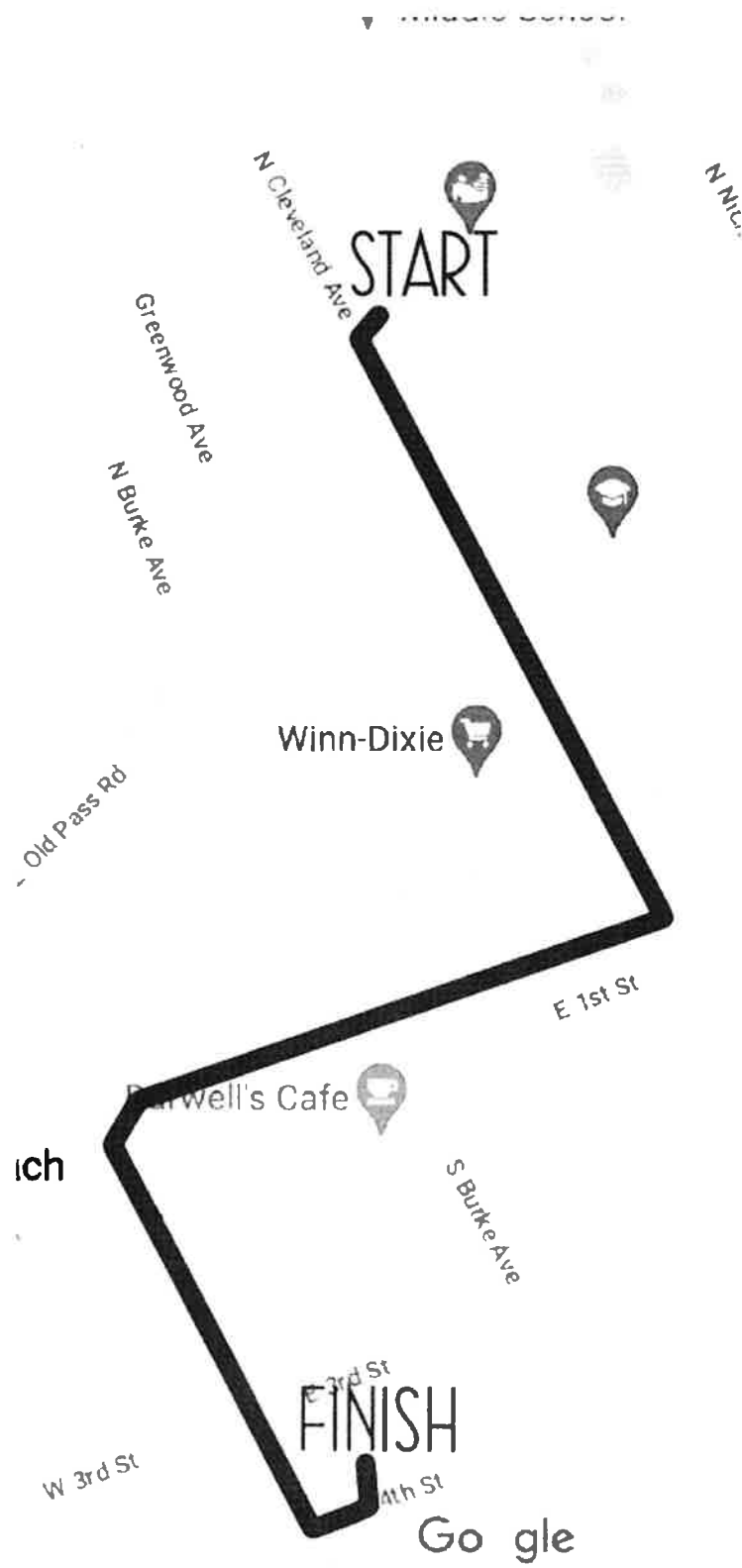
Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

Adopted by MBGA 03/19/24

Minutes of August 20, 2024
Mayor and Board of Aldermen



Minutes of August 20, 2024 Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/5/2024

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

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

PRODUCER Cadence Insurance, A Gallagher Company 2909 13th Street, 4th Floor Gulfport MS 39501 License#: PC-1092395 LONGBEA-08	CONTACT NAME: Cindy Teague PHONE (A/C, No, Ext): 228-863-5362 FAX (A/C, No): 228-863-1957 E-MAIL ADDRESS: Cindy_Teague@ajg.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Ascot Insurance Company</td> <td>23752</td> </tr> <tr> <td>INSURER B: Retailers Casualty Insurance Company</td> <td>10718</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ascot Insurance Company	23752	INSURER B: Retailers Casualty Insurance Company	10718	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B: Retailers Casualty Insurance Company	10718														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 442101016 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		TRPK-4001078-00	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TRPK-4001078-00	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	999-12705	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Long Beach Schools Homecoming Parade on Thursday, 9/19/2024.

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
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ACORD 25 (2016/03)

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Mayor and Board of Aldermen

September 19, 2024
Thursday
Homecoming Parade
& Pep Rally
Jeff Davis Ave
Town Green
6:00 pm - 7:00 pm

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

TOWN GREEN

Group / Individual Name (Permit tee):

LBTIS Student Council

Telephone Number: 228-380-1610

Street Address: 300 E. Old Pass Rd

City Long Beach State MS Zip 39560

Type of Event: pep rally after the homecoming parade on 9/19/24

Start Time: 6:30 pm

Closing Time: 7:00 pm

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

September 19, 2024
(Date)
Thursday

The person(s) requesting this permit

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

Signature *[Signature]* Date: 8/2/24

Rental Fee \$ _____ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

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STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I Bayleiah Babin, 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 11th day of August, 2024.

Authorized Signature [Signature]

Witness [Signature]

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LONG BEACH TOWN GREEN RULES AND REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

Initial BB

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FEES:

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

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

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

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

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

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

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

Initial BB

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Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Construction Engineering & Inspection Services Contract with Neel Schaffer, Inc. for Railroad Crossing Improvements, and authorize the Mayor to execute same upon concurrence from MS Department of Transportation (MDOT):

ESC
Rev 06/05/09 (Base)
Rev 03/18/24 (This form)

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

*City of Long Beach Railroad Crossing Grade Improvements
STP-0295-00(021)LPA / 108427-701000
Harrison County*

THIS CONTRACT, is made and entered into by and between the City of Long Beach, a body Politic of the State of Mississippi (the "LPA"), and, Neel-Schaffer, Inc. (the "CONSULTANT"), a *Corporation*, duly registered to do business in the State of Mississippi, whose address for mailing is 795 Howard Avenue, Biloxi, MS 39530, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction engineering services for *construction of City of Long Beach CSX Railroad Crossing Grade Improvements at White Harbor Road, South Lang Avenue, Island View Avenue, Trautman Avenue, Girard Avenue, Cleveland Avenue, Nicholson Avenue, Beach Park Drive, and Richards Avenue*, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform *Engineering* services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all *Engineering* services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

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Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction *Engineering* services of the CONSULTANT under this contract shall start no earlier than the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction *Engineering* services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or

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employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

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ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

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ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed

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above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

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Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

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If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of

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this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in **Harrison** County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Harrison**, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

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- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- II. **IMMIGRANT STATUS CERTIFICATION.** The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the

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performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT and/or the LPA'S intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT and/or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all

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documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:
Mayor George L. Bass
City of Long Beach
201 Jeff Davis Avenue
Long Beach, MS 39560
Phone: 228-863-1556
Fax: 228-865-0822
mayor@cityoflongbeachms.com

For Technical Matters:
Kini Gonsoulin
City of Long Beach
201 Jeff Davis Avenue
Long Beach, MS 39560
Phone: 228-863-1556
Fax: 228-865-0822
kini@cityoflongbeachms.com

CONSULTANT:

For Contractual Matters:
Steven A. Twedt, P.E.
Neel-Schaffer, Inc.
795 Howard Avenue
Biloxi, MS 39530
Phone: 228-374-1211
Fax: 228-374-1214
steve.twedt@neel-schaffer.com
 Licensure Number
 from the Mississippi
 Board of Licensure
 for Professional
 Engineers/Architects and Surveyors:

P.E. # 11221
 Surveyor #

For Technical Matters:
David Seyfarth, P.E.
Neel-Schaffer, Inc.
795 Howard Avenue
Biloxi, MS 39530
Phone: 228-374-1211
Fax: 228-374-1214
david.seyfarth@neel-schaffer.com
 Licensure Number
 from the Mississippi
 Board of Licensure
 for Professional
 Engineers/Architect's and Surveyors:

P.E. # 14457
 Surveyor # 2999

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ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable I.P.A Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

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

City of Long Beach

George L. Bass, Mayor

WITNESS this my signature in execution hereof, this the 12th day of August, 2024

Neel-Schaffer, Inc.

BY: *Steven A. Twedt, P.E.*
Steven A. Twedt, P.E.

ATTEST: *George L. Bass*
(for CONSULTANT)

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

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LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

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EXHIBIT 1

{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}

{{{Attach a copy of authority to execute contracts on behalf of the CONSULTANT here}}}

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NEEL-SCHAFFER, INC.

OPINION AND CERTIFICATE OF THE CORPORATE SECRETARY
OF NEEL-SCHAFFER, INC.
REGARDING CONTRACTING AUTHORITY

I, **Edward J. Everitt** do hereby declare and certify that I am duly elected, qualified and acting Corporate Secretary of Neel-Schaffer, Inc., (the "Company"), a corporation duly organized and validly existing under the laws of the State of Mississippi, and that in such capacity, I do hereby declare and certify the following:

In accordance with the authority granted by the Company's Board of Directors and governing documents (and associated approved delegations thereof), **Steven A. Twedt, PE** has the authority to and is empowered to act for and on behalf of the Company in executing in the name of the Company, any and all types of proposals, bids, contracts, agreements, documents and instruments of whatever nature or kind necessary up to the value of **\$1,000,000.00** to complete the contracting process relating to the **CSX Railroad Crossing Grade Improvements Project, Federal Aid Project No. STP-0295-00(021)LPA / 108427-701000, with the City of Long Beach, Mississippi.**

IN WITNESS WHEREOF, I have herewith signed my name and affixed the seal of Neel-Schaffer, Inc., on this 27th day of May, 2022.



By: Edward J. Everitt
Corporate Secretary

Corporate Seal:



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EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:

The **Engineering** administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction **Engineering** services shall consist of all **Engineering** work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

- A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project **Engineer** and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval. However, in the event that a signed letter is issued from the MDOT District Materials Engineer stating that MDOT will perform the listed sampling and/or testing services, the CONSULTANT shall not be required to perform those services listed in the letter.
- B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The **Engineer** daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

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C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project **Engineer** are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT ENGINEER.

