

**Minutes of October 1, 2024
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF OCTOBER 1, 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**
- VII. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VIII. APPROVE MINUTES:**
 - 1. MAYOR AND BOARD OF ALDERMEN**
 - a. September 17, 2024 Regular**
 - 2. PLANNING & DEVELOPMENT COMMISSION**
 - a. September 26, 2024 Regular**
- IX. APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. 100124**
- X. UNFINISHED BUSINESS**
- XI. NEW BUSINESS**
 - 1. Contract – MDOT; Senior Citizen’s Bus Program**
 - 2. Special Event Application – Susie & Butch Tillson; Artist & Artisan Market**
 - 3. Special Event Application – Carnival Assoc. of LB – Mardi Gras Parade**
 - 4. Special Event Application – Carnival Assoc. of LB – Jeep-a-Gras**
 - 5. Application – Tidelands Funding; Long Beach Pavilion**
 - 6. Consultant Selection – Pickering Firm; Beatline Environmental Study**
 - 7. Letter of Engagement – Right of Way Services; Pineville Rd Sidewalk Phase II**
 - 8. Letter of Engagement – Right of Way Services; Pineville Rd Sidewalk Phase III**
 - 9. 4th St. Property – Rescind Action & New Offer; Shaw Homes, LLC**
 - 10. Request to Abandon Easement – Joel Kozlowski; Mitchell Road**
 - 11. Fluorescent Light Bulb Recycling Program – Wendy Johnson & Andries Butler**
 - 12. Authorize Advertisement – School Board Member**
 - 13. Discussion – SE Bulkhead Contractor – Alderman Brown**
 - 14. Ratify Dive Team Inspection Pilings/Bulkhead Hurricane Zeta Damage**
 - 15. Ratify Hiring Consultant for RS Means Estimating of Hurricane Zeta Damage**
- XII. DEPARTMENTAL BUSINESS**
 - 1. MAYOR’S OFFICE**
 - 2. PERSONNEL**
 - a. Police Dept – FTO Pay (1); Transfer (1); Resignation (1); Step Increase (6)**
 - b. General Admin – Step Increase (2)**
 - c. Recreation – Step Increase (2)**
 - d. Senior Citizens – Step Increase (2)**
 - 3. CITY CLERK**
 - a. Municipal Compliance Questionnaire FY 2024**
 - 4. FIRE DEPARTMENT**
 - 5. POLICE DEPARTMENT**
 - 6. ENGINEERING**
 - a. Jeff Davis Gateway – Environmental Review**
 - b. Pre-Positioned Disaster Management Contract – Program Manager**
 - 7. PUBLIC WORKS**
 - a. Award Annual Bids**
 - 8. RECREATION**
 - 9. BUILDING OFFICE**
 - 10. MUNICIPAL COURT**
 - 11. HARBOR**
 - 12. COMMUNITY AFFAIRS**
 - 13. DERELICT PROPERTIES**
 - A. 625 W Old Pass Road – Alderman McCaffrey**
- XIII. REPORT FROM CITY ATTORNEY**
- XIV. ADJOURN (OR) RECESS**

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Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the first Tuesday in October, 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.

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, Mike Brown, Pete L. McGoey, Deputy City Clerk Kini Gonsoulin, and City Attorney Stephen B. Simpson, Esq.

Absent the meeting was Timothy McCaffrey, Jr.

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

Alderman Johnson made motion seconded by Alderman McGoey and unanimously carried to approve the Regular minutes of the Mayor and Board of Aldermen dated September 17, 2024, as submitted.

Alderman Brown made motion seconded by Alderman Johnson and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated September 26, 2024, as submitted.

Alderman Brown made motion seconded by Alderman Parker and unanimously carried to approve payment of invoices listed on Docket of Claims number 100124.

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Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to approve the following Contract Agreement for 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Public Transportation Program with Mississippi Department of Transportation (MDOT), and authorize the Mayor to execute same:

**CONTRACT AGREEMENT FOR
5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES
PUBLIC TRANSPORTATION PROGRAM**

**CONTRACT #76-0016-24-804
UEI # V3P3M7MCNMX8**

**GRANT No. MS-16-X025
FAIN NO. MS-2023-002-00**

**CFDA No. 20.509
FEDERAL AWARD:**

This Contract Agreement is made by and between the Mississippi Transportation Commission, a body corporate of the State of Mississippi, acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter referred to as the DEPARTMENT), and **City of Long Beach** (hereinafter referred to as the CONTRACTOR), effective as of the date of latest execution below.

WHEREAS, Chapter 53, (49 U.S.C. Section 5310), as amended formerly referred to as Section 16 of the Federal Transit Act, provides federal capital, administrative and operating assistance for public transportation in rural and small urban areas by way of a formula grant program to be administered by the State; and

WHEREAS, the goals of the Elderly & Disabled Public Transportation Program are to assist in providing services that meet the special needs of elderly and persons with disabilities for whom public transportation services are unavailable, insufficient or inappropriate; and

WHEREAS, the CONTRACTOR has submitted to the DEPARTMENT an application for financial assistance to provide public transportation services to the residents of **Harrison County/ies**, Mississippi, hereinafter referred to as the "PROJECT" as described in the project application for financial assistance; and

WHEREAS, the DEPARTMENT is authorizing the Contractor to incur project costs, where appropriate, beginning October 1, 2024, and ending September 30, 2025.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the DEPARTMENT and the CONTRACTOR hereby agree as follows:

Section 1. Purpose of Contract Agreement. The purpose of this Contract Agreement is to provide for the authorization to receive federal assistance, maintain title to and operate approved Project equipment by the CONTRACTOR as defined by Section 2 below and to state the terms, conditions and mutual understandings of the parties as to the manner in which the Project will be undertaken and completed.

Section 2. Scope of Project. The CONTRACTOR shall undertake and complete the PROJECT as described in the Section 5310 Grant application submitted to the DEPARTMENT on behalf of **Organization** as approved by the DEPARTMENT (said application is herewith incorporated herein as "**Exhibit A**" to this Contract Agreement by reference and made a part hereof as if fully copied herein in words and figures and is officially on file at the office of the DEPARTMENT) to administer a Elderly and Disabled Transportation Project and provide transportation service to the residents of **Harrison County** County/ies, Mississippi, in accordance with the applicable policies contained in the approved State Management Plan, as well as the terms and conditions of this Contract Agreement.

Section 3. Period of Performance. The CONTRACTOR shall commence, carry on, and complete the PROJECT within the time periods set forth below.

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- a. The period of performance for all expenditures under the PROJECT shall be from October 1, 2024, through September 30, 2025.

Section 4. Funding.

a. **Project Funding**

- (1) Funds to cover the federal share of this PROJECT's cost are being provided through an appropriation authorized under Section 5310 of the Federal Transit Act of 1991, as amended, and it shall be the responsibility of the DEPARTMENT to obtain these funds from the Federal Transit Administration (hereinafter referred to as FTA). Failure of the DEPARTMENT to obtain these funds from the FTA shall result, upon notification by the DEPARTMENT to the CONTRACTOR, in termination of the contract. The CONTRACTOR shall initiate and pursue completion all actions necessary to enable the CONTRACTOR to provide its share of the Project costs. The CONTRACTOR'S share of the Project cost may range from 10% - 20% for capital and 50% operating deficit (minus revenue). The CONTRACTOR shall provide its share of the Project cost at or prior to the time that the DEPARTMENT determines that such funds are needed to meet Project costs.
- (2) **The maximum amount of Section 5310 funds payable to the CONTRACTOR for the work described in Section 2 (Scope of Project) shall be \$0.00**
Cumulative dollar amount for ongoing awards \$0.00.
FAIN Number(s)_____.
- (3) **Availability of Funds**
It is expressly understood and agreed that the obligation of the DEPARTMENT to proceed under any Contract or Agreement is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and/or the receipt of state and/or federal funds, as provided by Section 27-104-25, of the Mississippi Code.
- d. **Suspend and/or Stop Work:** If at any time the funds anticipated for the fulfillment of this Contract or Agreement 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 DEPARTMENT for the performance of this Contract or Agreement, then this Contract or Agreement shall be suspended and/or a stop work order issued automatically without any notice to Consultant and/or CONTRACTOR or any surety, for a period not to exceed ten (10) business days, effective immediately upon the date that said funds are not available, without damage, penalty, cost, or expenses to the DEPARTMENT of any kind whatsoever. CONTRACTOR and/or

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Consultant are responsible for monitoring the actions of the Mississippi Legislature in its enactment, or its failure to enact, any budget appropriation for the Mississippi Department of Transportation for the ensuing Fiscal Year, or, to monitor the Mississippi Department of Transportation website at, www.mdot.ms.gov.

In the event that said suspension or stop work is necessary, CONTRACTOR and/or Consultant shall take all necessary steps to minimize the incurrence of costs allocable to the suspension and/or stop work order, and advise all subcontractors and contractors to do the same. Upon expiration of the ten (10) business days, if said funds remain unavailable, then DEPARTMENT may, at its discretion, elect to terminate this contract, or to extend the suspension and/or stop work order of said Contract and/or Agreement.

If a suspension and/or stop work order is not canceled and the work covered by such suspension and/or order is terminated, the CONTRACTOR and/or 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 DEPARTMENT may be liable only for the costs, fees, and expenses, if any, for demobilization and close out of this Contract, based on actual time and expenses incurred by the CONTRACTOR and/or Consultant. In no event shall the DEPARTMENT be liable for lost profits or other consequential damages.

Or,

- b. **TERMINATION:** If at any time the funds anticipated for the fulfillment of this Contract or Agreement 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 DEPARTMENT for the performance of this Contract or Agreement, the DEPARTMENT shall have the right, upon ten (10) days written notice to the Contractor and/or Consultant, to terminate this Contract and/or Agreement without damage, penalty, cost, or expenses to the DEPARTMENT of any kind whatsoever. The effective date of termination shall be as specified in the notice or at the end of any fiscal funding period wherein the funds are not available.

In addition to payment for services rendered prior to the date of the termination, the DEPARTMENT may be liable only for the costs, fees, and expenses, if any, for demobilization and close out of this Contract, based on actual time and expenses incurred by the CONTRACTOR and/or Vendor. In no event shall the Commission be liable for lost profits or other consequential damages.

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b. Allowable Cost. Expenditures made by the CONTRACTOR shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. The expenditures must be:

- (1) Made in conformance with the Project description and the approved Project budget herewith incorporated by reference and set forth as **Exhibit B** and all other provisions of this Contract Agreement;
- (2) Necessary in order to accomplish the PROJECT;
- (3) Reasonable in amount for the goods or services purchased;
- (4) Actual net costs to the CONTRACTOR (net cost means the price paid minus any refunds, rebates, or other items of value received by the CONTRACTOR which have the effect of reducing the cost actually incurred);
- (5) Incurred and be for work performed after the date of this Contract Agreement;
- (6) In conformance with the standards for allowable costs and other requirements as set forth in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly referred to as the "Super Circular") and all amendments thereto, incorporated herein by reference insofar as applicable hereto;
- (7) To the satisfaction of the DEPARTMENT;
- (8) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the DEPARTMENT; and
- (9) All purchases must be made consistent with State Laws and Purchasing Procedures.
- (10) Allowable costs shall be reduced by all income, including, but not limited to, farebox revenue and contract revenue (excluding revenues derived from human service agency contracts), received by the CONTRACTOR for services provided under this program or for any other use of equipment purchased through this program. Allowable costs may include eligible costs that are paid by the CONTRACTOR using local contributions that are not required as a part of the match for this project. Local contributions may be added to funds committed to the project budget to further the purposes of the project.
- (11) Indirect Costs: An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:
 - a. The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not

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required to collect information justifying this rate, but may elect to do so;

b. The de minimis indirect cost rate.

c. The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate.

Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with §200.405(d), and all amendments thereto, incorporated herein by reference insofar as applicable hereto;

(12) Indirect cost rate for the Federal award (including if the application of the de minimis rate) _____

- c. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the CONTRACTOR or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. Only those expenses which have already been paid by the CONTRACTOR shall be submitted for reimbursement.
- d. Certification Regarding Application and Budget. The CONTRACTOR acknowledges that the DEPARTMENT has relied upon the CONTRACTOR'S application and budget in making this grant award and executing this Agreement. The CONTRACTOR certifies that its application and budget are truthful, accurate and complete and that all revenues and expenses related to this project, irrespective of the source, are properly reflected on the CONTRACTOR'S application and the approved budget. The CONTRACTOR further acknowledges and agrees that any misstatement in the application or budget constitutes grounds for immediate termination and/or cancellation of this Agreement.
- e. Establishment and Maintenance of Accounting Records. The CONTRACTOR shall establish and maintain separate accounts for the PROJECT, either independently or within the existing accounting system, to be known as the Project Accounts. The accounts shall be capable of segregating, identifying and accumulating the allowable project costs.
- f. Payment. The DEPARTMENT will provide payments to the CONTRACTOR for allowable costs that have been paid by the CONTRACTOR when such costs are supported by a properly executed request for payment and related invoices. Payments, at the discretion of the DEPARTMENT, may be made in accordance with the advance payment request procedures as outlined in 2 CFR Part 1201 or the guidance provided by FTA Circular 5010.1, Grant Management Guidelines and any amendments thereto. The CONTRACTOR shall invoice the DEPARTMENT at least monthly but not more often than two (2) times in any one month for payment of costs incurred and deemed allowable as defined by Section 4(b). Reimbursement requests must be submitted in accordance with schedules that allow for payments to be approved by the Transportation Commission during regular meetings which are held routinely on the second and fourth Tuesday of each month.

The itemized request for payment, including invoices, shall be reviewed and approved by the MDOT staff. A retainage of at least five (5%) percent of the approved

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payment will be withheld until the PROJECT is completed, and the annual Statement of Revenues and Expenditures or, if applicable, an audit in accordance with 2 CFR Part 200 as amended, has been accepted, unless otherwise advised in writing by the Executive Director. Any costs deemed ineligible for reimbursement by the DEPARTMENT in accordance with the terms and conditions of this Contract Agreement shall be deducted from the retainage before final payment is made or the DEPARTMENT may issue a formal written request for repayment. Any rejected or unaccepted costs shall be borne by the CONTRACTOR.

The CONTRACTOR agrees that reimbursement of any cost, in accordance with the indicated payment methods, does not constitute a final decision by the DEPARTMENT about the allowability of that cost and does not constitute a waiver of any violation by the CONTRACTOR of the terms of this agreement. The CONTRACTOR understands that a final determination concerning allowability will not be made until an audit of the project has been completed. If the DEPARTMENT determines that the contractor is not entitled to receive any part of the federal funds requested, the CONTRACTOR will be notified in writing. Close-out of this project will not alter the CONTRACTOR'S obligation to return any funds due to the DEPARTMENT as a result of later refunds, corrections or other transactions. Project close-out will not affect the DEPARTMENT'S right to disallow costs and recover funds on the basis of a later review or audit.

- g. E-Invoice and E-Payment PayMode This DEPARTMENT requires that all CONTRACTORS submit invoices electronically throughout the term of this agreement and/or contract. CONTRACTOR invoices shall be submitted to the DEPARTMENT using the processes and procedures identified by the DEPARTMENT, which are known and/or available to the CONTRACTOR. Procedures for new CONTRACTORS may be found in the MAAPP Manual in the Vendor File Maintenance sections 11.10.20 and in the related section on requirements for requesting an exemption from electronic payment found in section 11.10.30. CONTRACTOR understands that CONTRACTOR must be enrolled in PayMode e-payment module prior to being enrolled for e-invoicing, and agrees to same, unless CONTRACTOR has applied for and been granted, an exemption. CONTRACTOR may request assistance enrolling by contacting www.mmrs.state.ms.us or by calling the MMRS Call Center at (601) 359-1343. The CONTRACTOR agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. These payments shall be deposited in the bank account of the CONTRACTOR'S choice. CONTRACTOR understands that the DEPARTMENT is exempt from the payment of taxes. All payments shall be in United States Currency.

Payments pursuant to this award will be made for eligible costs documented by invoices for the equipment, work or services incurred in accomplishing PROJECT. Final payment will be made after review and approval by the DEPARTMENT of documentation of the completion of the PROJECT and/or any audit documents as may be applicable.

The DEPARTMENT reserves the right to amend or withdraw this award at any time prior to its acceptance by the CONTRACTOR.

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- h. Disallowed Costs. In determining the amount of Federal assistance the DEPARTMENT will provide, the DEPARTMENT will exclude all PROJECT costs incurred by the CONTRACTOR prior to the date authorized by this Contract Agreement, and any costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the DEPARTMENT.
- i. Prohibition Against Use of Federal Funds for Lobbying.
1. The CONTRACTOR or any sub-recipient shall not use Federal assistance funds and funds provided by way of this contract for publicity or propaganda purposes designed to support or defeat legislation pending before Congress.
 2. The CONTRACTOR agrees that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making 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.
- j. Interest/Excess Payments. The following requirements apply to the CONTRACTOR:
- Upon notice by the DEPARTMENT to the CONTRACTOR of specific amounts due, the CONTRACTOR shall promptly remit any excess payment of amounts or disallowed costs to the DEPARTMENT. Interest may be assessed from the time of notice and charged for any amounts due to the DEPARTMENT that are not paid as set forth in the State Management Plan.
- k. Deobligation of Funds. The DEPARTMENT reserves the right to deobligate unspent funds prior to project close-out.

Section 5. Reports and Records.

- a. The CONTRACTOR shall advise the DEPARTMENT in writing regarding the progress of the PROJECT at such time and in such format as the DEPARTMENT may require, including but not limited to meetings and interim reports. The CONTRACTOR shall collect and submit to the DEPARTMENT at such time as the DEPARTMENT may require, such financial statements, data, records, contracts, and other documents related to the PROJECT as may be deemed necessary.
- b. The CONTRACTOR and subcontractors shall retain all records pertaining to this PROJECT for a period of three (3) years from the date of final payment by the DEPARTMENT to the CONTRACTOR. However, if any litigation or legal action, by or on behalf of the state and federal government has begun that is not completed at the end of the (3) year period, or of audit finding, litigation or legal action has not been resolved at the end of the (3) year period, the records shall be retained until resolution.

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Section 6. Review / Audit, Inspection and Close-out.

- a. In the event that the CONTRACTOR receives reimbursements through this agreement, CONTRACTORS must prepare an annual Statement of Revenues and Expenditures for the current year ending September 30. The Statement of Revenues and Expenditures, along with a computation of Section 5310 funds due the contractor must be submitted to the Department within one hundred and twenty (120) days of the end of the period of performance listed in Section 3. Failure to submit the Statement of Revenues and Expenditures and the supporting documentation may result in the forfeiture of the retainage withheld by the Department.
- b. To the extent required, the CONTRACTOR shall cause an audit to be performed in accordance with 2 CFR Part 200 as amended and guidance provided by the DEPARTMENT. The audit report, if required, shall be submitted to the DEPARTMENT and the Federal Audit Clearinghouse within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the period of performance listed in Section 3. Failure to acquire and submit an audit to the DEPARTMENT, if and as required, will result in a finding of non-compliance and subsequently result in suspension of payments to the CONTRACTOR, forfeiture of retainage withheld by the DEPARTMENT, and will limit the ability of the DEPARTMENT to enter into subsequent contracts with the CONTRACTOR or sponsoring organization. At the discretion of the DEPARTMENT, any such retainage may be used to pay the cost of an audit or assessment of the project. Any retainage that subsequently remains may be released to the project upon approval by the DEPARTMENT.
- c. The CONTRACTOR shall permit and shall require third party contractors to permit the DEPARTMENT, the Comptroller General of the United States and the Secretary of the United States Department of Transportation or their authorized representatives to inspect all vehicles, facilities, equipment, materials, and supplies purchased by the CONTRACTOR as part of this project, all transportation services rendered by the CONTRACTOR by the use of such vehicles, facilities and equipment, and all relevant payrolls, project data and records. The CONTRACTOR shall also permit the above named representatives to audit the books, records and accounts of the CONTRACTOR pertaining to the Project.
- d. The CONTRACTOR agrees that any amounts to be refunded to the DEPARTMENT shall be repaid within 30 days of written notification by the DEPARTMENT. Failure to do so may result in delays or suspension of subsequent invoice payments. At a minimum, the following circumstances may result in requests for repayments/refunds:
 - (1) excess program generated income;
 - (2) excess contributed income;
 - (3) other excess income.
- e. Project close-out occurs when the DEPARTMENT notifies the CONTRACTOR in writing and forwards the final federal assistance payment or when the CONTRACTOR'S remittance of the proper refund or repayment has been acknowledged in writing by the DEPARTMENT.

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Section 7. Contracts Under This Contract Agreement. Unless otherwise authorized in writing by the DEPARTMENT, the CONTRACTOR shall not assign any portion of the work to be performed under this contract agreement, or execute any contract amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract agreement without the prior written concurrence of the DEPARTMENT.

- a. The Contractor shall ensure that every subcontract includes any clauses required by the contract agreement, federal statutes and implementing regulations.
- b. All contracts for services will be developed in accordance with the FTA's requirements for competition and/or private sector participation as referenced in the guidance contained in Circular 4220.1F as amended entitled "Third Party Procurement".
- c. In no event shall this contract or equipment, materials and goods provided hereunder be treated as assets of the CONTRACTOR in any bankruptcy or similar proceeding.

Section 8. Purchase of Project Vehicles, Facilities and Equipment. The purchase of all Project vehicles and/or equipment financed in whole or in part pursuant to this Contract Agreement shall be in accordance with the applicable state and federal laws and procurement regulations, including state competitive bidding procedures and laws and specifications approved by the DEPARTMENT, the DEPARTMENT'S State Management Plan and will be consistent where applicable with the Common Grant Rule and/or 2 CFR Part 200 as amended, and Circular 4220.1F and any revisions thereof as applicable. The undersigned CONTRACTOR certifies its Procurement Compliance by the executed "Procurement Compliance" Certificate attached hereto and made a part of Exhibit A incorporated herein by reference.

- a. **Vehicle Purchases.** The DEPARTMENT or CONTRACTOR may purchase vehicles for the Project, using vehicle specifications approved by the DEPARTMENT for the purchase of new vehicles. These vehicles are to include buses, mini-buses, vans and other small vehicles in accordance with the CONTRACTOR'S approved application. All purchases are subject to prior approval of the DEPARTMENT, and must be in accordance with State purchasing laws and approved by the State Bureau of Purchasing. Vehicles purchased by the CONTRACTOR must be approved in writing in advance by the Executive Director of the DEPARTMENT.
- b. **Other Equipment, Materials, Goods and Services.** Other equipment, materials, goods, and services included in the approved application to be financed in whole or in part pursuant to this Contract Agreement may be procured by the CONTRACTOR in accordance with the above procedures and the following requirements:
 - (1) **Specifications and Bid Advertisements.** Equipment specifications shall be written so as not to unduly restrict competitive bidding. Equipment specification and advertisement for bid packages shall be approved by the DEPARTMENT prior to submission to prospective bidders.
 - (2) **Award of Bids.** The DEPARTMENT must concur in the award of bid to procure equipment for the Project made by the CONTRACTOR prior to the execution of an agreement between the CONTRACTOR and any bidder.