The CONSULTANT shall furnish a resident Project **Engineer**, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project **Engineer** and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project **Engineer** are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project **Engineer's** dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project **Engineer** dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project **Engineer** shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project **Engineer**:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

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- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.
 - b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.
- D. Shop Drawings and Samples:
- a. Record the date of receipt of Shop Drawings and samples.
 - b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.
 - c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.
- E. Review of Work, Rejection of Defective Work, Inspections and Tests:
- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.
- F. Interpretation of Contract Documents:
Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.
- G. Modifications:
Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.
- H. Records:

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- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
- I. Reports:
- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
 - d. Report immediately to the LPA upon the occurrence of any accident.
- J. Payment Requests:
- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.
- K. Certificates, Maintenance and Operation Manuals:
- During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.
- L. Completion:
- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

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- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project *Engineer*:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

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EXHIBIT 3

FEES AND EXPENSES

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

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

Payroll Additive & Overhead:

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

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

Direct Costs:

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

Labor Hour / Unit-cost Rates:

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

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

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

Table 1: Rate Schedule for Labor Hours

PERSONNEL NAME	LABOR CLASSIFICATION	Loaded Rate
Steve Twedt, PE	Engineer Manager	304.16
David Seyfarth, PE	Project Engineer	191.45
	Engineer Intern	96.31
	Engineer Technician	132.05
	Inspector III	85.72
	Administrative Assistant	101.13

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

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

Fee and Expense Summary

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

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EXHIBIT 4

SAMPLE INVOICE [Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD _____, 20__ THROUGH _____, 20__
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED _____, 20__, AS RELATES TO
PROJECT NO. _____ IN _____ COUNTY, HIGHWAY _____.

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NO. 000-000000

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
* LABOR COSTS	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

- NOTE:
1. * ATTACH SUPPORTING DATA
 2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
 3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

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SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00

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EXHIBIT 5

**NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT
DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY**

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

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laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the IPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

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EXHIBIT 6

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
- (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

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I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 6th day of August, 2024

Neel-Schaffer, Inc.

BY: *Steven A. Twedt, P.E.*
Steven A. Twedt, P.E.

ATTEST: *[Signature]*

My Commission Expires:



Nancy Cain
Notary

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EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the ____ day of _____, 20__.

City of Long Beach

George L. Bass, Mayor

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EXHIBIT 8

{Intentionally Left Blank}

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EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

128686
EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: *Steven A. Twedt, P.E.* August 12, 2024
Authorized Officer or Agent Date

Steven A. Twedt, P.E. Area Manager
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 12th day of August, 2024.



Nancy Cain
NOTARY PUBLIC
My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify, operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security in conjunction with the Social Security Administration.

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{Insert the Cost Fee Schedule for CE and I Projects from the gomdot.com web site here}

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FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

**City of Long Beach CSX Railroad Crossing Grade
Improvements**

Prepared for:
Mississippi Department of Transportation

Project Number:
STP-0295-00(021)LPA/108427-701000
City of Long Beach, MS

Prepared by: **Neel-Schaffer, Inc.**

Date Submitted: **August 6, 2024**
Date Revised:

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Cost Summary

**City of Long Beach CSX Railroad Crossing Grade
Improvements**

CONSTRUCTION ENGINEERING & INSPECTION

Neel-Schaffer, Inc.

Labor Costs
CE&I Services \$ 168,276.52

Participating Drive Hours Cost
CE&I Services \$ 41,743.62

Direct Costs
CE&I Services \$ 6,902.34

Subtotal **Neel-Schaffer, Inc.** **\$ 216,922.48**

(name of SubConsultant)

Labor Costs
CE&I Services \$ -

Participating Drive Hours Cost
CE&I Services \$ -

Direct Costs
CE&I Services \$ -

Subtotal Cost **(name of SubConsultant)** **\$ -**

Burns, Cooley, Dennis, Inc.

Labor Costs
Testing Services \$ 16,672.16

Direct Costs
CE&I Services \$ 4,821.72

Subtotal Cost **Burns, Cooley, Dennis, Inc.** **\$ 21,493.88**

PROJECT TOTAL COSTS **\$ 238,416.36**

Back-up must be provided for all SubConsultants
If additional sheets are required, Consultant will be responsible for accuracy

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Cost Summary

**City of Long Beach CSX Railroad Crossing Grade
Improvements**

CONSTRUCTION ENGINEERING & INSPECTION

Neel-Schaffer, Inc.	
Labor Costs	
CE&I Services	\$ 168,276.52
Participating Drive Hours Cost	
CE&I Services	\$ 41,743.62
Direct Costs	
CE&I Services	\$ 6,902.34
Subtotal Neel-Schaffer, Inc.	\$ 216,922.48
(name of SubConsultant)	
Labor Costs	
CE&I Services	\$ -
Participating Drive Hours Cost	
CE&I Services	\$ -
Direct Costs	
CE&I Services	\$ -
Subtotal Cost (name of SubConsultant)	\$ -
Burns, Cooley, Dennis, Inc.	
Labor Costs	
Testing Services	\$ 16,672.16
Direct Costs	
CE&I Services	\$ 4,821.72
Subtotal Cost Burns, Cooley, Dennis, Inc.	\$ 21,493.88
PROJECT TOTAL COSTS	\$ 238,416.36

Back-up must be provided for all SubConsultants
If additional sheets are required, Consultant will be responsible for accuracy

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BILLING RATE TABLE

Neel-Schaffer, Inc.

CONSTRUCTION ENGINEERING & INSPECTION

Home Overhead Rate ²	148.35%	%
FCCM (Home)	0.48%	%
Field Overhead Rate ²	99.10%	%
FCCM (Field)	0.04%	%
Profit	12.00%	%

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Engineer Manager	\$ 101.12	\$ 150.01	\$ 0.49	\$ 30.14	\$ 281.75
Project Engineer	\$ 63.65	\$ 94.42	\$ 0.31	\$ 18.97	\$ 177.35
Engineer Intern	\$ 32.02	\$ 47.50	\$ 0.15	\$ 9.54	\$ 89.22
Engineer Technician	\$ 53.41	\$ 52.93	\$ 0.02	\$ 12.76	\$ 119.12
Inspector III	\$ 34.67	\$ 34.36	\$ 0.01	\$ 8.28	\$ 77.33
Administrative Assistant	\$ 33.62	\$ 49.88	\$ 0.16	\$ 10.02	\$ 93.68
<i>{additional classifications}</i>	\$ -	\$ -	\$ -	\$ -	\$ -

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Engineer Technician	\$ 53.41	\$ 52.93	\$ 0.02	\$ 12.76	\$ 145.83
Inspector III	\$ 34.67	\$ 34.36	\$ 0.01	\$ 8.28	\$ 94.66
<i>{additional classifications}</i>	\$ -	\$ -	\$ -	\$ -	\$ -

² Approved by MDOT

³ If needed, adjust formula to include appropriate overhead rate

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

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Risk Based Inspection (RBI) hours

Project Name

City of Long Beach CSX Railroad Crossing Grade Improvements

MDOT Project No.

STP-0295-00(021)LPA/108427-701000

Consulting Firm Name

Neel-Schaffer, Inc.

Construction Schedule Approval Date

Phase	Pay Item numbers	RISK Level (Low, Moderate, High)	Inspection Frequency (I, P, F)	Inspection Hours per Working Day	Phase Duration (Working Days)	Inspection Hours
Miscellaneous	201-202, 211-237,613,618-620, 699	High	I	1	130	130
Excavation and Drainage	203, 601-604	High	F	7	44	308
Base and Pavement	304-503	High	F	7	24	168
Pedestrian Facilities	608, 614	High	F	7	18	126
Traffic Safety	609, 630	High	F	7	15	105
Pavement Markings	626	High	I	1	4	4
Bridges/Retaining Walls						

Winter Months	Working Days Available	Maximum Additional Hours Considered per Working Day	Maximum Considered
December	5	1	5
January	6	1	6
February	7	1	7

Total Inspection Hours Allowed

859

NOTES:

Refer to "Risk Based Inspection and Material Testing Guide Local Public Agency Projects"

Pay Item numbers should be shown here and on Construction Schedule

Risk Level and Inspection Frequency to be established in consultation with MDOT LPA Division/Engineer

Inspection hours should show low end of range unless a valid reason is presented in writing below

Phase Duration is taken from the Construction Schedule

Winter Month hours may be used if Construction Schedule shows overlap of those months

Request for increase in hour range beyond the standard minimum:

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DIRECT COSTS **** Neel-Schaffer, Inc. CONSTRUCTION ENGINEERING & INSPECTION

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	(OTHER)	MONTH TOTAL
Engineer Manager			\$879.54			\$ 979.54
Project Engineer			\$1,480.70			\$ 1,480.70
Engineer Intern			\$1,480.70			\$ 1,480.70
Engineer Technician						\$ -
Inspector III			\$2,961.40			\$ 2,961.40
Administrative Assistant (additional classifications)						\$ -
TOTAL						\$ 6,902.34

**** Provide detail for breakdown of Direct Cost:

Area Manager:		1 trip per week for 43 weeks							
Lodging:				Nights	@	\$109.00	per night =	\$0.00	
Meals:				Days	@	\$46.00	per night =	\$0.00	
Mileage:	43	Trips	@	34	Miles/Trip	@	\$0.670	per mile =	\$979.54
Project Engineer:		1-2 trips per week for 43 weeks							
Lodging:				Nights	@	\$109.00	per night =	\$0.00	
Meals:				Days	@	\$46.00	per night =	\$0.00	
Mileage:	65	Trips	@	34	Miles/Trip	@	\$0.670	per mile =	\$1,480.70
Engineer Intern:		1-2 trips per week for 43 weeks							
Lodging:				Nights	@	\$109.00	per night =	\$0.00	
Meals:				Days	@	\$46.00	per night =	\$0.00	
Mileage:	65	Trips	@	34	Miles/Trip	@	\$0.670	per mile =	\$1,480.70
Inspector :		1 trip per working day							
Lodging:				Nights	@	\$109.00	per night =	\$0.00	
Meals:				Days	@	\$46.00	per night =	\$0.00	
Mileage:	130	Trips	@	34	Miles/Trip	@	\$0.670	per mile =	\$2,961.40

NOTE: Round Trip Average for project is 34 miles and 64 minutes

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ESTIMATED MAXIMUM FEE FOR TESTING SERVICES

Project Name	Long Beach Railroad Crossing Grade Improvements
MDOT Project No.	STP-0295-00(021)LPA / 108427-701000
Testing Firm Name	Burns Cooley Dennis, Inc.
MDOT District Material Engineer Approval Date for the SAT Report	4/3/2024

Home Overhead Rate ²	173.25%
FCCM (Home)	2.19%
Field Overhead Rate ²	173.25%
FCCM (Field)	2.19%
Profit	12.00%

Classification	Hours	Raw Wage Rate	Audited OH Rate	Profit	FCCM	Regular Billing Rate	Total
Project Manager	15	\$ 80.00	\$ 138.60	\$ 26.23	\$ 1.75	\$ 248.58	\$ 3,008.76
Project Engineer	2	\$ 70.00	\$ 121.28	\$ 22.95	\$ 1.83	\$ 215.76	\$ 431.52
Materials Engineer	16	\$ 50.00	\$ 86.63	\$ 16.40	\$ 1.10	\$ 164.12	\$ 2,466.84
Admin. Assistant	27	\$ 22.00	\$ 38.12	\$ 7.21	\$ 0.48	\$ 67.81	\$ 1,830.89
Field Technician	107	\$ 25.00	\$ 43.31	\$ 8.20	\$ 0.55	\$ 77.06	\$ 8,245.15

SUBTOTAL - LABOR COSTS **\$ 16,872.18**

LPA Project Sampling and Testing Requirements

Item Number and Item	Test	Frequency	Number of Test	Unl'l Cost	Total Cost
203-EX014 Borrow Excav					
211-B001 Topsoil for Slope Treatment	Alterberg Limits (T89 and T90)	High	5	\$ 75.00	\$ 375.00
304-G002 Crushed Stone					
203-EX014 Borrow Excav	Minus No 200 Wash (T11)	High	2	\$ 60.00	\$ 120.00
203-EX014 Borrow Excav	Standard Proctors (MT-8)	High	4	\$ 240.00	\$ 960.00
304-G002 Crushed Stone					
211-B001	pH	High	1	\$ 55.00	\$ 55.00
304-G002 Crushed Stone					
211B001 Topsoil for Slope Treatment	Gradation (T27)	High	4	\$ 175.00	\$ 700.00
305-B004 Size II Stabilizer Agg					
203-EX013 Borrow Excav.					
304-G002 Crushed Stone	Nuclear Density (T312)	High	45	\$ 25.00	\$ 1,125.00
Utility Pipes					
403-A003 ST 12 5mm					
403-A006 ST 19mm	Bulk Specific Gravity (T166)	High	16	\$ 40.00	\$ 640.00
403-A015 ST 9 5mm					
601-B001 Class "B" Minor Struct					
608-A001 Sidewalk w/o Reinforcement					
609-D002 Comb. C & G, Type 1 Mod.	Compressive Strength	High	12	\$ 25.00	\$ 300.00
614-A001 Conc. Driveway, w/ Reinf					
SUB-TOTAL - LPA Project Sampling and Testing Requirements					\$ 4,276.00

EXPENSE ITEMS	Quantity	Unit	Rate	Total Cost
Automobile Travel	816	Miles	\$ 0.67	\$ 546.72

SUB-TOTAL - EXPENSE ITEMS **\$ 546.72**

TOTAL PROPOSED FEE **\$ 21,493.88**

NOTES:

The above quantities are estimated using the 2020 LPA Project Sampling and Testing Requirements based on a High Risk and the approved Sampling and Testing Proposal. Multiple trips will likely be required to pickup soil and aggregate samples due to the contractor's operation and not all material being delivered to the site at one time. The breakdown below outlines the number for trips and hours per trip for each of the pay items that will require testing. Technician hours are based on 17 - 4 hour trips to the project site for earthwork and granular testing, 4 - 5 hour trips for concrete testing, 6 - 2 hour trips for asphalt testing, and 7 - 1 hour trips for sample pickup. One hour clerical per technician testing trip, 0.25 hours project manager per materials testing trip and 8 hours for meetings. 0.5 hours project engineer per concrete testing trip, 0.5 hours materials engineer per earthwork, granular, and asphalt testing trip and 4 hours for meetings. Mileage is based on 24 miles per trip.

The time shown for the Project Engineer and Admin. Assistant is for the preparation and review of reports. The Principal time shown is for overall review of testing work and reporting.

Senior Field Inspector Trip and Hourly Summary					
Description	Trips	Hours/Trip	Hours	Miles/ Trip	Miles
Item 203, 211, 304, 305	17	4	68	24	408
Items 601, 608, 609, 614	4	5	20	24	96
Item 403	6	2	12	24	144
Sample/Cylinder Pickup	7	1	7	24	168
Totals	34		107		816

* * * * *

**Minutes of August 20, 2024
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Banner Placement Request submitted by Carnival Association of Long Beach for Family Fest:



August 13, 2024

Dear Mr. Mayor and Board of Aldermen,

On behalf of the Carnival Association of Long Beach Team Stirrat-Brown, we would like to request to display 4-6 banners around the city from August 20th -September 7th. The banners will advertise a family event being held on Saturday, September 7th at the pavilion behind St. Thomas Church. I have attached a copy of the banner. We would like to thank the city for supporting CALB and the mission to give back to local non-profit organizations.

Thank you for your consideration.

Sincerely,
Ashleigh Seal
CALB Publicity Chairman

Carnival Association of Long Beach
Family Fest
Food, Duck Race, Cornhole Tournament
FREE Games for Kids
September 7th - 11:00am-4:00pm
720 E. Beach Blvd Long Beach

Minutes of August 20, 2024
Mayor and Board of Aldermen

Alderman Bennett recused himself from the meeting.

Alderman Frazer made motion seconded by Alderman McCaffrey and
unanimously carried to approve the following Long Beach School District Budget for
Fiscal Year 2024 – 2025:

RESOLUTION AND ORDER OF BOARD OF TRUSTEES OF THE
LONG BEACH SCHOOL DISTRICT REQUESTING AN AD VALOREM
TAX FOR THE SUPPORT OF THE SCHOOL DISTRICT

There came on for consideration at the June 25, 2024
regular meeting of the Board of Trustees of the Long Beach
School District, ("the School District") duly convened at
6:00 P.M. on June 25, 2024, all as is required by law, the
matter of a request for an ad valorem tax effort for the
support of the School District during the 2024-2025 fiscal
year, and on the Motion of Trustee Castiglia
for adoption of the following Resolution and Order, the
same was read as follows:

A RESOLUTION DECLARING THE NECESSITY OF
AN AD VALOREM TAX EFFORT IN THE AMOUNT
OF \$7,976,683.04 FOR THE SUPPORT OF THE
LOCAL SCHOOL DISTRICT MAINTENANCE
PROGRAM DURING THE FISCAL YEAR, AND
SUCH ADDITIONAL AD VALOREM TAX EFFORT
AS IS REQUIRED TO PROVIDE DEBT SERVICE
FOR THE SCHOOL DISTRICT FOR 2024-2025.

WHEREAS, after careful consideration and deliberation,
the Long Beach School District did, at a regular meeting on
June 25, 2024, find the necessity and need for, and did
duly adopt a budget for the 2024-2025 fiscal year which
required a local ad valorem tax effort of \$7,976,683.04 for
the support of the local school district maintenance
program; and

WHEREAS, such consideration and deliberation was
evident prior to, during, and after the duly advertised
budgetary public hearing held on June 11, 2024, and as

Minutes of August 20, 2024
Mayor and Board of Aldermen

mandated under Section 27-61-9 of the Mississippi Code of 1972, Annotated, as amended; and

WHEREAS, Section 37-57-107 of the Mississippi Code of 1972, Amended, excludes from the aforementioned percentage limitation taxes levied for payment of principal and interest on school indebtedness; and

WHEREAS, the District has heretofore issued certain notes as authorized under Miss. Code Ann. Section 37-59-101, et. seq. for the purpose authorized therein, and

NOW, THEREFORE, be it RESOLVED AND ORDERED that, pursuant to Sections 37-51-1, 37-57-105, 37-57-107, 27-39-333, and 37-59-107 of the Mississippi Code of 1972, Amended, the Mayor and Board of Aldermen of the City of Long Beach are hereby requested to levy an ad valorem tax effort (1) in the amount of \$7,976,683.04 (including ad valorem taxes and homestead exemption reimbursement) for the school district maintenance program during the 2024-2025 fiscal year, plus (2) an amount sufficient, as determined by the financial Officer of the City of Long Beach, to pay the principal of and interest on School District indebtedness as the same became due during the 2024-2025 fiscal year, as follows, to wit:

- (a) A regular Three Mill levy for repayment of notes issued by Long Beach School District pursuant to Miss. Code Ann. Section 37-59-101, et. seq., in

Minutes of August 20, 2024
Mayor and Board of Aldermen

BE IT FURTHER RESOLVED that the aforesaid amounts requested for operation and maintenance purposes and for principal and interest on bonds are to be the net amounts delivered to the District for the aforesaid purposes, after all delinquencies, deductions and costs of collections. As stipulated in Sections 37-57-1, 37-57-104 and 37-57-105 of the Mississippi Code of 1972, as amended, the levying authority shall levy an additional amount sufficient to cover anticipated delinquencies and costs of collection so that the net amount of money produced by the levy for school operation and maintenance purposes and for debt service maintenance and delivered to the District equals the amount requested by the District for such purposes. Any fee charged by the levying authority for collecting taxes on behalf of the District must be reasonable, comply with State law and be included in a separate levy by the levying authority for such purpose.

Minutes of August 20, 2024
Mayor and Board of Aldermen

the amount of \$300,000, as approved by the Board of Trustees of the Long Beach School District.

- (b) A special tax levy for repayment of General Obligation Bonds issued pursuant to Miss. Code Ann. Sections 37-59-1 et. seq. in the amount of \$1,000,000, as approved by the Board of Trustees of the Long Beach School District.

Trustee Rishel seconded the Motion, and upon the same being put to a roll call vote, the voting was as follows:

Trustee Frank Castiglia, Jr. voted aye
Trustee Gregory S Rishel voted aye
Trustee Sandi Dulaney voted aye
Trustee Timothy Pierce voted aye
Trustee Lisa Smith voted aye

The motion having received the affirmative vote of the Trustees, the present and voting President of the Board of Trustees of the Long Beach School District declared said motion carried and the foregoing Resolution and Order duly adopted on this the 25th day of June, 2024.