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(3) All purchases must be made consistent with State laws and purchasing procedures and revised 2 CFR Part 200 where appropriate.

- c. **Real Property.** In general the acquisition of real property shall be in accordance with procedures contained in the Departments State Management Plan and any subsequent specific procedures and requirements provided by the Department. The MDOT may confer with FTA concerning the specific requirements governing the acquisition, use or disposition of real property purchased with federal funds.

Section 9. Title to Project Equipment and Real Property. Title to Project equipment, land and facilities shall be in the CONTRACTOR'S name subject to the restrictions of use and disposition of the Project as set forth herein and in accordance with Section 10, 11 and 14 of this Contract Agreement. The DEPARTMENT shall be listed as first lienholder on and maintain all original titles to project equipment and one set of keys. If this Contract Agreement is terminated, title to Project vehicles shall become vested in the DEPARTMENT as first lien holder and the DEPARTMENT shall have the right to repossess the same.

a. The CONTRACTOR shall grant to the DEPARTMENT a security interest in the Project equipment through the execution of a security agreement in a form acceptable to the DEPARTMENT and by the filing of financing statements necessary to perfect that security interest, and in regard to vehicles purchased by the CONTRACTOR, under the terms of this Contract Agreement. The DEPARTMENT shall be listed as first lienholder on, and maintain all, original titles to vehicles purchased by the CONTRACTOR, under the terms of this Contract Agreement. **A copy of the Security Agreement form, acceptable to the DEPARTMENT, is attached hereto as Exhibit C.**

b. When real property is acquired and/or developed under the terms of this Contract Agreement, CONTRACTOR grants to the DEPARTMENT a security interest in the real property to secure CONTRACTOR'S performance of the terms of this Contract Agreement and shall perfect that security interest by executing a deed of trust in a form acceptable to the DEPARTMENT and by filing that deed of trust in the land records of the county where the real property is located. At least ten days prior to the transfer of funds under the terms of this Contract Agreement for the acquisition and/or development of real property, the CONTRACTOR shall provide to the DEPARTMENT a title certificate from a licensed attorney to be selected by the DEPARTMENT showing that there are no encumbrances on the real property to be acquired and/or developed, and the CONTRACTOR shall have the title certificate updated immediately prior to the transfer of funds for the acquisition and/or development of the subject property. **A copy of the Deed of Trust form, acceptable to the DEPARTMENT, is attached hereto as Exhibit D. A copy of the Notice of Federal Interest Form acceptable to the DEPARTMENT, is attached hereto as Exhibit F which shall be duly recorded in the land records of the county.**

c. In addition, when real property is acquired and/or development under the terms of this Contract Agreement, CONTRACTOR shall convey to the DEPARTMENT the CONTRACTOR'S executory power to transfer any interest in the real property until the CONTRACTOR has fulfilled its obligations under the terms of this Contract Agreement. The conveyance of the CONTRACTOR'S executory power shall be in a form acceptable to the DEPARTMENT. **A copy of the Conveyance of Executory Power form, acceptable to the DEPARTMENT, is attached hereto as Exhibit F which shall be duly recorded in the land records of the county.**

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d. If the CONTRACTOR is a governmental entity, in lieu of b. and c. above, it agrees to execute a notice of federal/state interest. (a copy of an acceptable form is attached hereto as Exhibit E.)

Section 10. Use of Project Equipment and Real Property.

- a. The CONTRACTOR agrees that the Project equipment, land and facilities shall be used for the provision of transportation service within the area described in the Project description, or some other subsequently authorized area approved by the DEPARTMENT in accordance with Section 14 of this Contract Agreement for the duration of the Project. If, during the duration of the Project, any equipment or real property is not used in this manner or is withdrawn from transportation service for more than thirty (30) days, the CONTRACTOR shall notify the DEPARTMENT in writing and shall dispose of such equipment or real property in accordance with guidance by the DEPARTMENT and Section 14 of this Contract Agreement. The DEPARTMENT shall have the right to conduct periodic inspections for the purpose of confirming maintenance pursuant to this section.
- b. Sanctions for Non-Compliance. In the event of the CONTRACTOR'S non-compliance with the provisions of this section, the DEPARTMENT shall impose such sanctions as it may determine to be appropriate, including but not limited to:
- (1) Withholding or discontinuing further reimbursements or funding, and/or;
 - (2) Cancellation, termination or suspension of the Contract Agreement in whole or in part.
- c. The CONTRACTOR shall keep satisfactory records with regard to the use of the PROJECT equipment and shall submit to the DEPARTMENT upon request such information as is required to assure compliance with Title 23 of the CFR.
- d. In accordance with 49 CFR, Part 605, as amended the CONTRACTOR may use project equipment for the provision of school bus transportation, as long as such use is a modification of regular service to the general public and such use is not for exclusive school bus transportation to the exclusion of general public riders or represents unfair competition with private operators. The CONTRACTOR agrees to comply with the Charter rules described in 49 CFR, Part 604, as amended.
- e. The CONTRACTOR shall neither use nor permit the vehicles, property and equipment provided hereunder to be used for any illegal or unlawful purpose or otherwise subject the vehicles and equipment to confiscation. The CONTRACTOR agrees to reimburse the DEPARTMENT for the fair, retail market value in the event the vehicle and equipment are confiscated while in the possession or control of the CONTRACTOR, together with other such expenses or losses that the DEPARTMENT may incur as a result thereof. The CONTRACTOR further agrees not to permit the vehicles, property and equipment provided hereunder to be used in violation of any Federal, State or municipal/local statute, law, ordinance, rule or regulation applicable to the operation of the vehicles, property and equipment and will indemnify and hold the DEPARTMENT harmless from any and all fines, forfeitures and penalties assessed against such vehicles and equipment.

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Section 11. Encumbrance of Project Equipment or Real Property. Except as provided in Section 9 of this Contract Agreement, the CONTRACTOR shall not execute any lease, pledge, mortgage, lien, or other contract (including a grant anticipation note or "Safe Harbor Lease" under Section 168(g)(8) of the Internal Revenue Code of 1954) touching or affecting the Federal interest in any Project facilities or equipment, nor shall it obligate itself in any other manner, with any third party with respect to Project facilities for equipment, unless such lease, pledge, mortgage, lien, contract or other obligation is expressly authorized in writing by the DEPARTMENT; nor shall the CONTRACTOR, by any act or omission of any kind, adversely affect the Federal interest or impair its continuing control over the use of Project facilities or equipment.

Section 12. Records and Maintenance of Project Real Property and Equipment. For the duration of the PROJECT, the CONTRACTOR shall maintain the Project equipment and facilities at a high level of cleanliness, safety and mechanical soundness. The DEPARTMENT shall have the right to conduct periodic inspections for the purpose of confirming proper use and maintenance pursuant to this Section, and the approved program maintenance procedure. The CONTRACTOR must maintain a project equipment inventory and a formal maintenance program. Property records must include a description of the equipment, vehicle identification number, source, cost, acquisition date, percentage of federal participation, detailed maintenance records and any disposition data.

Section 13. Insurance. The CONTRACTOR shall obtain insurance adequate to protect the Project's property and equipment, as well as public liability insurance. The DEPARTMENT shall be named as loss payee for property and equipment purchased with Section 5310 funds. The CONTRACTOR shall submit evidence of such insurance coverage including documentation of the solicitation process annually to the DEPARTMENT or prior to beginning vehicle operations, and said coverage shall remain in effect at all times during the duration of the PROJECT.

The CONTRACTOR shall obtain and maintain at all times during the duration of the Project insurance coverages adequate to meet the appropriate requirement of the Mississippi Transportation Commission or any successor agency. In the absence of these requirements the following insurance coverages in the amounts apply:

Comprehensive general liability insurance in an amount not less than one million dollars (\$1,000,000.00), including coverage for blanket contractual liability, broad form property damage, personal injury and bodily injury (including illness, disease and death), and products/completed operations; and

Comprehensive automobile liability insurance, including hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000.00), covering bodily injury and death and property damage; and

Blanket employee fidelity bond insurance in an amount not less than fifty thousand dollars (\$50,000.00); and

Workers' compensation insurance in the amount required pursuant to the laws of the State of Mississippi.

All insurance policies required herein shall be issued by a reputable and substantial insurance company or companies licensed to do business in the State of Mississippi, and shall include an endorsement providing substantially as follows:

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Insurer may not cancel this policy, modify or amend its terms or reduce coverage for a period of sixty (60) days after the Mississippi Department of Transportation has been notified by certified mail, return receipt requested, of the Insurer's intention to cancel, modify, amend or reduce the coverage.

The CONTRACTOR shall immediately notify the DEPARTMENT in writing of any notices from insurer concerning cancellation or reduction in insurance coverages.

The DEPARTMENT shall be named as loss payee for property and equipment purchased with Section 5310 funds. On or before the inception of the Period of Performance of this Contract Agreement, the CONTRACTOR shall deliver to the DEPARTMENT a Certificate or Certificates of Insurance, certifying the types and amounts of coverages required herein, the loss payee and the required endorsement.

Section 14. Disposition of Equipment and Real Property. The CONTRACTOR agrees that the Project equipment and property shall be used as described in Section 10 of this Contract Agreement and the approved State Management Plan. If, at any time during the duration of this Project, any real property or equipment with remaining useful life is not used as described above, the CONTRACTOR shall notify the DEPARTMENT in writing and after concurrence by the DEPARTMENT shall dispose of such real property or equipment in accordance with applicable laws and regulations and with the following procedures:

- a. Disposal of real property or equipment with remaining useful life requires written approval from the DEPARTMENT.
 - (1) If the equipment is transferred to another Section 5310 CONTRACTOR, the receiving CONTRACTOR shall be responsible for reimbursing the transferring CONTRACTOR its pro rata share of the current fair market value, based on the twenty percent (20%) local match ratio. The twenty percent (20%) local match shall be based on at least two (2) independent appraisals of the current fair market value. In the absence of independent appraisals value of the equipment shall be based on standard depreciation calculations.
 - (2) If the equipment or real property is approved to be retained by the CONTRACTOR, and the equipment or property has a fair market value of at least \$5,000.00, the CONTRACTOR shall reimburse the DEPARTMENT, in an amount based on the federal pro rata share of the original cost, equal to the current fair market value of the equipment or property. The fair market value must be based upon two (2) independent objective appraisals. These appraisals must be approved by the DEPARTMENT.
 - (3) If the equipment or real property is approved to be sold, it shall be advertised and sold at the highest price obtainable at public sale or via sealed bids. All sales of property or equipment must be consistent with State laws. The DEPARTMENT may authorize the expenses of the sale to be deducted from the proceeds. The proceeds derived from the sale of real property or equipment may be retained by the CONTRACTOR as long as such proceeds are used to support the transportation project approved by the DEPARTMENT. Otherwise the CONTRACTOR shall reimburse the DEPARTMENT its pro rata share of the net proceeds, based on the pro rata share of the original cost.

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- b. To request disposal of real property or equipment that has reached its end of useful life, the CONTRACTOR must make a written request of a declaration of end of useful life to the DEPARTMENT. Requests for end of useful life must be made in such a manner and format as required by the DEPARTMENT in the approved program procedures manual or policy statements.
- c. The CONTRACTOR shall be responsible to the DEPARTMENT for full compliance with all provisions of State laws, 2 CFR Part 200 as amended and the "Common Grant Rule" for property disposition, and all other applicable laws, rules and regulations.

Section 15. Contract Changes. Modifications, changes or amendments to this Contract may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this Contract must be in writing and signed by both parties hereto.