Timothy I Pierce
Timothy I Pierce, PRESIDENT
Board of Trustees of Long Beach School District

Talia S Lock
Talia S Lock, SUPERINTENDENT
Long Beach School District

Minutes of August 20, 2024 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combined Budget Report
For the year ending June 30, 2025

Original Date Approved: 06/25/2024
 Amended Date Approved:

	Governmental Fund Types			Proprietary Fund Types			Total
	General	Special Revenue	Capital Projects	Debt Service	Permanent Trust	Enterprise	
Revenues							
Local Sources	8,642,092.79	605,001.00	23,500.00	1,321,000.00	0.00	0.00	10,591,593.79
Intermediary Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State Sources	20,762,948.62	695,426.29	2,500,000.00	0.00	0.00	0.00	23,958,374.91
Federal Sources	465,000.00	5,189,295.82	0.00	0.00	0.00	0.00	5,654,295.82
Sixteenth Section Sources	40,000.00	0.00	0.00	0.00	0.00	0.00	40,000.00
Total Revenues	29,910,041.41	6,489,723.11	2,523,500.00	1,321,000.00	0.00	0.00	40,244,264.52
Expenditures							
Instruction	17,515,316.69	3,040,542.66	7,56,533.58	0.00	0.00	0.00	21,312,392.93
Support Services	11,145,597.32	2,691,950.68	29,510.30	0.00	0.00	0.00	13,871,088.30
Noninstructional Services	0.00	1,498,283.58	0.00	0.00	0.00	0.00	1,498,283.58
Sixteenth Section	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	1,618,500.00	4,793,542.74	0.00	0.00	0.00	6,412,042.74
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Principal	275,873.62	115,484.00	0.00	1,275,000.00	0.00	0.00	1,666,357.62
Interest	67,279.04	0.00	0.00	635,808.50	0.00	0.00	703,087.54
Other	0.00	0.00	0.00	2,600.00	0.00	0.00	2,600.00
Total Expenditures	29,008,066.67	8,964,790.92	5,579,566.62	1,913,408.50	0.00	0.00	45,465,852.71
Excess(Deficiency) of Revenues Over Expenditures	901,974.74	(2,475,067.81)	(3,056,066.62)	(592,408.50)	0.00	0.00	(5,221,568.19)

Minutes of August 20, 2024 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combined Budget Report
For the year ending June 30, 2025

Original X Date Approved: 06/25/2024
Amended _ Date Approved

	Governmental Fund Types			Capital Projects	Debt Service	Proprietary Fund Types			Total
	General	Special Revenue	Permanent Trust			Enterprise	Internal Service		
Other Financing Sources (Uses)									
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs	148,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	148,000.00
Other Transfers In	3,770,831.16	917,473.31	500,000.00	0.00	75,000.00	0.00	0.00	0.00	5,263,404.47
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	148,000.00	0.00	0.00	0.00	0.00	0.00	0.00	148,000.00
Other Transfers Out	5,260,404.47	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	5,263,404.47
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources (Uses)	(1,341,473.31)	766,473.31	500,000.00	0.00	75,000.00	0.00	0.00	0.00	0.00
Net Change in Fund Balances	(439,488.57)	(1,708,594.50)	(2,556,086.62)	(517,408.50)	0.00	0.00	0.00	0.00	(5,221,588.19)

Minutes of August 20, 2024 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combined Budget Report
For the year ending June 30, 2025

	Governmental Fund Types			Proprietary Fund Types			Total	
	General	Special Revenue	Capital Projects	Debt Service	Enterprise			Internal Service
					Permanent Trust	Enterprise		
Fund Balances / Retained Earnings								
July 1, 2024	9,329,684.06	2,942,975.94	3,062,066.62	833,066.47	0.00	0.00	16,267,843.09	
Prior Period Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
July 1, 2024 as restated	9,329,684.06	2,942,975.94	3,062,066.62	833,066.47	0.00	0.00	16,267,843.09	
Increase (Decrease) in Reserve for Inventory	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Residual equity transfer In(Out)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
June 30, 2025	8,890,185.49	1,234,381.44	506,000.00	415,687.97	0.00	0.00	11,046,254.90	

Original X Date Approved 06/25/2024
 Amended _ Date Approved:

The above Original Combined Budget Report has been approved by the school board as noted in our board minutes dated: 06/25/2024.

Board President:  (signature) Date: 6/25/24
 Timothy J. Pierce (printed name)

Board Secretary:  (signature) Date: 6/25/24
 Scott Rishel (printed name)

Minutes of August 20, 2024 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2025

General Fund Type	Original Amended	X Date Approved: Date Approved:	06/25/2024	Page 1
1120-DISTRICT MAINTENANCE FUND	1140-ALTERNATIVE SCHOOL FUND	1145-AT RISK FUND	1151-CENTRAL OFFICE ACTIVITY FUND	FUND
Revenues				
Local Sources	8,507,592.79	0.00	0.00	12,000.00
Intermediate Sources	0.00	0.00	0.00	0.00
State Sources	20,762,948.62	0.00	0.00	0.00
Federal Sources	465,000.00	0.00	0.00	0.00
Sixteenth Section Sources	0.00	0.00	0.00	0.00
Total Revenues	29,735,541.41	0.00	0.00	12,000.00
Expenditures				
Instruction	14,224,350.50	161,476.31	0.00	79,331.39
Support Services	10,055,653.78	82,828.42	477,325.20	0.00
Noninstructional Services	0.00	0.00	0.00	0.00
Sixteenth Section	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00	0.00	0.00
Debt Service	0.00	0.00	0.00	0.00
Principal	275,873.62	0.00	0.00	0.00
Interest	67,279.04	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00
Total Expenditures	24,623,136.94	244,304.73	477,325.20	79,331.39
Excess(Deficiency) of Revenues Over Expenditures	5,112,404.47	(244,304.73)	(477,325.20)	(67,331.39)

Minutes of August 20, 2024 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2025

General Fund Type	1120-DISTRICT MAINTENANCE FUND	1130-SPECIAL EDUCATION FUND	1140-ALTERNATIVE SCHOOL FUND	1145-AT RISK FUND	1151-CENTRAL OFFICE ACTIVITY FUND	Page 2
Other Financing Sources(Uses)						
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs	148,000.00	0.00	0.00	0.00	0.00	0.00
Other Transfers In	0.00	3,049,301.23	244,304.73	477,325.20	0.00	0.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00
Other Transfers Out	5,260,404.47	0.00	0.00	0.00	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	(5,112,404.47)	3,049,301.23	244,304.73	477,325.20	0.00	0.00
Net Change in Fund Balances	0.00	0.00	0.00	0.00	(67,331.39)	0.00
Fund Balances / Retained Earnings						
July 1, 2024	8,225,000.00	0.00	0.00	0.00	67,331.39	0.00
Prior period adjustments	0.00	0.00	0.00	0.00	0.00	0.00
July 1, 2024 as restated	8,225,000.00	0.00	0.00	0.00	67,331.39	0.00
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00	0.00
June 30, 2025	8,225,000.00	0.00	0.00	0.00	0.00	0.00

Minutes of August 20, 2024 Mayor and Board of Aldermen

**LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2025**

General Fund Type	Original		Amended		Date Approved		Date Approved		Page 3	
	X		X		08/25/2024				1155-HIGH SCHOOL ACTIVITY FUND	1155-HIGH SCHOOL ACTIVITY FUND
Revenues										
Local Sources		0.00		0.00		0.00		0.00		4,000.00
Intermediate Sources		0.00		0.00		0.00		0.00		0.00
State Sources		0.00		0.00		0.00		0.00		0.00
Federal Sources		0.00		0.00		0.00		0.00		0.00
Sixteenth Section Sources		0.00		0.00		0.00		0.00		0.00
Total Revenues		0.00		0.00		0.00		0.00		4,000.00
Expenditures										
Instruction		46,428.67		14,041.88		15,055.60		45,791.87		241,375.90
Support Services		0.00		0.00		0.00		0.00		0.00
Noninstructional Services		0.00		0.00		0.00		0.00		0.00
Sixteenth Section		0.00		0.00		0.00		0.00		0.00
Facilities Acquisition and Construction		0.00		0.00		0.00		0.00		0.00
Debt Service		0.00		0.00		0.00		0.00		0.00
Principal		0.00		0.00		0.00		0.00		0.00
Interest		0.00		0.00		0.00		0.00		0.00
Other		0.00		0.00		0.00		0.00		0.00
Total Expenditures		46,428.67		14,041.88		15,055.60		45,791.87		241,375.90
Excess(Deficiency) of Revenues Over Expenditures		(46,428.67)		(14,041.88)		(15,055.60)		(45,791.87)		(237,375.90)

Minutes of August 20, 2024 Mayor and Board of Aldermen

**LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2025**

Original X Date Approved: 08/25/2024
Amended - Date Approved: _____

General Fund Type	1152-HARPER MCCALLUM ACTIVITY FUND	1153-REEVES ACTIVITY FUND	1154-QUARLES ACTIVITY FUND	1155-MIDDLE SCHOOL ACTIVITY FUND	1156-HIGH SCHOOL ACTIVITY FUND	Page 4
Other Financing Sources(Uses)	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00
Other Transfers In	0.00	0.00	0.00	0.00	0.00	0.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00
Other Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	0.00	0.00	0.00	0.00	0.00	0.00
Net Change in Fund Balances	(46,428.67)	(14,041.88)	(15,055.60)	(45,791.87)	(237,375.90)	(237,375.90)
Fund Balances / Retained Earnings						
July 1, 2024	46,428.67	14,041.88	15,055.60	45,791.87	237,375.90	237,375.90
Prior period adjustments	0.00	0.00	0.00	0.00	0.00	0.00
July 1, 2024 as restated	46,428.67	14,041.88	15,055.60	45,791.87	237,375.90	237,375.90
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00	0.00
June 30, 2025	0.00	0.00	0.00	0.00	0.00	0.00

Minutes of August 20, 2024 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2025

General Fund Type	1157-SCHOOL ATHLETIC FUND	1158-ALTERNATIVE ACTIVITY FUND	1160-QUARLES FBIS FUND	1161-REEVES FBIS	1840-6TH SECTION INTEREST FUND	Page 5
Revenues						
Local Sources	118,500.00	0.00	0.00	0.00	0.00	0.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00	0.00
State Sources	0.00	0.00	0.00	0.00	0.00	0.00
Federal Sources	0.00	0.00	0.00	0.00	0.00	0.00
Sixteenth Section Sources	0.00	0.00	0.00	0.00	40,000.00	40,000.00
Total Revenues	118,500.00	0.00	0.00	0.00	0.00	40,000.00
Expenditures						
Instruction	146,101.00	8.94	1,358.15	14,106.17	0.00	0.00
Support Services	10,398.00	0.00	0.00	0.00	0.00	0.00
Noninstructional Services	0.00	0.00	0.00	0.00	0.00	0.00
Sixteenth Section	0.00	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00	0.00	0.00	0.00	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00
Principal	0.00	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	156,500.00	8.94	1,358.15	14,106.17	0.00	0.00
Excess(Deficiency) of Revenues Over Expenditures	(38,000.00)	(8.94)	(1,358.15)	(14,106.17)	40,000.00	0.00

Minutes of August 20, 2024 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2025

Original X Date Approved 06/25/2024
Amended _ Date Approved:

General Fund Type	1152-SCHOOL ATHLETIC FUND	1158-ALTERNATIVE ACTIVITY FUND	1160-CHARLES PBS FUND	1161-REEVES PBS	1840-18TH SECTION INTEREST FUND	Page 6
Other Financing Sources(Uses)						
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00
Other Transfers In	0.00	0.00	0.00	0.00	0.00	0.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00
Other Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	0.00	0.00	0.00	0.00	0.00	0.00
Net Change in Fund Balances	(38,000.00)	(8.94)	(1,358.15)	(14,106.17)	40,000.00	
Fund Balances / Retained Earnings						
July 1, 2024	38,000.00	8.94	1,358.15	14,106.17	625,185.49	
Prior period adjustments	0.00	0.00	0.00	0.00	0.00	
July 1, 2024 as restated	38,000.00	8.94	1,358.15	14,106.17	625,185.49	
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00	
June 30, 2025	0.00	0.00	0.00	0.00	665,185.49	

Minutes of August 20, 2024 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2025

Original Date Approved: 06/25/2024
 Amended Date Approved:

General Fund Type	1862-PYZEEFLP Non-Cap	1955-PAYROLL CLEARING FUND	1954-ACCOUNTS PAYABLE CLEARING	Combining Totals
Revenues				
Local Sources	0.00	0.00	0.00	8,642,092.79
Intermediate Sources	0.00	0.00	0.00	0.00
State Sources	0.00	0.00	0.00	20,762,848.62
Federal Sources	0.00	0.00	0.00	465,000.00
Sixteenth Section Sources	0.00	0.00	0.00	40,000.00
Total Revenues	0.00	0.00	0.00	29,910,041.41
Expenditures				
Instruction	0.00	0.00	0.00	17,515,316.69
Support Services	0.00	0.00	0.00	11,149,597.32
Noninstructional Services	0.00	0.00	0.00	0.00
Sixteenth Section	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00	0.00	0.00
Debt Service	0.00	0.00	0.00	0.00
Principal	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	275,873.62
Other	0.00	0.00	0.00	67,279.04
Total Expenditures	0.00	0.00	0.00	29,008,086.67
Excess(Deficiency) of Revenues Over Expenditures	0.00	0.00	0.00	901,974.74

Minutes of August 20, 2024 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2025

General Fund Type	1882-FY23EPRNF-Non-Cap	1993-PAVROLL-CLEARING FUND	1994-ACCOUNTS PAYABLE CLEARING	Date Approved:	Date Approved:	Combining Totals
Other Financing Sources(Uses)	0.00	0.00	0.00	Original	X	0.00
Proceeds of General Obligation Bonds	0.00	0.00	0.00	Amended	-	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00			0.00
Proceeds of Loan(s)	0.00	0.00	0.00			0.00
Inception of Capital Lease(s)	0.00	0.00	0.00			0.00
Insurance Loss Recoveries	0.00	0.00	0.00			0.00
Sale of Transportation Equipment	0.00	0.00	0.00			0.00
Sale of Other Property	0.00	0.00	0.00			0.00
Indirect Costs	0.00	0.00	0.00			0.00
Other Transfers In	0.00	0.00	0.00			148,000.00
Payments to Escrow Agent	0.00	0.00	0.00			3,770,931.16
Miscellaneous Other Financing Sources	0.00	0.00	0.00			0.00
Indirect Costs Transfers Out	0.00	0.00	0.00			0.00
Other Transfers Out	0.00	0.00	0.00			0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00			5,260,404.47
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00			0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00			0.00
Premium on Debt Issuance	0.00	0.00	0.00			0.00
Total Other Financing Sources(Uses)	0.00	0.00	0.00			(1,341,473.31)
Net Change in Fund Balances	0.00	0.00	0.00			(439,498.57)
Fund Balances / Retained Earnings						
July 1, 2024	0.00	0.00	0.00			9,329,684.06
Prior period adjustments	0.00	0.00	0.00			0.00
July 1, 2024 as restated	0.00	0.00	0.00			9,329,684.06
Increase/(Decrease) in reserve for inventory	0.00	0.00	0.00			0.00
June 30, 2025	0.00	0.00	0.00			8,890,185.49

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LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2025

Special Revenue Fund Type	2190-EXTENDED SCHOOL YEAR	2110-FOOD SERVICE 10.559	2111-DACFP 10.566	2134-SUMMER FEEDING 2024	2135-SUMMER FEEDING 2025
Revenues					
Local Sources	0.00	406,101.00	0.00	0.00	0.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00
State Sources	25,771.16	10,000.00	0.00	0.00	0.00
Federal Sources	0.00	1,286,500.00	10,000.00	11,000.00	11,000.00
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00
Total Revenues	25,771.16	1,702,601.00	10,000.00	11,000.00	11,000.00
Expenditures					
Instruction	23,054.16	0.00	0.00	0.00	0.00
Support Services	2,707.00	153,100.00	0.00	0.00	0.00
Noninstructional Services	0.00	1,454,500.42	10,793.73	8,000.00	8,000.00
Sixteenth Section	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00	0.00	0.00	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00
Principal	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00
Total Expenditures	25,771.16	1,607,600.42	10,793.73	8,000.00	8,000.00
Excess(Deficiency) of Revenues Over Expenditures	0.00	95,000.58	(793.73)	3,000.00	3,000.00

Minutes of August 20, 2024 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2025

Original X Date Approved 06/25/2024
Amended _ Date Approved: _____

Special Revenue Fund Type	2000-EXTENDED SCHOOL YEAR	2110-FOOD SERVICE 10 559	211-CACFP 10 558	21-34-SUMMER FEEDING 2024	21-35-SUMMER FEEDING 2025
Other Financing Sources(Uses)	0.00	0.00	0.00	0.00	0.00
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00
Other Transfers In	0.00	3,000.00	0.00	0.00	0.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00	0.00
Other Transfers Out	0.00	125,000.00	0.00	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	1,500.00	1,500.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	1,500.00	1,500.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	0.00	(122,000.00)	0.00	(3,000.00)	(3,000.00)
Net Change in Fund Balances	0.00	(26,999.42)	(793.73)	0.00	0.00
Fund Balances / Retained Earnings					
July 1, 2024	0.00	1,004,826.27	793.73	0.00	0.00
Prior period adjustments	0.00	0.00	0.00	0.00	0.00
July 1, 2024 as restated	0.00	1,004,826.27	793.73	0.00	0.00
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00
June 30, 2025	0.00	977,826.85	0.00	0.00	0.00

Minutes of August 20, 2024 Mayor and Board of Aldermen

**LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2025**

Special Revenue Fund Type	2211-TITLE 1 - 84.010	2413-EEF BUILDINGS AND RUISES	2511-TITLE 1 - 84.367	2578-FEMANEMA GRANTS	2598-ARF ESSERF III 84.425U.9.30.23	Page 11
	Original	Amended	X	Date Approved:	Date Approved:	
			_	06/25/2024	_	
Revenues						
Local Sources	0.00	0.00		0.00	0.00	0.00
Intermediate Sources	0.00	0.00		0.00	0.00	0.00
Slate Sources	0.00	115,484.00		0.00	0.00	0.00
Federal Sources	1,099,076.02	0.00		119,146.50	0.00	460,143.73
Sixteenth Section Sources	0.00	0.00		0.00	0.00	0.00
Total Revenues	1,099,076.02	115,484.00		119,146.50	0.00	460,143.73
Expenditures						
Instruction	665,472.48	0.00		0.00	0.00	278,396.43
Support Services	417,114.11	0.00		119,146.50	94,749.52	181,747.30
Noninstructional Services	16,489.43	0.00		0.00	0.00	0.00
Sixteenth Section	0.00	0.00		0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00		0.00	0.00	0.00
Debt Service	0.00	0.00		0.00	0.00	0.00
Principal	0.00	0.00		0.00	0.00	0.00
Interest	0.00	115,484.00		0.00	0.00	0.00
Other	0.00	0.00		0.00	0.00	0.00
Total Expenditures	1,099,076.02	115,484.00		119,146.50	94,749.52	460,143.73
Excess(Deficiency) of Revenues Over Expenditures	0.00	0.00		0.00	(94,749.52)	0.00

Minutes of August 20, 2024 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2025

Original X Date Approved: 06/25/2024
Amended _ Date Approved:

	2211-TITLE I - 84-010	2410-EEF BUILDINGS AND BUSES	2511-TITLE II - 84-387	2579-FEMAMISMA GRANTS	2598-WRP ESSERF III 84-425U 8-30 23
Special Revenue Fund Type					
Other Financing Sources(Uses)					
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Loans(s)	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00
Other Transfers In	0.00	0.00	0.00	0.00	0.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00	0.00
Other Transfers Out	0.00	0.00	0.00	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	0.00	0.00	0.00	0.00	0.00
Net Change in Fund Balances	0.00	0.00	0.00	(94,749.52)	0.00
Fund Balances / Retained Earnings					
July 1, 2024	0.00	3,104.42	0.00	94,749.52	0.00
Prior period adjustments	0.00	0.00	0.00	0.00	0.00
July 1, 2024 as restated	0.00	3,104.42	0.00	94,749.52	0.00
Increase/(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00
June 30, 2025	0.00	3,104.42	0.00	0.00	0.00

Minutes of August 20, 2024 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2025

Special Revenue Fund Type

	2610-DEA PART B - 84 027	2620-PRESCHOOL - 84 173	2711-VOCATIONAL - 84 048	2712-Cent Perkins	Page 13 2811-TITLE IV - 84 424
Revenues					
Local Sources	0.00	0.00	0.00	0.00	0.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00
State Sources	0.00	0.00	321,671.13	0.00	0.00
Federal Sources	1,045,891.32	24,537.49	0.00	37,352.87	37,875.51
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00
Total Revenues	1,045,891.32	24,537.49	321,671.13	37,352.87	37,875.51
Expenditures					
Instruction	586,284.31	1,839.83	752,037.95	37,352.87	34,275.51
Support Services	427,607.01	22,697.66	400,710.77	0.00	3,600.00
Noninstructional Services	0.00	0.00	0.00	0.00	0.00
Sixteenth Section	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00	0.00	0.00	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00
Principal	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00
Total Expenditures	1,025,891.32	24,537.49	1,152,748.72	37,352.87	37,875.51
Excess(Deficiency) of Revenues Over Expenditures	20,000.00	0.00	(831,077.59)	0.00	0.00

Minutes of August 20, 2024 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2025