Section 16. Compliance with Applicable Laws, Regulations and Certifications. The CONTRACTOR shall, in providing these services, comply with all federal and state laws, licensing standards and other regulations applicable to the provision of these services.

Section 17. Responsibility for Claims and Liabilities. The CONTRACTOR shall indemnify, defend and hold harmless the DEPARTMENT and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense (including, but not limited to, any type of environmental claim, loss, damage cost charge or expense) arising out of any negligent act, actions, neglect or omission by the CONTRACTOR, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which DEPARTMENT or said parties may be subject.

CONTRACTOR'S obligation to indemnify, defend, and pay for the defense, or at the DEPARTMENT'S option, to participate and associate with the DEPARTMENT in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations shall be initiated by the DEPARTMENT'S notice of claim for indemnification to CONTRACTOR. The CONTRACTOR'S evaluation of liability, or its inability to evaluate liability, shall not excuse CONTRACTOR'S duty to defend. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the DEPARTMENT entirely responsible shall excuse performance of this provision by the CONTRACTOR. In such case DEPARTMENT 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 DEPARTMENT agrees to notify CONTRACTOR as soon as practicable after receipt or notice of any claim involving CONTRACTOR. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

The DEPARTMENT shall have no liability for any claim or claims or any threatened claim or threatened claims of any nature, including without limiting the generality of the foregoing provisions, consequential, special, or other damages.

Section 18. Disputes. Any dispute concerning a question of fact in connection with the PROJECT which is not disposed of by agreement shall be arbitrated by the Executive Director of the Department or such person as the Executive Director may designate on behalf of the Transportation

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Commission. The decision of the Executive Director or his/her designee shall be final and conclusive, unless within 15 days from the date of receipt of the decision, the CONTRACTOR submits a written request for review of the decision. In that event, the CONTRACTOR shall be provided an opportunity to be heard on the review and offer evidence in support of the CONTRACTOR'S position regarding the decision. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction to be unlawful for the reason it was not supported by any substantial evidence, was fraudulent or capricious. Until a final determination is made, the CONTRACTOR shall proceed forthwith with the performance of the CONTRACTOR'S duties under the contract pursuant to the Executive Director's decision.

Section 19. Termination of Contract Agreement. This Contract Agreement may be terminated at any time by mutual consent of both parties. The CONTRACTOR may terminate its participation in the PROJECT by notifying in writing and receiving the concurrence of the DEPARTMENT forty-five (45) days in advance of the termination. The DEPARTMENT may terminate the Contract Agreement by giving the CONTRACTOR fifteen (15) days advance written notice in the event of determination by the DEPARTMENT of nonperformance or any breach of any terms of the contract agreement by the CONTRACTOR. The DEPARTMENT, before issuing written notice of Contract Agreement termination, may allow the CONTRACTOR forty-five (45) days to correct the problems identified. If the DEPARTMENT makes the determination that this Contract Agreement should be terminated due to (a) insufficient performance, (b) a violation of Section 4 of this contract, or any other provision, or (c) a misuse of the funds or equipment provided under this Contract Agreement, then it is agreed that this Contract Agreement shall be terminated upon fifteen (15) day notice in writing from the DEPARTMENT to the CONTRACTOR. The CONTRACTOR shall be entitled to receive compensation for eligible expenses approved by the DEPARTMENT, prior to receiving the termination notice.

CONTRACTOR'S termination of any services heretofore approved through this Contract Agreement requires prior written notification to the DEPARTMENT and DEPARTMENT concurrence and that, at a minimum, CONTRACTOR shall provide thirty (30) days written notice of termination of services published in a newspaper having local circulation, and shall post on all Project vehicles and mail to subcontractors and provide to all passengers such written notice of termination of services.

The DEPARTMENT shall have the absolute right to terminate the project contract at any time, for any reason, and in such event the DEPARTMENT'S obligations and liability hereunder shall be limited solely to payment of any compensation due CONTRACTOR as stated in this Section.

Section 20. Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract Agreement or to any benefit arising therefrom.

Section 21. Prohibited Interest. No member, officer, or employee of the DEPARTMENT or of the CONTRACTOR shall have any interest, direct or indirect, in this Contract Agreement or the proceeds therefrom.

Section 22. Identification of Documents. All published reports and other documents completed as a part of this Contract Agreement, other than documents exclusively for internal use by the parties hereto, must contain the following disclosure on the inside front cover:

"This document is disseminated under the sponsorship of the U.S. Department of Transportation in the interest of information exchange. The United States

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Government nor the Mississippi Department of Transportation assumes no liability for the contents or use thereof".

Section 23. Public Notice Process for Fare/Service Changes. The CONTRACTOR agrees to develop and implement a process to inform the public prior to raising fares, restructuring or terminating transit services. Such a process must include at least the following:

- a. A thirty (30) day written prior notice must be published in at least one newspaper of general circulation, once each week for three consecutive weeks.
- b. Written notice posted daily for at least fifteen (15) days in locations visible to passengers on each vehicle that services the route.
- c. Notification of service change in media or formats that are accessible to ADA eligible riders that are certified by the Project's certification procedures. Notification must be made at least once each week for thirty (30) days.
- d. The DEPARTMENT must be advised in writing and provide written concurrence of any discontinuation of route or service type. Such notice should be provided forty-five (45) days in advance, but must be given at least thirty (30) days prior to the termination of service.
- e. Written notice of at least thirty (30) days must be given to all sub-contractors that have entered into a purchase of service agreement with the contractor.
- f. Service area expansions may be subject to notification and approval requirements of the Mississippi Public Service Commission.

Section 24. Civil Rights. During the performance of this Contract Agreement, the CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- a. **Compliance with Regulations:** The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, the Regulations of the UNITED STATES DEPARTMENT of TRANSPORTATION (USDOT) relative to nondiscrimination in federally assisted programs (Title 49, Code of Federal Regulations, Part 21 & 23 and 25-28 as amended, hereinafter referred to as the REGULATIONS), and Assurances pursuant thereto which are herein incorporated by reference and made a part of this contract.
- b. **Nondiscrimination:** The CONTRACTOR, with regard to the work performed during the contract, shall not discriminate on the grounds of sex, age, race, religion, color, disability or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Part 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontract, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or

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supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this Contract Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.

- d. Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the DEPARTMENT or FTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the DEPARTMENT or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Non-compliance: In the event the CONTRACTOR'S non-compliance with the nondiscrimination provisions of this Contract Agreement, the DEPARTMENT shall impose such contract sanctions as provided by law and as it or FTA may determine to be appropriate, including, but not limited to:
- (1) withholding or discontinuing further reimbursements, other funding and/or
 - (2) cancellation, termination or suspension of the Contract Agreement, in whole or in part.
- f. Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraph (a) through (e) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the DEPARTMENT or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the DEPARTMENT, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.
- g. Disadvantaged Business Enterprise (DBE): It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 CFR, Part 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 "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs for United States Department of Transportation Assisted Contracts".

Neither the CONTRACTOR nor any sub-recipient or sub-contractor shall discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONTRACTOR to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such

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other remedies as the Mississippi Department of Transportation deems appropriate. The following provisions are applicable:

- (1) The CONTRACTOR shall be responsible for meeting the applicable regulations regarding participation by Disadvantaged Business Enterprises (DBE) in the Department of Transportation programs set forth in 49 CFR, Part 26, or any revision or supplement thereto. Pursuant to the requirements of 49 CFR, Part 26, the following statements regarding disadvantage business enterprises are included in, and made a part of this Contract Agreement:
 - (a) Policy. It is the policy of the United States Department of Transportation (USDOT) and the DEPARTMENT that disadvantaged business enterprises as defined in 49 CFR, Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract Agreement. Consequently the DBE requirements of 49 CFR, Part 26 apply to this Contract Agreement.
 - (b) DBE Obligation. The DEPARTMENT and the CONTRACTOR agree to ensure that disadvantaged business enterprises as defined in 49 CFR, Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this contract agreement.

In this regard the DEPARTMENT and the CONTRACTOR shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts that relate to this Contract Agreement. The DEPARTMENT and CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts using Section 5310 funds.

- (2) As a condition of assistance, the DEPARTMENT has submitted and received approval of a Disadvantaged Business Enterprise Program (DBE), that was developed consistent with guidance contained in the Federal Register 49 CFR, Part 26 "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs; Final Rule", dated February 2, 1999 (herewith incorporated by reference and set forth as Exhibit G). This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance contract agreement. Upon notification to the CONTRACTOR of its failure to carry out the approved program, the DEPARTMENT shall impose such sanctions as noted in 49 CFR, Part 26, which sanctions may include termination of the agreement or contract by the CONTRACTOR or such remedy as the CONTRACTOR deems appropriate.
- (3) The CONTRACTOR shall advise each recipient, contractor, and subcontractor that failure to carry out the requirements set forth in 49 CFR, Part 26 shall constitute a breach of contract and, after the notification to the DEPARTMENT, may result in termination of the agreement or contract by the CONTRACTOR or such remedy as the CONTRACTOR deems appropriate.

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- (4) The CONTRACTOR shall take action concerning DBEs as follows:
- (a) The CONTRACTOR shall not exclude DBEs from participation in business opportunities by entering into long-term, exclusive agreements with non-DBEs for operation of major transportation-related activities, for the provision of goods and services to the facility or to the public on the facility.
 - (b) A CONTRACTOR that is required to submit affirmative action programs under 49 CFR, Part 26 that has business opportunities for leases shall submit to the DEPARTMENT for approval their programs' overall goals for the participation as lessees of firms owned and controlled by disadvantaged persons. These goals shall be for a specified period of time and shall be based on the factors listed in 49 CFR, Part 26. The CONTRACTOR shall review these goals at least annually, and whenever the goals expire. The review shall analyze projected versus actual DBE participation during the period covered by the review and any changes in factual circumstances affecting the selection of goals. Following each review, the CONTRACTOR shall submit new overall goals to the DEPARTMENT for approval. A CONTRACTOR that fails to meet its goals for DBE lessees shall demonstrate to the DEPARTMENT in writing that it made reasonable efforts to meet the goals.
 - (c) Except as provided in this section, the CONTRACTOR is required to include lessees in affirmative action programs. Lessees themselves are not subject to the requirements of the Part 26, except for the objective of 49 CFR, Part 26 to avoid discrimination against DBEs.

Section 25. Equal Employment Opportunity. In connection with the execution of this Contract Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex age, disability, or national origin. The CONTRACTOR shall comply with Executive Order 11246 as amended by Executive Order 11375, and as supplemented by DOL regulations (41 CFR, Part 60) and shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex age, disability, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

Section 26. Section 504 and ADA Requirements. The CONTRACTOR shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (P.L. 93.112, 29 U.S.C. 794 et seq.); the Americans with Disabilities Act of 1990 (P.L. 101-336, 42 U.S.C 12101 -12213), the Regulations of the United States Department of Transportation issued thereunder (49 CFR, Part 27), the Americans with Disabilities Act of 1990 (ADA) (49 CFR, Parts 27, 37 and 38) and the Assurance by the CONTRACTOR pursuant thereto, including any amendments.

Section 27. Immigration Reform and Control Act of 1986. The CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, **Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008)**, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State

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*of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CONTRACTOR agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. CONTRACTOR further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. CONTRACTOR understands and agrees that any breach of these warranties may subject CONTRACTOR to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to CONTRACTOR by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, CONTRACTOR would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit. As of July 1, 2008, the CONTRACTOR is required to provide to the Mississippi Department of Transportation ("MDOT") a Certification and Agreement (**Exhibit G**) prior to the execution of the contract. The CONTRACTOR is solely responsible for compliance with the requirements of the Mississippi Employment Protection Act.*

It is agreed by the parties that no person employed by the CONTRACTOR pursuant to the provisions hereof will be considered an agent or employee of the DEPARTMENT or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this agreement is intended nor shall it be construed to give rise to a third party beneficiary claim on the person of entity not a party hereto.