Original X Date Approved: 06/25/2024
Amended _ Date Approved: _____

Special Revenue Fund Type	2810-JOB PART B - 84 027	2620-PRESCHOOL - 84 173	2711-VOCATIONAL 84 048	2712-Cert Perkins	Page 14 2811-TITLE IV - 84 424
Other Financing Sources(Uses)					
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00
Other Transfers In	0.00	0.00	831,077.59	0.00	0.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00	0.00
Other Transfers Out	20,000.00	0.00	0.00	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	(20,000.00)	0.00	831,077.59	0.00	0.00
Net Change in Fund Balances	0.00	0.00	0.00	0.00	0.00
Fund Balances / Retained Earnings					
July 1, 2024	0.00	0.00	0.00	0.00	0.00
Prior period adjustments	0.00	0.00	0.00	0.00	0.00
July 1, 2024 as restated	0.00	0.00	0.00	0.00	0.00
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00
June 30, 2025	0.00	0.00	0.00	0.00	0.00

Minutes of August 20, 2024 Mayor and Board of Aldermen

**LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2025**

Special Revenue Fund Type

	2812-21st Century	2813-TITLE IV BSCA BA 42RF	2520-UNEMPLOYMENT COMP FUND	2906-EDUCABLE CHILD	29-DARE-K COLLABORATIVE
Revenues					
Local Sources	0.00	0.00	2,500.00	0.00	0.00
Intermediate Sources	0.00	0.00	0.00	0.00	0.00
State Sources	0.00	0.00	0.00	30,000.00	192,500.00
Federal Sources	329,000.72	136,414.00	0.00	0.00	0.00
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00
Total Revenues	329,000.72	136,414.00	2,500.00	30,000.00	192,500.00
Expenditures					
Instruction	270,058.87	0.00	5,000.00	30,000.00	192,500.00
Support Services	58,942.05	136,414.00	3,000.00	0.00	0.00
Noninstructional Services	0.00	0.00	500.00	0.00	0.00
Sixteenth Section	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00	0.00	0.00	0.00
Debt Service	0.00	0.00	0.00	0.00	0.00
Principal	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00
Total Expenditures	329,000.72	136,414.00	8,500.00	30,000.00	192,500.00
Excess(Deficiency) of Revenues Over Expenditures	0.00	0.00	(6,000.00)	0.00	0.00

Minutes of August 20, 2024 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2025

Original X Date Approved: 06/25/2024
Amended _ Date Approved: _____

Special Revenue Fund Type	2812-21st Century	2813-TITLE IV BSCA 84.424F	2820-UNEMPLOYMENT COMP FUND	2906-EDUCABLE CHILD	2910-PRE-K COLLABORATIVE
Other Financing Sources(Uses)	0.00	0.00	0.00	0.00	0.00
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00
Proceeds of Loans(s)	0.00	0.00	0.00	0.00	0.00
Inception of Capital Leases(s)	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00
Other Transfers In	0.00	0.00	0.00	0.00	0.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00	0.00
Other Transfers Out	0.00	0.00	0.00	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	0.00	0.00	0.00	0.00	0.00
Net Change in Fund Balances	0.00	0.00	(6,000.00)	0.00	0.00
Fund Balances / Retained Earnings					
July 1, 2024	0.00	0.00	71,136.10	0.00	0.00
Prior period adjustments	0.00	0.00	0.00	0.00	0.00
July 1, 2024 as restated	0.00	0.00	71,136.10	0.00	0.00
Increase(Decrease) in reserve for inventory	0.00	0.00	0.00	0.00	0.00
June 30, 2025	0.00	0.00	65,136.10	0.00	0.00

Minutes of August 20, 2024 Mayor and Board of Aldermen

**LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2025**

Special Revenue Fund Type	2911-PreK Tax Credit	2940-SAVE 16 839	Original Amended X Date Approved Date Approved	2981-Pre K Tuition	Page 17 Combining Totals
Revenues					
Local Sources	13,800.00	0.00		134,600.00	605,001.00
Intermediate Sources	0.00	0.00	48,000.00	0.00	0.00
State Sources	0.00	0.00	0.00	0.00	695,428.29
Federal Sources	0.00	581,357.66	0.00	0.00	5,189,295.82
Sixteenth Section Sources	0.00	0.00	0.00	0.00	0.00
Total Revenues	13,800.00	581,357.66	48,000.00	134,600.00	6,489,723.11
Expenditures					
Instruction	39,296.51	0.00	0.00	112,963.94	3,040,542.66
Support Services	0.00	581,357.66	67,451.04	21,636.06	2,691,980.68
Noninstructional Services	0.00	0.00	0.00	0.00	1,498,263.59
Sixteenth Section	0.00	0.00	0.00	0.00	0.00
Facilities Acquisition and Construction	0.00	0.00	1,618,500.00	0.00	1,618,500.00
Debt Service	0.00	0.00	0.00	0.00	0.00
Principal	0.00	0.00	0.00	0.00	0.00
Interest	0.00	0.00	0.00	0.00	115,484.00
Other	0.00	0.00	0.00	0.00	0.00
Total Expenditures	39,296.51	581,357.66	1,685,951.04	134,600.00	8,964,790.92
Excess(Deficiency) of Revenues Over Expenditures	(25,496.51)	0.00	(1,637,951.04)	0.00	(2,475,067.81)

Minutes of August 20, 2024 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2025

Special Revenue Fund Type	Original Amended	X -	Date Approved Date Approved	06/25/2024	Page 18 Combining Totals
Other Financing Sources(Uses)					
Proceeds of General Obligation Bonds	0.00				0.00
Proceeds of Refunding Bonds	0.00				0.00
Proceeds of Loan(s)	0.00				0.00
Inception of Capital Leases(s)	0.00				0.00
Insurance Loss Recoveries	0.00				0.00
Sale of Transportation Equipment	0.00				0.00
Sale of Other Property	0.00				0.00
Indirect Costs	0.00				0.00
Other Transfers In	0.00				0.00
Payments to Escrow Agent	0.00				0.00
Miscellaneous Other Financing Sources	0.00				0.00
Indirect Costs Transfers Out	0.00				0.00
Other Transfers Out	0.00				0.00
Payment to Refunded Bond Escrow Agent	0.00				0.00
Payment to Qualified Zone Academy Debl Escrow Agent	0.00				0.00
Miscellaneous Other Financing Uses	0.00				0.00
Premium on Debt Issuance	0.00				0.00
Total Other Financing Sources(Uses)	0.00				0.00
Net Change in Fund Balances	(25,496.51)				(1,708,594.50)
Fund Balances / Retained Earnings					
July 1, 2024	25,496.51				2,942,975.94
Prior period adjustments	0.00				0.00
July 1, 2024 as restated	25,496.51				2,942,975.94
Increase(Decrease) in reserve for inventory	0.00				0.00
June 30, 2025	0.00				1,234,381.44

Minutes of August 20, 2024 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2025

Capital Project Fund Type

	Original Amended	X Date Approved: Date Approved:	06/25/2024	3039-CTE Center S63011	Page 19 3039-CTE HB903
Revenues					
Local Sources	6,000.00			8,000.00	9,000.00
Intermediate Sources	0.00			0.00	0.00
State Sources	0.00			0.00	0.00
Federal Sources	0.00			0.00	0.00
Sixteenth Section Sources	0.00			0.00	0.00
Total Revenues	6,000.00			8,000.00	9,000.00
Expenditures					
Instruction	0.00			5,772.86	750,760.72
Support Services	0.00			19,510.30	0.00
Noninstructional Services	0.00			0.00	0.00
Sixteenth Section	0.00			0.00	0.00
Facilities Acquisition and Construction	650,239.84			1,170,799.90	0.00
Debt Service	0.00			0.00	0.00
Principal	0.00			0.00	0.00
Interest	0.00			0.00	0.00
Other	0.00			0.00	0.00
Total Expenditures	650,239.84			1,180,799.90	750,760.72
Excess(Deficiency) of Revenues Over Expenditures	(644,239.84)			(1,172,799.90)	(741,760.72)

3039-FUTURE RENOVATIONS & CONSTRUCT

3052-CTE Center (GRFG)

3037-LUMPKIN UPGRADES HB1353

3039-CTE Center S63011

Minutes of August 20, 2024 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2025

Capital Project Fund Type	3037-LUMPKIN UPGRADES HB1353	3038-CTE Center SB0011	3039-CTE Center (RRFG)	3039-FUTURE RENOVATIONS & CONSTRUCT	3039-CTE Center (RRFG)	3039-CTE HB603
Other Financing Sources(Uses)						
Proceeds of General Obligation Bonds	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00	0.00	0.00	0.00	0.00
Proceeds of Loan(s)	0.00	0.00	0.00	0.00	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00	0.00	0.00	0.00	0.00
Insurance Loss Recoveries	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Transportation Equipment	0.00	0.00	0.00	0.00	0.00	0.00
Sale of Other Property	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00
Other Transfers In	500,000.00	0.00	0.00	500,000.00	0.00	0.00
Payments to Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00
Other Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00	0.00	0.00	0.00	0.00
Premium on Debt Issuance	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources(Uses)	500,000.00	0.00	0.00	500,000.00	0.00	0.00
Net Change in Fund Balances	(144,239.84)	(24,783.16)	0.00	(144,239.84)	(1,172,799.90)	(741,760.72)
Fund Balances / Retained Earnings						
July 1, 2024				650,239.84	1,172,799.90	741,760.72
Prior period adjustments				0.00	0.00	0.00
July 1, 2024 as restated				650,239.84	1,172,799.90	741,760.72
Increase(Decrease) in reserve for inventory				0.00	0.00	0.00
June 30, 2025				506,000.00	0.00	0.00

Page 20
3039-CTE HB603

Original X Date Approved: 06/25/2024
Amended _ Date Approved:

Minutes of August 20, 2024 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2025

Original X Date Approved: 08/25/2024
 Amended - Date Approved:

Capital Project Fund Type	5462-FY23 EPRLF Capital	Combining Totals
Revenues		
Local Sources	0.00	23,500.00
Intermediate Sources	0.00	0.00
State Sources	0.00	2,500,000.00
Federal Sources	0.00	0.00
Sixteenth Section Sources	0.00	0.00
Total Revenues	0.00	2,523,500.00
Expenditures		
Instruction	0.00	756,533.58
Support Services	0.00	29,510.30
Noninstructional Services	0.00	0.00
Sixteenth Section	0.00	0.00
Facilities Acquisition and Construction	472,503.00	4,793,542.74
Debt Service	0.00	0.00
Principal	0.00	0.00
Interest	0.00	0.00
Other	0.00	0.00
Total Expenditures	472,503.00	5,579,586.62
Excess(Deficiency) of Revenues Over Expenditures	(472,503.00)	(3,056,086.62)

Minutes of August 20, 2024 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2025