Section 28. Section 13(c) Labor Standards. In connection with the execution of this contract, the CONTRACTOR shall protect the interest of employees affected by federal assistance as part of the Project, as provided by Section 13(c) of the Federal Transit Act of 1991, and 49 U.S.C. 5333 (b) as amended, and the assurance by the CONTRACTOR pursuant thereto. The CONTRACTOR shall be financially responsible for the application of the conditions of Section 13(c).

Section 29. Other Labor Provisions. The CONTRACTOR shall be responsible for meeting the statutory and regulatory provisions of the "Contract Work Hours and Safety Standards Act", including, but not limited to meeting the statutory requirements of 40 U.S. C. 3701 et seq. and 40 U.S.C. 3141 et seq. as amended, as amended and regulations set forth at 29 CFR Parts 4, 5, 6 and 70 through 240, as amended for non-construction contracts of \$2,500 or more that involve the employment of mechanics or laborers. Pursuant to the requirements of 40 U.S.C. 3701 et seq., as amended 40 U.S.C. 3141 et seq. as amended and the regulations set forth at 29 CFR Parts 4, 5, 6 and 70 through 240, as amended, the following statements are made part of this Contract Agreement:

a. **Overtime Requirements.** No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

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b. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the CONTRACTOR and any subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages which shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR, Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.

c. **Withholding for Unpaid Wages and Liquidated Damages.** USDOT or the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR, Section 5.5.

d. **Non-construction Grants.** The CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of USDOT and the Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

e. **Subcontracts.** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs a. through e. of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs a. through e. of this paragraph.

Furthermore, the CONTRACTOR is responsible for providing Worker's Compensation for its employees.

Section 30. Environmental Regulation. The CONTRACTOR agrees (on projects with cost in excess of \$100,000) to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606, Section 508 of the Clean Water Act (33 U.S.C. 1368, Executive Order 11738 and Environmental Protection Agency regulations (40 CFR), and any amendments thereto. All violations shall be reported to the DEPARTMENT and to the U.S.E.P.A. Assistant Administrator for enforcement (EN-329).

Section 31. Energy Efficiency. The CONTRACTOR agrees to recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy

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Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163) and any amendments thereto.

Section 32. Settlement of Third Party Contract Disputes or Breaches. FTA has a vested interest in the settlement of disputes, defaults, or breaches involving Section 5310 federally assisted third party contracts. FTA retains a right to a proportionate share, based on the percentage of the federal share committed to the Project, of any proceeds derived from any third party recovery. Therefore, the CONTRACTOR shall avail itself of all legal rights available under any third party contract. The CONTRACTOR shall notify the DEPARTMENT of any current or prospective litigation pertaining to any third party contract. The DEPARTMENT and FTA reserves the right to concur in any compromise or settlement of the CONTRACTOR'S claim(s) involving any third party contract, before making Federal assistance available to support that settlement. If the third party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the Project account involved unless the DEPARTMENT and FTA permit otherwise.

Section 33. Private Sector Participation. The CONTRACTOR agrees to abide by the private sector participation guidance contained in the FTA's private sector policy of October 22, 1984 and any amendments thereto, and the DEPARTMENT'S State Management Plan to ensure that private for-profit, private non-profit and other public agencies are provided reasonable notice to present their views concerning local plans, program and projects.

- a. The CONTRACTOR shall provide information necessary for the DEPARTMENT to make the required assurance to the FTA; and
- b. The CONTRACTOR must develop and implement a local private sector participation procedure that includes defined complaint procedures and is consistent with the requirements of the DEPARTMENT'S State Management Plan.

Section 34. Ethics. The CONTRACTOR shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds. Such code or standards shall provide that no employee, officer, or agent of the CONTRACTOR shall participate in the selection, or in the award, or in the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- (a) the employee, officer, or agent;
- (b) any member of his or her immediate family;
- (c) his or her partner; or
- (d) an organization that employs, or is to employ, any of the above.

The code or standards shall also provide that the CONTRACTOR'S officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from subcontractors, potential subcontractors, or parties to the subcontracts. The CONTRACTOR may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State, Federal or local law, policies, rules and regulations, such code or standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such code or standards by the CONTRACTOR'S officers, employees, or agents, or by subcontractors or their agents.

Section 35. Effective Date. The effective date of this Contract Agreement shall be the date identified in the period of performance as defined in Section 3 of this contract agreement.

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Section 36. Bonding. Along with this contract, the applicant shall file with the DEPARTMENT a copy of its Fidelity Bond or a Certified Letter acknowledging that a Fidelity Bond is in effect covering the CONTRACTOR against the loss of money and securities or other properties in the amount of at least \$50,000, prior to the inception of this Contract Agreement.

Section 37. Certification Regarding Suspension and Debarment. The undersigned CONTRACTOR certifies herein and by Certification attached hereto as part of Exhibit A and incorporated herein by reference to the best of his or her knowledge and belief that 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 (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.

Section 38. Certification Regarding Lobbying.

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making 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.
- b. 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned CONTRACTOR shall require that the language of this certification be included in the contracts and/or agreements at all tiers (including subcontracts,

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sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Section 39. Governing Law. This Contract Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in a court of competent jurisdiction in Hinds County, State of Mississippi. CONTRACTOR expressly agrees that under no circumstances shall the DEPARTMENT be obligated to pay an attorney's fee for the cost of legal action to or on behalf of the CONTRACTOR.

Section 40. Program Fraud and False or Fraudulent Statements or Related Acts.

(a) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 *et seq.* and U. S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of this Contract Agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

(b) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the DEPARTMENT or the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307 as amended, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307 as amended on the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Section 41. Federal Changes. CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to comply shall constitute a material breach of this contract.

Section 42. Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated March 13, 2013 as amended, are

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hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any DEPARTMENT requests which would cause the CONTRACTOR to be in violation of the FTA terms and conditions.

Section 43. State and Local Law Disclaimer. Since many of the clauses which are suggested for use by the CONTRACTOR in its procurement documents are affected by both state and federal law requirements, the CONTRACTOR understands that it should consult with its attorney in order to assure appropriate legal guidance regarding the preparation and wording of any of the legal documents it enters pursuant to this Contract Agreement, including, but not limited to, its procurement documents.

Section 44. Substance Abuse. The CONTRACTOR agrees to comply with Federal Transit Administration regulations concerning substance abuse as follows:

- a. The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR, Parts 655, produce any documentation necessary to establish its compliance and permit any authorized representative of the Department of the USDOT or the DEPARTMENT to inspect the facilities and records associated with the implementation of the program as required under 49 CFR, 655.
- b. The CONTRACTOR further agrees to certify annually its compliance with 49 CFR 655 at such time and in such format as the DEPARTMENT may require.

Section 45. Certifications and Assurances. Certifications and Assurances executed by the CONTRACTOR are attached hereto as a part of Exhibit A (attached hereto and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures).

Section 46. No Government Obligation to Third Parties. The CONTRACTOR acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in our approval of the solicitation or award of the underlying contract:

- a. Absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities of the CONTRACTOR pertaining to any matter resulting from the underlying contract.
- b. The CONTRACTOR agrees to include the above clause in each subcontract funded in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor.

Section 47. Buy America. The CONTRACTOR agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661 as amended, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 70 percent domestic content.

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A bidder or offeror must submit to the CONTRACTOR the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Section 48. Charter Service Operations. The CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604 as amended, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be "incidental," it must not interfere with or detract from the provision of mass transportation.

Section 49. School Bus Operations. Pursuant to 49 U.S.C. 5323(f) and 49 C.F.R. Part 605 as amended, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

Section 50 Recycled Products-Recovered Materials. The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 13693, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 51. Notification of Federal Participation. To the extent required by law, in the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the CONTRACTOR agrees to specify the amount of Federal assistance intended to be used to finance that acquisition and to express that amount of that Federal assistance as a percentage of the total cost of that third party contract.

Section 52. Entire Agreement. This contract constitutes the sole and entire Agreement between the DEPARTMENT and the CONTRACTOR with respect to the project hereof and supersedes any and all prior agreements, discussions and negotiations between the DEPARTMENT and the CONTRACTOR.

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IN WITNESS WHEREOF, this Contract Agreement has been executed by the DEPARTMENT, an agency of the State of Mississippi, and by the CONTRACTOR, and is the requisite authorization for the individuals executing this contract agreement to execute and bind the parties hereto.

City of Long Beach
2024-2025 5310 Contract
Agreement #76-0016-24-804
\$0.00

George L. Bass
Executive Director

10-2-24
Date

George L. Bass
Typed/Printed Name

Stacey Dahl
Attest

10/2/24
Date

Stacey Dahl
Typed/Printed Name

MISSISSIPPI TRANSPORTATION COMMISSION

By the duly authorized Executive Director of the Mississippi Department of Transportation

Brad White
Executive Director
Mississippi Department of Transportation

Date

Book Page

Attest

Date

Typed/Printed Name

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"ANNUAL CERTIFICATION OF USE OF PROJECT EQUIPMENT & FACILITIES" 2024-2025

Name of Organization: City of Long Beach

Contract Number: #76-0016-24-804

1. Is the equipment acquired under the Section 5310 program continuing to be used for which the application was approved?
Yes No
2. Does the equipment exceed that which is needed for transit operation?
Yes No
3. During the past twelve months, has any equipment been sold, damaged or otherwise taken out of service?
Yes No
4. Are local contributions adequate to maintain the equipment/facilities?
Yes No
5. Has the equipment been maintained in accordance with the manufacturer's and/or the Department's recommended maintenance schedule and in conformance with warranty requirements?
Yes No
6. Has any project equipment/facilities been obligated through lease, pledge, mortgage, lien or other contract that affects the federal interest?
Yes No

6a. If yes, please attach a detailed explanation

If you answered "no" on questions 1 or 5, or "yes" on questions 2, 3 or 4 please attach an explanation(s) for each item.

Please itemize each Section 5310 vehicle in your agency's possession:

(You may attach a copy of the signed inventory, if necessary)

Vehicle Size	Year	Make	Serial Number (VIN)	DOT Number	Lift	In Service
						Yes No
F 450	2019	Ford	1FDFF4F54KD03803	C4756		<input checked="" type="checkbox"/> <input type="checkbox"/>
						<input type="checkbox"/> <input type="checkbox"/>
						<input type="checkbox"/> <input type="checkbox"/>
						<input type="checkbox"/> <input type="checkbox"/>
						<input type="checkbox"/> <input type="checkbox"/>
						<input type="checkbox"/> <input type="checkbox"/>

SIGNED: George A. Row DATE: 10/2/24

P:\CONTRACTS\Section 5310 Contracts\Annual Cert Use of Proj-Equip Form 2024-2025

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EXHIBIT H

Name: City of Long Beach

EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission, Department of Employment Security, State Tax Commission, Secretary of State and 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 MTC 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 MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subcontractor(s) verification of compliance with the Mississippi Employment Protection Act on the provided MDOT approved form. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC at the time such subcontractor(s) is retained for the benefit of the MTC or this Contract.

413297

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: *George L. Bass*
Authorized Officer or Agent

10-2-24
Date

George L. Bass
Printed Name of Authorized Officer or Agent

Mayor
Title of Authorized Officer or Agent of Contractor

SWORN TO AND SUBSCRIBED before me on this the 2 day of Oct, 2024.