Original X Date Approved: 06/25/2024
Amended _ Date Approved: _____

Capital Project Fund Type	3462-FY23 ERFLE Capital	Combining Totals
Other Financing Sources(Uses)		
Proceeds of General Obligation Bonds	0.00	0.00
Proceeds of Refunding Bonds	0.00	0.00
Proceeds of Loan(s)	0.00	0.00
Inception of Capital Lease(s)	0.00	0.00
Insurance Loss Recoveries	0.00	0.00
Sale of Transportation Equipment	0.00	0.00
Sale of Other Property	0.00	0.00
Indirect Costs	0.00	0.00
Other Transfers In	0.00	0.00
Payments to Escrow Agent	0.00	500,000.00
Miscellaneous Other Financing Sources	0.00	0.00
Indirect Costs Transfers Out	0.00	0.00
Other Transfers Out	0.00	0.00
Payment to Refunded Bond Escrow Agent	0.00	0.00
Payment to Qualified Zone Academy Debt Escrow Agent	0.00	0.00
Miscellaneous Other Financing Uses	0.00	0.00
Premium on Debt Issuance	0.00	0.00
Total Other Financing Sources(Uses)	0.00	500,000.00

Net Change in Fund Balances (472,503.00) (2,556,086.62)

Fund Balances / Retained Earnings	July 1, 2024	July 1, 2024 as restated	June 30, 2025
Prior period adjustments	472,503.00	0.00	3,062,086.62
Increase(Decrease) in reserve for inventory	472,503.00	3,062,086.62	0.00
	0.00	0.00	506,000.00

Minutes of August 20, 2024 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the year ending June 30, 2025

Debt Service Fund Type	4021-THREE-MILL DEBT SERVICE FUND	4030-2019 GO Bond Repayment	4662-F725 EFRIF Repayment	Original Amended	X Date Approved Date Approved	06/25/2024	Combining Totals
Revenues							
Local Sources	305,000.00	1,016,000.00	0.00				1,321,000.00
Intermediate Sources	0.00	0.00	0.00				0.00
State Sources	0.00	0.00	0.00				0.00
Federal Sources	0.00	0.00	0.00				0.00
Sixteenth Section Sources	0.00	0.00	0.00				0.00
Total Revenues	305,000.00	1,016,000.00	0.00				1,321,000.00
Expenditures							
Instruction	0.00	0.00	0.00				0.00
Support Services	0.00	0.00	0.00				0.00
Noninstructional Services	0.00	0.00	0.00				0.00
Sixteenth Section	0.00	0.00	0.00				0.00
Facilities Acquisition and Construction	0.00	0.00	0.00				0.00
Debt Service	0.00	0.00	0.00				0.00
Principal	400,000.00	800,000.00	75,000.00				1,275,000.00
Interest	65,508.00	570,300.50	0.00				635,808.50
Other	2,000.00	600.00	0.00				2,600.00
Total Expenditures	467,508.00	1,370,900.50	75,000.00				1,913,408.50
Excess(Deficiency) of Revenues Over Expenditures	(162,508.00)	(354,900.50)	(75,000.00)				(592,408.50)


Minutes of August 20, 2024 Mayor and Board of Aldermen

LONG BEACH SCHOOL DISTRICT
SDA Legal Proposed Combining Budget Report
For the Year ending June 30, 2025

Original Date Approved: 06/25/2024
Amended Date Approved: _____

The above Original Combining Budget Report has been approved by the school board as noted in our board minutes dated 06/25/2024

Board President:  (signature) Date: 6/25/24
Timothy Pierce (printed name)

Board Secretary:  (signature) Date: 6/25/24
Scott Rishel (printed name)

Minutes of August 20, 2024
Mayor and Board of Aldermen

BUDGET CERTIFICATION

Date: June 25, 2024
To: State Superintendent of Education

This is to certify that the FY 2025 budget of estimated revenues and expenditures for the support, maintenance and operation of this school district has been filed with the tax levying authority as required by Section 37-61-9, Mississippi Code of 1972 (Ann.), as amended.

Name of District: Long Beach School District	District No.: 2422
Date budget filed with taxing authority:	
Signature of Superintendent:	<i>Tavia Well</i>
Signature of School Board Chairman:	<i>[Signature]</i>
Signature of Taxing Authority Official:	<i>Stacy Dahl</i>
Title of Taxing Authority Official:	<i>City Clerk</i>

Please submit to the Office of School Financial Services via SharePoint. Place in the appropriate fiscal year folder for Annual Forms prior to August 15th.

Alderman Bennett returned to the meeting at this time.

There came on for discussion Smokefree Air Ordinance, whereupon Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to strike this item from the agenda to allow time to further review the ordinance.

There came on for discussion Pickleball/Tennis Courts, whereupon Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to table this item until the September 17, 2024 meeting of the Mayor and Board of Aldermen to allow for the collection of additional information.

Mayor Bass recognized Ms. Anita Amos of 148 Markham Drive, who requested that the Planning & Development Commission meetings be videoed and the application process for new developments be improved.

**Minutes of August 20, 2024
Mayor and Board of Aldermen**

At the request of Mayor Bass, Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to schedule a Work Session of the Mayor and Board of Aldermen to discuss Beatline Road Environmental Study at 5:00 p.m. on Tuesday, August 27, 2024 in the Meeting Room of City Hall, Long Beach, Mississippi.

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

Fire Dept:

- Resignation, Firefighter Jessie Peterson, effective August 8, 2024
- New Hire, Firefighter William Wright, FS-9-B, effective September 1, 2024

Police Dept:

- Resignation, Dispatcher 1st Class Thomas Allen, effective September 3, 2024
- New Hire, Police Officer 1st Class Amin Whitmore Jr., PS-9-B, effective September 1, 2024
- New Hire, Police Officer 1st Class Brandon Singletary, PS-9-B, effective September 1, 2024

Alderman Johnson made motion seconded by Alderman McCaffrey and unanimously carried to accept the July 2024 Revenue/Expense report, as submitted.

**Minutes of August 20, 2024
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Final Closeout Package for N. Lang Pump Station Improvements, and authorize the Mayor to execute Change Order #2 included therein:



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

August 05, 2024

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

**RE: Final Project Closeout & Recommendation
N. Lang Pump Station Improvements**

Ladies and Gentlemen:

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

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

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

Sincerely,

David Ball, P.E.

DB:ty1300
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

Minutes of August 20, 2024 Mayor and Board of Aldermen

Change Order

No. 2 Summary

Date of Issuance: 8/1/2024 Effective Date: 8/20/2024

Project:	Owner:	City of Long Beach	Owner's Contract No.:
Contract:	N. Lang Pump Station Improvements		Date of Contract:
Contractor:	L J Construction	Engineer's Project No.:	1300

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

Description:

1. Adjust quantities to conform to final field conditions.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$155,191.00

(Increase) in Contract Price from previous Change Orders No. 1 to No. 1: \$8,263.50

Contract Price prior to this Change Order: \$163,454.50

(Decrease) in Contract Price due to this Change Order: (\$9,664.26)

Revised Contract Price incorporating this Change Order: \$153,790.24

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working Days 45 Calendar days

Substantial completion (days or date): 7/11/2024

Ready for final payment (days or date): _____

Change in Contract Time from previous Change Orders No. 1 to No. 1: 5

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): 7/16/2024

Ready for final payment (days or date): _____

Change in Contract Time due to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times incorporating this Change Order:

Substantial completion (days or date): 7/16/2024

Ready for final payment (days or date): _____

RECOMMENDED:
(ENGINEER)

ACCEPTED:
(CONTRACTOR)

ACCEPTED:
(OWNER)

By: _____

By: _____

By: _____

Date: 8.6.2024

Date: 08/01/24

Date: 8-21-24

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

Minutes of August 20, 2024
Mayor and Board of Aldermen

PROJECT NO. 1300

2 Summary

ATTACHMENT TO CHANGE ORDER NUMBER

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
10-A	MOBILIZATION	L.S. 1	\$14,748.00	\$14,748.00		\$0.00	1	\$14,748.00
200-A	4" DUCTILE IRON SEWER FORCE MAIN	L.F. 40	\$68.50	\$2,760.00	(33)	(\$2,191.50)	7	\$468.50
200-B	DUCTILE IRON FITTINGS	TON 1	\$8,880.00	\$8,880.00	(0.8895)	(\$8,119.76)	0.1105	\$760.24
200-C	CONNECT FORCE MAIN TO EXISTING FORCE MAIN	E.A. 1	\$1,300.00	\$1,300.00		\$0.00	1	\$1,300.00
210-A	PUMP STATION - STRUCTURAL COMPONENTS	L.S. 1	\$8,732.00	\$8,732.00		\$0.00	1	\$8,732.00
210-B	PUMP STATION - ELECTRICAL COMPONENTS	L.S. 1	\$44,966.00	\$44,966.00		\$0.00	1	\$44,966.00
210-C	PUMP STATION - MECHANICAL COMPONENTS	L.S. 1	\$88,932.00	\$88,932.00		\$0.00	1	\$88,932.00
210-D	PUMP STATION - SITE WORK	L.S. 1	\$4,000.00	\$4,000.00		\$0.00	1	\$4,000.00
500-A	PIPE BEDDING / PIPE FOUNDATION MATERIAL	C.Y. 10	\$75.00	\$750.00	(10)	(\$750.00)	0	\$0.00
500-B	SELECT SANDY BACKFILL	C.Y. 10	\$20.00	\$200.00	(10)	(\$200.00)	0	\$0.00
500-C	GEOTEXTILE FABRIC	S.Y. 10	\$40.00	\$400.00	(10)	(\$400.00)	0	\$0.00
510-A	MISCELLANEOUS SITE WORK	L.S. 1	\$2,000.00	\$2,000.00		\$0.00	1	\$2,000.00
520-A	MAINTENANCE OF TRAFFIC	L.S. 1	\$1,000.00	\$1,000.00		\$0.00	1	\$1,000.00
530-A	STORMWATER MANAGEMENT	L.S. 1	\$1,000.00	\$1,000.00		\$0.00	1	\$1,000.00
001-1	REPLACE VALVE VAULT	L.S. 1	\$8,263.50	\$8,263.50		\$0.00	1	\$8,263.50
TOTAL CHANGE ORDER AMOUNTS				\$163,454.50		(\$9,664.26)		\$153,790.24

BIDD No. C-241 (2023 Edition)
Approved for Construction
Associated General Contractors of America and the Construction Specifications Institute.