Stacy Dahl
NOTARY PUBLIC
My Commission Expires: 12/5/27

*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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Mayor and Board of Aldermen**

Alderman Johnson made motion seconded by Alderman Bennett to approve the following Special Event Application submitted by Susie & Butch Tillson for Long Beach Artist & Artisan Market (LBAAM). After discussion, Alderman Brown made substitute motion seconded by Alderman Johnson and unanimously carried to approve the following application pending insurance submission and allow the LBAAM to be located on City Property within the Town Green until they receive approval from the Long Beach School District.

September 26, 2024

**CITY OF LONG BEACH MS.
MAYOR AND BOARD OF ALDERMAN**

P.O. BOX 929, 201 JEFF DAVIS AVE. LONG BEACH,
MS. 39560

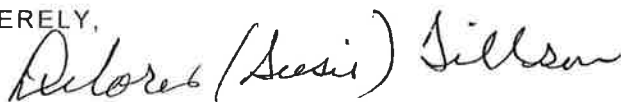
Dear Madam and Sirs,

In the event that the LONG BEACH ARTIST & ARTISAN MARKET (LBAAM) does not receive approval from the Long Beach School Board for use of the green space on the Town Green where the L.B. Farmers Market normally sets up on Saturdays, it has been suggested that the LBAAM move on to City controlled space by the gazebo.

If this move occurs, we are asking that in exchange for each vendor paying a \$20 yearly privilege license, that the Board of Alderman would waive the weekly rental fee for the use of the area. This would greatly reduce the fiscal risk to both us as organizers and the Artists and Artisans in the market.

If there are any questions, please reach out to us at your convenience. We will be attending the next public meeting on October 1 as well.

SINCERELY,



SUSIE & BUTCH TLLSON
LONG BEACH ARTIST & ARTISANS MARKET
TEL; 228-669-1540
EMAIL: LBARTISTSANDARTISANS@GMAIL.COM

**Minutes of October 1, 2024
Mayor and Board of Aldermen**



SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: 8/30/24 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: Long Beach Artist and Artisan market

Please give a brief description of the proposed event:

A Sunday afternoon event for Artist & Artisan's to sell their products. Gives people a family friendly outing in Long Beach. This is for True Artist & Artisan's, all handmade products.

Event Day Date (s): Sunday Afternoons Event Time (s): 11:00am - 4:00pm

Set-Up Date & Time: 9:00am Sunday's Tear-Down Date & Time: 4:00pm Sunday's

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

Event Location Description: Set-up along sidewalk on E. 3rd St.

Sponsoring Organization's Legal Name: _____

Organization Agent: Delores Tillson

Phone: 228-669-1540 Home: same Cell: same During Event

Agent's Address: 7288 Turner Rd. Long Beach, MS 39560

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

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

How many years has this event occurred? Brand New 0 years

Adopted by MSOA 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: _____ Through Date/Time: _____

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

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

*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 receptacles in the immediate area of the event venue and then identify the

Adopted by MBOA 03/19/24

Minutes of October 1, 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.)

None

→ Forthcoming

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.

8-29-2024

Patricia Sillson

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

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Event Title: Long Beach Artist and Artisan Market

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: Forthcoming

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

APPROVED
SEP 03 2024
By: MBA KF

Adopted by MBO: 03/19/24

Minutes of October 1, 2024
Mayor and Board of Aldermen

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

APPROVED
SEP 03 2024
Sunday Afternoons
Artist & Artisans
Market
11:00am - 4:00pm
Year Round
Sidewalk on E. 3rd
(Same as farmer's market)

Bob Paul / MBA KH
228-669-7601

Group / Individual Name (Permit tee):

Delores Tillson

Telephone Number: 228-669-1540

Street Address: 7288 Turner Rd.

City Long Beach State MS Zip 39560

Type of Event: Artist and Artisan Market

Start Time: 11:00 am

Closing Time: 4:00 pm

Every Sunday
Year Round

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

Sidewalk on E. 3rd St @ Town Green

(Date) To begin ASAP - "on Town Green property"

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

Signature Delores Tillson

Date: 8/29/2024

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of October 1, 2024
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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 Delores Tillson, 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 30th day of August, 2024.

Authorized Signature Delores Tillson

Witness [Signature]

**Minutes of October 1, 2024
Mayor and Board of Aldermen**

LONG BEACH TOWN GREEN RULES AND REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

Initial DT

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Minutes of October 1, 2024
Mayor and Board of Aldermen

FEES:

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

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

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

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

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

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

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

Initial 01

~ 4 ~

Minutes of October 1, 2024
Mayor and Board of Aldermen

Alderman Johnson made motion seconded by Alderman Brown and unanimously carried to approve the following Special Event Application submitted by Carnival Association of Long Beach for Mardi Gras Parade:

February 22, 2024
Saturday
Mardi Gras Parade
6:00 pm - 9:00 pm
Downtown



SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: 9/16/24 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: 2025 Carnival Association of LB Parade

Please give a brief description of the proposed event:

annual night parade

Event Day Date (s): 2/22/25 Event Time (s): 6 PM

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

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

Event Location Description: city roads

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

Organization Agent: Chris Boudreaux

Phone: _____ Home: _____ Cell: 228-547-8439 During Event

Agent's Address: _____

Agent's E-mail Address: _____

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

How many years has this event occurred? _____

Adopted by MBOA 03/19/24

Minutes of October 1, 2024 Mayor and Board of Aldermen

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

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

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

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

*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? @ line up

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

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 receptacles in the immediate area of the event venue and then identify the

Adopted by MBQA 03/19/24

Minutes of October 1, 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.)

police dept.

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.

9/9/24 Jordan Seal

Date

Signature of Sponsoring Organization's Agent

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


Adopted by MBOA 03/19/24

Minutes of October 1, 2024
Mayor and Board of Aldermen



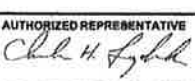
On Mon, Sep 16, 2024 at 3:19 PM Jordan Seal <jordanrae412@gmail.com> wrote:
Here is a copy of our parade route and insurance for CALB Jeep a Gras parade.

Minutes of October 1, 2024
Mayor and Board of Aldermen

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 9/9/2024
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 Acentria Insurance - Arde 750 East Pass Road Gulfport MS 39507-3303		CONTACT NAME: Mary Gandy PHONE (A/C No. Ext.): 4436157726 FAX (A/C No.): E-MAIL ADDRESS: mary.gandy@acentria.com		
License# L100460 CARNASS-01		INSURER(S) AFFORDING COVERAGE INSURER A: Mount Vernon Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 26522
INSURED Carnival Association of Long Beach PO Box 120 Long Beach MS 39560				

COVERAGES		CERTIFICATE NUMBER: 1089693149			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.						
INBR LTR	TYPE OF INSURANCE	ADDITIONAL INSD. W/O	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	NBP25515221	9/9/2024	9/9/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED 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 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 \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Long Beach is named as Additional Insured in regards to the General Liability Policy per written contract.

CERTIFICATE HOLDER City of Long Beach 201 Jeff Davis Avenue 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 October 1, 2024
Mayor and Board of Aldermen

Alderman McGoey made motion seconded by Alderman Johnson and unanimously carried to approve the following Special Event Application submitted by Carnival Association of Long Beach for Jeep-a-Gras parade:



November 23, 2024
Saturday
Jeep a Gras Parade
6:00pm - 9:00pm
Downtown

SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: 11/16/24 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: 2024 Jeep a Gras

Please give a brief description of the proposed event:

Jeep parade through city streets

Event Day Date (s): 11/23/24 Event Time (s): 6PM

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

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

Event Location Description: City Streets

Sponsoring Organization's Legal Name: CARNIVAL ASSOCIATION OF LONG BEACH

Organization Agent: Jordan Seal

Phone: _____ Home: _____ Cell: 228-234-7209 During Event

Agent's Address: P.O. Box 120 Long Beach, MS 39060

Agent's E-mail Address: _____

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

How many years has this event occurred? 3

Adopted by MCDA 3/14/24

Minutes of October 1, 2024 Mayor and Board of Aldermen

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

STREET CLOSURES: Start Date/Time: 5:30 Through Date/Time: ?

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

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

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

*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? 2 at line up

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

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 receptacles in the immediate area of the event venue and then identify the

Adopted by MINOA 05/19/24

Minutes of October 1, 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.)

police dept.

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.

9/9/24

Jordan Saei

Date

Signature of Sponsoring Organization's Agent

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

Adopted by MWD 03/10/21

Minutes of October 1, 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: *W* Recommended Approval: YES NO Est. Economic Impact: \$ *0*

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

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

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

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

Have businesses been notified for street closures?: YES NO

Reason for disapproval:

Any special requirements/conditions:

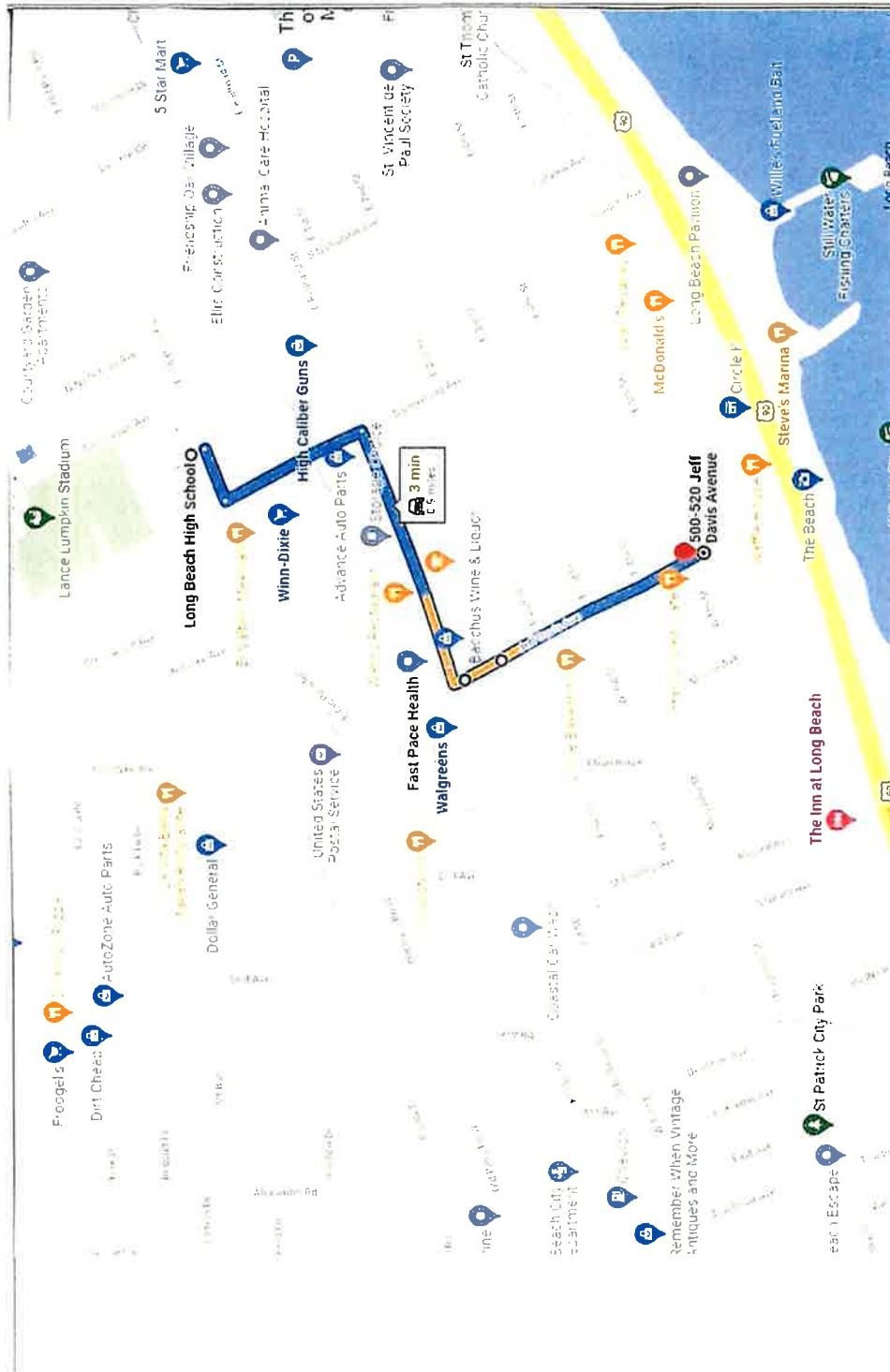
Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____


Adopted by MBGA 03/19/24

Minutes of October 1, 2024 Mayor and Board of Aldermen



Minutes of October 1, 2024 Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Request for Mississippi Tidelands Trust Fund Program and authorize the Mayor to execute same:



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY 2021

Public Access Managed Project

Official Use Only
Project Number: _____
Average Merit Score: _____
Requesting Agency: _____

PROJECT SUMMARY

<p>1. Title of Project: <i>red outlines indicate required fields</i> FY2021 - Long Beach Pavilion</p> <p>2. Location of Project: At the Long Beach Pavilion and near the recently construction volleyball courts, south of US Hwy. 90 and east of Cleveland Ave.</p> <p>3. Requesting Agency: City of Long Beach</p> <p>4. Requesting Agency Representative:</p> <p>a. Name: George Bass b. Phone: 228.863.1556 c. Fax: 228.865.0822 d. Address: P.O. Box 929, Long Beach, MS 39560 e. Email: mayor@cityoflongbeachms.com</p> <p>5. Project Manager:</p> <p>a. Name: David Ball, P.E., City Engineer b. Phone: 228.967.7137 c. Fax: d. Address: 161 Lameuse St., Suite 203, Biloxi, MS 39530 e. Email: david@overstreeteng.com</p>	<p>6. Funding Requested: \$ 40,000.00</p> <p>7. Matching Funds:</p> <p>8. Source of Matching Funds:</p> <p>9. Total Project Funds: \$ 40,000.00</p>
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Minutes of October 1, 2024
Mayor and Board of Aldermen



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2021

PROJECT SUMMARY

10. Provide Brief Project Description/Overview:

The City of Long Beach requests funds for the construction of bleachers at the Long Beach Pavilion to serve the new volleyball courts constructed on the sand beach south of US Hwy. 90 and east of Cleveland Ave.


11. LIST Project Goals/Objectives:

- 1 - Enhance the public experience and enjoyment of Tidelands areas on the sand beach
- 2 - Improve the function and service of the recently constructed volleyball courts

12. LIST Project Benefits:

- 1 - Enhance public access and use of Tidelands areas

**Minutes of October 1, 2024
Mayor and Board of Aldermen**



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY 2021

PROJECT SUMMARY

13. LIST Project Tasks:

Construct or install bleachers to serve as seating around the new volleyball courts near the Long Beach Pavilion. This will be accomplished by:

- 1 - identifying the locations & installation details
- 2 - procuring the material & construction costs following State procurement guidelines,
- 3 - complete the work

14. Project Timetable/Milestones:

- 1 - Complete preliminary & final design (4 months)
- 2 - Procure the work (2 months)
- 3 - Complete the work (3 months)

15. If this project has been funded previously through Tidelands Trust Fund indicate which fiscal years: (type N/A if not applicable)

N/A

16. Project Timing:

Short-term (3 years or less)
 Deferred/long-term (3 – 5 years)

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Mayor and Board of Aldermen



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY 2021

APPLICATION SUMMARY QUESTIONNAIRE

- 17. Is this a Multi-Phase Project? Yes No
- 18. Is any part of this project located on private property? Yes No
- 19. Is there an existing lease between the requesting agency and property owner? Yes No
- 20. If required, are the plans approved by the DMR Permitting Office? Yes No
- 21. Will this project enhance an existing water-dependent activity? Yes No
Identify the activity:

- 22. Does this project coordinate with other existing or planned projects? Yes No
Identify the project(s):

This seating area will serve the newly constructed volleyball courts near the Long Beach Pavilion.

- 23. Will this project involve impacting, filling, or dredging coastal wetlands? Yes No
If yes, what acreage: 0.01 acres

- 24. Identify the constituency or interest group(s) which this project will serve:

Public users of the Tidelands areas

- 25. Identify the service that this project will provide to the group(s) identified in 24:

Enhance their access and use of the amenities in the Tidelands areas

Minutes of October 1, 2024
Mayor and Board of Aldermen



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY 2021

APPLICATION SUMMARY QUESTIONNAIRE

26. Project Category:

(more than one may apply)

- Conservation
- Reclamation
- Preservation
- Acquisition
- Education
- Public Access
- Public Improvement
- Other (Identify)

27. Current status of architectural/
engineering plans & specifications
for this project (if applicable):
(check one from each group)

- Group 1:
- Completed
 - In Progress
 - Ready to Bid
 - Other (identify)

Conceptual

- Group 2:
- Paid for
 - Funds budgeted
 - Funds not budgeted

28. Categorize the benefits from 12:

- Environmental
- Economic
- Safety
- Public
- Other (Identify)

29. Have other State or Federal funding
sources been identified for the project?

- Yes
- No

If yes, identify:

30. In what way does this project meet the goals and objectives of the Department of Marine Resources and the Secretary of State's Office, which include enhancing, protecting, conserving and providing public access to tidelands affected areas?

This project will enhance the Tidelands areas by providing seating around the new volleyball courts.

Minutes of October 1, 2024
Mayor and Board of Aldermen



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY 2021

APPLICATION SUMMARY

31. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

This project is for the construction of bleachers and a small pavilion at the volleyball courts recently constructed near the Long Beach Pavilion. This will enhance the public's use of and access to the Tidelands areas by providing comfortable seating near the volleyball courts. This will be accomplished by installation of several "bleacher" pods. The bleachers will be selected to be durable in the environment and could be permanently mounted or installed to allow removal in advance of storm events.

Minutes of October 1, 2024
Mayor and Board of Aldermen



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY 2021

APPLICATION SUMMARY

32. Estimated number of years to completion: 1.5

33. Estimated Completion Date: 3/2026

34. Prioritize if your agency has submitted multiple projects

35. SIGNATURES

Project Manager:

George Brown
Signature

10-2-24
Date

Requesting Agency Representative:

Signature

Date

36. Attach project schematics or drawings as appropriate

*Progress notes must be submitted semi-annually on Public Access projects and DMR projects, and quarterly on Managed projects.

CLICK TO SUBMIT FORM TO tidelandsapp@dmr.ms.gov



**Before submitting application, please make sure to complete the Budget form on page 8.

Minutes of October 1, 2024
 Mayor and Board of Aldermen



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
 Request for Funding FY 2021

BUDGET

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Salaries, wages, Fringe						\$ 0 00
Travel						\$ 0 00
Architecture & Engineering	2500	2500				\$ 5,000 00
Legal						\$ 0 00
Consulting						\$ 0 00
Construction		5000				\$ 5,000 00
Site Work						\$ 0 00
Equipment		30000				\$ 30,000 00
Land Acquisition						\$ 0 00
Indirects						\$ 0 00
Other						\$ 0 00
Total	\$ 2,500.00	\$ 37,500.00	\$ 0 00	\$ 0 00	\$ 0 00	\$ 40,000 00

Funding Sources	Year 1	Year 2	Year 3	Year 4	Year 5	Total
*Tidelands Funding Reallocated (Project #: _____, Year _____)						\$ 0 00
**Tidelands Funding Awarded	40000					\$ 40,000 00
***Federal Grants Funding						\$ 0 00
***FEMA Funding						\$ 0 00
***MEMA Funding						\$ 0 00
***CDBG Funding						\$ 0 00
***In-Kind Donations						\$ 0 00
***Other						\$ 0 00
Total	\$ 40,000 00	\$ 0 00	\$ 0 00	\$ 0 00	\$ 0 00	\$ 40,000 00

Instructions:

1. If project will be completed in one year, complete only the "Year 1" budget column.
2. If project will be completed in two years, complete "Year 1" and "Year 2" columns.
3. Follow the same process as above for "Year 3", "Year 4", and "Year 5", if project will not be completed for 5 years.
4. *This should be completed only if you plan to reallocate existing funds to this project.
5. **This should only be completed if you were awarded funds in previous Tidelands year for other phases of this same project.
6. ***Refer only to matching funds secured for this project.

Minutes of October 1, 2024
Mayor and Board of Aldermen



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY 2021

LEGISLATIVE SUMMARY

1. Title of Project:

FY2021 - Long Beach Pavilion

2. Location of Project:

At the Long Beach Pavilion and near the recently construction volleyball courts, south of US Hwy. 90 and east of Cleveland Ave.

3. Requesting Agency:

City of Long Beach

6. Funding Requested:

\$ 40,000.00

7. Matching Funds:

8. Source of Matching Funds:

9. Total Project Funds:

\$ 40,000.00

10. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

This project is for the construction of bleachers and a small pavilion at the volleyball courts recently constructed near the Long Beach Pavilion. This will enhance the public's use of and access to the Tidelands areas by providing comfortable seating near the volleyball courts. This will be accomplished by installation of several "bleacher" pods. The bleachers will be selected to be durable in the environment and could be permanently mounted or installed to allow removal in advance of storm events.

Minutes of October 1, 2024
Mayor and Board of Aldermen



**Minutes of October 1, 2024
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Consultant Selection of Pickering Firm for Beatline Road Environmental Study, and authorize the Mayor to execute same:

City of Long Beach



October 1, 2024

Stephen Rone
Consultant Services Director
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215

REFERENCE: CONSULTANT SELECTION
Beatline Road Environmental Study
Project No. STP-9074-00(002)I.PA
Harrison County

Dear Mr. Rone,

With this letter the City of Long Beach (LPA) is requesting to use the Small Purchase Procedures as outlined in the Local Public Agency Consultant Operating Procedures for Professional Services, Section 2.2.1 Small Purchase Procedures.

The LPA has considered (3) three qualified firms Pickering Firm, Inc., Overstreet & Associates, and Compton Engineering. By our internal selection process, we have selected Pickering Firm as our Professional Services Consultant for Environmental Study services to assist us with this Project. The total costs for these services that will be utilizing federal funds for the Consultant selected are estimated to be less than the Federal Simplified Acquisition Threshold.

Thank you for your time and consideration. Please call me at 228-863-1556 if you have any questions, concerns or comments.

Sincerely,

George L. Bass
Mayor

cc: State LPA Engineer Mitchell Young, PE
LPA District Coordinator Chuck Starita, PE
LPA officials

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

Minutes of October 1, 2024
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Letter of Engagement with Right of Way Services for Pineville Road Sidewalk Improvements Phase II, and authorize the Mayor to execute same:

LETTER OF ENGAGEMENT
TO PROVIDE
RIGHT OF WAY SERVICES
FOR
CITY OF LONG BEACH, MISSISSIPPI
PINEVILLE ROAD SIDEWALK IMPROVEMENTS PHASE II
LPA 107918-711000

SEPTEMBER 19, 2024

Title Attorney – 7 @ \$725 for original title search, 20 @ \$275 for title update – total of \$10,575 by Pringle & Roemer and Pine Belt Land Title; (Assumes uncomplicated closings by Acquisition Agent. Attorney closing fee is \$1,250 per parcel and \$350 per hour for curative title.)