Minutes of August 20, 2024 Mayor and Board of Aldermen

APPLICATION FOR PAYMENT NO. 2 Final

TO: CITY OF LONG BEACH (OWNER)
 Contract for: N. LANG PUMP STATION IMPROVEMENTS Dated: 2/20/2024
 OWNER'S Project No.: _____ ENGINEER'S Project No.: 1300
 For work accomplished through the date of: 7/16/2024
 CURRENT CONTRACT AMOUNT: \$153,790.24

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$153,790.24
STORED MATERIALS					\$0.00
TOTAL			<u>\$153,790.24</u>		<u>\$153,790.24</u>
(Orig. Contract)			\$155,191.00		
CO 1			\$8,263.50		
CO 2 Summary			-59,664.26		

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 153,790.24
_____	LESS 0% RETAINAGE	\$ 0.00
_____	AMOUNT DUE TO DATE	\$ 153,790.24
_____	LESS PREVIOUS PAYMENTS	\$ 149,945.48
_____	AMOUNT DUE THIS APPLICATION	\$ 3,844.76

CONTRACTOR'S Certification:

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

LJ Construction
 11226 Dobson Rd
 Gulfport, MS 39503
 Vendor # 2757
 CONTRACTOR

Dated: 8/1, 2024 _____

By: *[Signature]*

ENGINEER'S Recommendation:

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

Dated: 8-6, 2024 _____
 Overstreet & Associates, PLLC
 ENGINEER

By: *[Signature]*

Minutes of August 20, 2024
Mayor and Board of Aldermen

PROJECT NO. 1300

2 Final

ATTACHMENT TO PAY ESTIMATE NO.

ITEM NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
	BASE BID									
200-A	MOBILIZATION	1 L.S.	\$ 34,748.00	\$14,748.00	100%	\$14,748.00		\$0.00	100%	\$14,748.00
200-B	4" DUCTILE IRON SEWER FORCE MAIN	7 L.F.	\$ 66.50	\$465.50	7	\$465.50		\$0.00	7	\$465.50
200-B	DUCTILE IRON FITTINGS	0 TON	\$ 8,800.00	\$760.24	0.1105	\$760.24		\$0.00	0.1105	\$760.24
200-C	CONNECT FORCE MAIN TO EXISTING FORCE MAIN	1 EA.	\$ 1,300.00	\$1,300.00	1	\$1,300.00		\$0.00	100%	\$1,300.00
210-A	PUMP STATION - STRUCTURAL COMPONENTS	1 L.S.	\$ 56,792.00	\$56,792.00	100%	\$56,792.00		\$0.00	100%	\$56,792.00
210-B	PUMP STATION - ELECTRICAL COMPONENTS	1 L.S.	\$ 44,966.00	\$44,966.00	100%	\$44,966.00		\$0.00	100%	\$44,966.00
210-C	PUMP STATION - MECHANICAL COMPONENTS	1 L.S.	\$ 568,555.00	\$568,555.00	100%	\$568,555.00		\$0.00	100%	\$568,555.00
210-D	PUMP STATION - SITE WORK	1 L.S.	\$ 54,000.00	\$4,000.00	100%	\$4,000.00		\$0.00	100%	\$4,000.00
500-A	PIPE BENDING / PIPE FOUNDATION MATERIAL	0 C.Y.	\$ 75.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
500-B	SELECT SANDY BACKFILL	0 C.Y.	\$ 20.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
500-C	GEOTEXTILE FABRIC	0 S.Y.	\$ 40.00	\$0.00	0	\$0.00		\$0.00	0	\$0.00
510-A	MISCELLANEOUS SITE WORK	1 L.S.	\$ 2,000.00	\$2,000.00	100%	\$2,000.00		\$0.00	100%	\$2,000.00
520-A	MAINTENANCE OF TRAFFIC	1 L.S.	\$ 1,000.00	\$1,000.00	100%	\$1,000.00		\$0.00	100%	\$1,000.00
530-A	STORMWATER MANAGEMENT	1 L.S.	\$ 1,000.00	\$1,000.00	100%	\$1,000.00		\$0.00	100%	\$1,000.00
COI-1	REPLACE VALVE VAULT	1 L.S.	\$ 8,263.50	\$8,263.50	100%	\$8,263.50		\$0.00	100%	\$8,263.50
	TOTAL BASE BID			\$153,790.24		\$153,790.24		\$0.00		\$153,790.24

Minutes of August 20, 2024 Mayor and Board of Aldermen

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

TO: (Owner) City of Long Beach

ENGINEER'S PROJECT NO. #1300
CONTRACT FOR: Entire Project
CONTRACT DATE: 02/20/24

PROJECT: N. Lang Pump Station Improvements

State of: MISSISSIPPI
County of: Harrison

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

CONTRACTOR: LJ Construction Inc
(Address) 11226 Dobson Road
Gulfport, MS 39503

BY: *[Signature]*
Subscribed and sworn to before me this 1st day of August, 2024



Notary Public *[Signature]*
My Commission Expires: 2/28/27

Exhibit A—Software Requirements for Electronic Document Exchange.
EJCDC® C-800, Supplementary Conditions of the Construction Contract.
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Page 13 of 14

**Minutes of August 20, 2024
Mayor and Board of Aldermen**

15.03 *Partial Use or Occupancy*

SC-15.03 Delete this entire section (15.03.A through 15.03.A.3) and replace with the following paragraph 15.03.A:

- A. Use by OWNER at OWNER's option of any completed part of the Work which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work.

ARTICLE 16--SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 17--FINAL RESOLUTIONS OF DISPUTES

No Supplementary Conditions in this Article.

ARTICLE 18--MISCELLANEOUS

No Supplementary Conditions in this Article.

Minutes of August 20, 2024 Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/2/2024

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

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

PRODUCER Cadence Insurance 2909 13th Street, 4th Floor Gulfport MS 39501 License#: PC-1092385 LJCONST-01	CONTACT NAME: Liz Williams PHONE (A/C, Hq, Ext): 228-863-5362 FAX (A/C, No): 228-863-1957 E-MAIL: liz.williams@cadenceinsurance.com ADDRESS: _____ <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Brierfield Insurance Company</td> <td>10993</td> </tr> <tr> <td>INSURER B: Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER C: Zurich American Ins Co of IL</td> <td>27855</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Brierfield Insurance Company	10993	INSURER B: Evanston Insurance Company	35378	INSURER C: Zurich American Ins Co of IL	27855	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C: Zurich American Ins Co of IL	27855														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 594697326** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSD. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y Y	CPP1008722000	8/15/2023	9/15/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	CA10008722100	9/15/2023	9/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB10008722200	9/15/2023	9/15/2024	EACH OCCURRENCE \$4,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B C	Pollution Liability		CPLMOL123807 BR78047184	5/8/2024 6/12/2024	5/8/2025 6/12/2025	5,000,000 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Certificate Holder is granted Additional Insured Status and Waiver of Subrogation under the General Liability and Auto Liability as required by written contract or agreement.

CERTIFICATE HOLDER Overstreet & Associates Consulting Engineers 161 Lameuse Street, Suite 203 Biloxi MS 39530	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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Minutes of August 20, 2024
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/2/2024

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

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

PRODUCER Cadence Insurance 2909 13th Street, 4th Floor Gulfport MS 39501	CONTACT NAME: Liz Williams PHONE (A/C, No, Ext): 228-883-5362 FAX (A/C, No): 228-883-1957 E-MAIL ADDRESS: liz.williams@cadenceinsurance.com
INSURED L J Construction Inc. 11226 Dobson Road Gulfport MS 39503	INSURER(S) AFFORDING COVERAGE License#: PC-1092395 LJC0NST-01 INSURER A : Brierfield Insurance Company NAIC # 10993 INSURER B : Evanston Insurance Company 35378 INSURER C : Zurich American Ins Co of IL 27855 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1971264942 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	CPP1008722000	9/15/2023	9/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y Y	CA10008722100	9/15/2023	9/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB10008722200	9/15/2023	9/15/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B C	Pollution Liability		CPLMOL123807 BR78047184	5/8/2024 6/12/2024	5/8/2025 6/12/2025	5,000,000 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Certificate Holder is granted Additional Insured Status and Waiver of Subrogation under the General Liability and Auto Liability as required by written contract or agreement.

CERTIFICATE HOLDER City of Long Beach 201 Jeff Davis Avenue (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
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Minutes of August 20, 2024
 Mayor and Board of Aldermen



Consent Of Surety to Final Payment

Bond # 100031893

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

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Merchants National Bonding, Inc.
 P.O. Box 14498
 Des Moines, IA 50306

, SURETY.

on bond of

(Insert name and address of Contractor)

L. J. Construction Inc.
 11226 Dobson Rd
 Gulfport, MS 39503

, CONTRACTOR,

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

(Insert name and address of Owner)

City of Long Beach
 201 Jeff Davis Avenue
 Long Beach, MS 39560

, OWNER.

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: July 1st, 2024
(Insert in writing the month followed by the numeric date and year.)

Merchants National Bonding, Inc.

(Surety)

(Signature of authorized representative)

Lisa Butler, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal)

Minutes of August 20, 2024 Mayor and Board of Aldermen

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

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

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

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

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

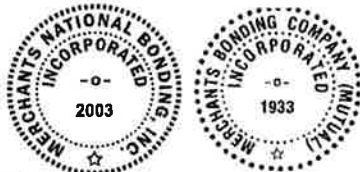
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

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

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

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

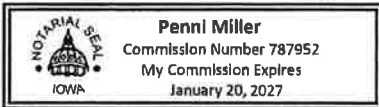
In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



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

By *Larry Taylor*
President

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



Penni Miller
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of July, 2024.



William Warner Jr.
Secretary

POA 0018 (1/24)

Minutes of August 20, 2024
Mayor and Board of Aldermen

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT N. Lang Pump Station Improvements

DATE OF ISSUANCE June 21, 2024

OWNER City of Long Beach

OWNER'S Contract No. _____

CONTRACTOR LJ Construction, Inc. ENGINEER Overstreet & Associates, PLLC.

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

Entire Project

TO City of Long Beach
OWNER

And To LJ Construction, Inc.
CONTRACTOR

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

June 20, 2024
DATE OF SUBSTANTIAL COMPLETION

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

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

Minutes of August 20, 2024 Mayor and Board of Aldermen

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

RESPONSIBILITIES:

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

CONTRACTOR: One-year warranty.


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

Punchlist


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

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

Executed by ENGINEER on 6/24/2024
Overstreet & Associates, PLLC.
ENGINEER

By: 
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on 06-21-24
LJ Construction, Inc.
CONTRACTOR

By: 

OWNER accepts this Certificate of Substantial Completion on _____
City of Long Beach
OWNER

By: 
(Authorized Signature)

Minutes of August 20, 2024
Mayor and Board of Aldermen

NORTH LANG PUMP STATION IMPROVEMENTS

PUNCHLIST

June 21, 2024

- 1. Replace the float bracket in the wet well.
- 2. Connect water hose bibb.

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to authorize advertisement for Public Works Annual Bids.

There came on for discussion derelict property at 20112 Pineville Road, whereupon Alderman Brown apprised the Board that the building in question had been removed.

**Minutes of August 20, 2024
Mayor and Board of Aldermen**

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

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Patrick Bennett, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Angie Johnson, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Mike Brown, Ward 5

Alderman Pete L. McGoey, Ward 6

Date

ATTEST:

Kini Gonsoulin, Deputy City Clerk