Appraisal – 4 @ \$2,800 for land only, land only of improved, and improved, and 13 @ \$1,100 for waiver valuations – total of \$25,500 by Global Valuation Services;

Appraisal review – 4 @ \$1,500 – total of \$6,000 by Jeb Stewart;

Appraisal for Court – \$750 for court update of appraisal, \$1,700 for waiver valuation to court appraisal, \$250 for court review memorandum, and \$175 per hour for preparation and testimony;

Acquisition, Project Management, and Closing - 17 @ \$4,000 – total of \$68,000 by Right of Way Technology;

Total Right of Way Services fees - \$110,075 + attorney costs and court costs at rates above if needed.

Right of Way services will be provided in accordance with MDOT's Local Public Agency Right of Way Operations Manual.

I certify that this letter of engagement is true, correct, and will remain in effect for completion of the services listed above, up to a period 18 months from the date of this letter.

Mark Dye
Right-of-Way Technology, Inc.
Mark Dye, President
593 Risher Road
Carthage, MS 39051
228-229-7477

Submitted to Kini Gonsoulin on September 19, 2024
kini@cityoflongbeachms.com

George L. Bass
Approved: City of Long Beach, MS

By: *George L. Bass*

**Minutes of October 1, 2024
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Letter of Engagement with Right of Way Services for Pineville Road Sidewalk Improvements Phase III, and authorize the Mayor to execute same:

**LETTER OF ENGAGEMENT
TO PROVIDE
RIGHT OF WAY SERVICES
FOR
CITY OF LONG BEACH, MISSISSIPPI
PINEVILLE ROAD SIDEWALK IMPROVEMENTS PHASE III
LPA / 108636-701000**

SEPTEMBER 19, 2024

Title Attorney – 3 @ \$725 for original title search, 3 @ \$275 for title update – total of \$3,000 by Pine Belt Land Title; (Assumes uncomplicated closings by Acquisition Agent. Attorney closing fee is \$1,250 per parcel and \$350 per hour for curative title.)

Appraisal – 3 @ \$3,000 for land only of improved – total of \$9,000 by Global Valuation Services;

Appraisal review – 3 @ \$1,500 – total of \$4,500 by Jeb Stewart;

Appraisal for Court – \$750 for court update of appraisal, \$1,900 for waiver valuation to court appraisal, \$250 for court review memorandum, and \$175 per hour for preparation and testimony;

Acquisition, Project Management, and Closing - 3 @ \$4,000 – total of \$12,000 by Right of Way Technology;

Total Right of Way Services fees - \$28,500 + attorney costs and court costs at rates above if needed.

Right of Way services will be provided in accordance with MDOT's Local Public Agency Right of Way Operations Manual.

I certify that this letter of engagement is true, correct, and will remain in effect for completion of the services listed above, up to a period 18 months from the date of this letter.

Mark Dye

Right-of-Way Technology, Inc.
Mark Dye, President
593 Risher Road
Carthage, MS 39051
228-229-7477

Submitted to Kini Gonsoulin on September 19, 2024
kini@cityoflongbeachms.com

George L. Bass

Approved: City of Long Beach, MS

By: *George L. Bass*

Minutes of October 1, 2024
Mayor and Board of Aldermen

Alderman McGoey made motion seconded by Alderman Frazer and unanimously carried to rescind action taken by the Board of Aldermen on September 17, 2024 to accept an offer from Shaw Homes, LLC to purchase 4th Street property for \$85,500 due to the offer not meeting fair market value.

* *

The following offer was ordered spread upon the minutes of this meeting in words and figures as follows:

Shaw Homes, LLC
Justin & Kristin Shaw
640 Klondyke Road
Long Beach, MS 39560


19 September 2024

Subject: Increased Offer on Parcel #0612G-02-006.000

Dear Mayor and Board of Alderman,

Please allow this correspondence to serve as my official offer to purchase parcel # 0612G-02-006.000, located at W 4th Street, Long Beach, MS for \$90,001. Although the city has already paid for the appraisals, I am willing to equally share costs if necessary.

Thanks in advance for your consideration.


JUSTIN W. SHAW

After considerable discussion, Alderman Brown made motion seconded by Alderman Frazer to accept the offer from Shaw Homes, LLC to purchase 4th Street property in the amount of \$90,001. In addition, Mr. Shaw will pay for half of the cost of appraisals.

The question being put to a roll call vote, the result was as follows:

Alderman Patrick Bennett	voted	Aye
Alderman Pete McGoey	voted	Aye
Alderman Donald Frazer	voted	Aye
Alderman Mike Brown	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Absent, not voting
Alderman Angie Johnson	voted	Nay
Alderman Bernie Parker	voted	Aye

The question having received the Affirmative vote of a majority of the Aldermen present and voting, the Mayor declared the motion carried.

Minutes of October 1, 2024 Mayor and Board of Aldermen

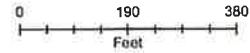
There came on Request to Abandon Easement from Joel F. Kozlowski of 5214 Mitchell Road, whereupon after discussion, Alderman Brown made motion seconded by Alderman Parker and unanimously carried to direct City Attorney Steve Simpson to prepare a resolution to abandon easement (as shown on map below) for the next meeting on Tuesday, October 15, 2024:



HARRISON COUNTY, MISSISSIPPI

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP. THE PROPERTY TAX ASSESSOR.

MAP DATE: October 1, 2024



Mayor Bass recognized Andries Butler of River Recycling, who presented a fluorescent light bulb recycling program. After discussion, it was the consensus of the Mayor and Board to schedule a meeting at a later date to gather more information.

Alderman Bennett recused himself from the meeting.

Alderman Johnson made motion seconded by Alderman Parker and unanimously carried to authorize the advertisement of Long Beach School Board Trustee for 2025.

Alderman Bennett returned to the meeting at this time.

Minutes of October 1, 2024
Mayor and Board of Aldermen

There came on for discussion Southeastern Bulkhead Contractor, whereupon Alderman Brown expressed his dissatisfaction with J.E. Borries' absence from the aforementioned project for several months. After further discussion, Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to discuss this further in Executive Session as potential litigation.

Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to ratify action taken September 27, 2024 via email poll, to contract with dive team to inspect pilings/bulkhead (Option #2) damage from Hurricane Zeta per the following:

Kini Gonsoulin

From: Stacey Dahl <stacey@cityoflongbeachms.com>
Sent: Friday, September 27, 2024 12:45 PM
To: 'Kini Gonsoulin'
Subject: FW: Request for Approval of Diving Inspection

Agenda Item: Ratify contracting Dive Team to Inspect Pilings/Bulkhead Hurr Zeta

On Tue, Sep 24, 2024 at 1:22 PM Stacey Dahl <stacey@cityoflongbeachms.com> wrote:

I believe there has been a little confusion regarding the email below. For clarification, David Ball and I spoke with Randall Love, with AnderCorp, regarding more detail on this dive inspection. The dive team cost is \$3375.00 per day and they feel they can complete the dive in two (2) days and estimate they will be able to inspect all piles and bulkhead. They will then prepare reports at a cost of \$65.00 per hour. Report will include a visual and audio inspection of each piling, graphs, a CAD drawing, etc. Maximum cost to inspect pilings and bulkhead will be total of \$8000.00.

The two questions are:

(1) Proceed with the extraction of pilings as the Board directed at the last meeting or schedule the dive inspection at a much lower cost.

(2) Option 1 or Option 2? The arbitration counsel recommends Option 2 – piles and bulkhead inspect for maximum of \$8000.00.

Thank you,

Stacey Dahl

City Clerk

P.O. Box 929

Long Beach, MS 39560

cityclerk@cityoflongbeachms.com

**Minutes of October 1, 2024
Mayor and Board of Aldermen**

(228) 863-1556

Fax: (228) 865-0822



From: Stacey Dahl <stacey@cityoflongbeachms.com>
Sent: Monday, September 23, 2024 4:15 PM
To: 'ANGELA "ANGIE" JOHNSON' <WARD3ALDERMAN20@GMAIL.COM>; 'BERNIE D. PARKER' <BD.PARKER09@GMAIL.COM>; 'DONALD FRAZER' <CTEDF2017@GMAIL.COM>; 'MAYOR GEORGE BASS' <MAYOR@CITYOFLONGBEACHMS.COM>; 'MIKE BROWN ' <mbrownward5@yahoo.com>; 'PATRICK BENNETT' <PBENNETT1022@YAHOO.COM>; 'PETER L. MCGOEY' <PLMWARD6ALDERMAN@GMAIL.COM>; 'Simpson, Stephen B.' <stephen.simpson@courts.ms.gov>; 'TIMOTHY MCCAFFREY' <TIMOTHYGMCCAFFREY@GMAIL.COM>
Cc: 'david@overstreeteng.com' <david@overstreeteng.com>
Subject: FW: Request for Approval of Diving Inspection

The Mayor is requesting Board approval to do what the arbitration counsel suggests.

Please see the below email from the arbitration counsel.

Begin forwarded message:

**Minutes of October 1, 2024
Mayor and Board of Aldermen**

From: "Wiseman, Parker" <pwiseman@bakerdonelson.com>
Date: September 23, 2024 at 10:55:25 AM CDT
To: "George L. Bass" <mayor@cityoflongbeachms.com>
Cc: Hunter Lipscomb <hunter.lipscomb@andercorp.com>, David Ball <david@overstreeteng.com>, Randall Love <randall.love@andercorp.com>, "Huff Ellard, Wendy" <wellard@bakerdonelson.com>, "Schexnaildre, Charles" <cschexnaildre@bakerdonelson.com>
Subject: Request for Approval of Diving Inspection

Mayor,

We have worked with Andercorp to obtain a quotes for: (1) extraction of a sample of piles and (2) diving inspection of the piles.

The extraction quotes were approximately \$25,000 for 8 piles and \$44,000 for 12 piles, and the contractor can be on site within one week of contract. Some of the pile extractions would require demolition of surrounding structures such as finger piers, and there is some uncertainty as to how much jetting would be required to remove piles intact.

We have two options on the diving quotes, and the diving contractors may have availability on Thursday/Friday this or next week. They will prepare a report that will be available approximately 1-2 weeks following the dive. The options are:

- **Option 1** – Approximately \$4,000-5,000 for inspection of all piles.
- **Option 2** - The diving contractor indicated that they could also evaluate the bulkhead, and the total to evaluate all piles and the bulkhead would be approximately \$7,000-\$8,000.

We discussed water visibility issues with the diving contractor extensively, and they indicated that they are regularly able to visibly inspect underwater piles along the Gulf Coast, but they did express concern that since it has been 4 years since Zeta, oyster and other marine growth may limit the ability to see the damage (this would also be a concern for visual inspection of extracted piles).

Based on price and the comprehensiveness of the of the diving inspection, **we recommend proceeding with one of the two options above for the diving**

Minutes of October 1, 2024 Mayor and Board of Aldermen

inspection instead of extraction. Could you please let us know as soon as possible whether we are authorized to proceed with either option? Thanks!

Parker Wiseman

Of Counsel

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC

One Eastover Center

100 Vision Drive, Suite 400 (Zip 39211)
P.O. Box 14167

Jackson, MS 39236

Direct: 601.351.2435

E-mail: pwiseman@bakerdonelson.com

www.bakerdonelson.com

Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C. represents clients across the U.S. and abroad from offices in Alabama, Florida, Georgia, Louisiana, Maryland, Mississippi, South Carolina, Tennessee, Texas, Virginia and Washington, D.C.

<image001.gif>

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4

Alderman McGoey made motion seconded by Alderman Brown and unanimously carried to ratify action taken September 27, 2024 via email poll to hire consultant Alex Rodenko to assist with estimating harbor damage costs of Hurricane Zeta via RS Means, FEMA's preferred estimating method.

Mayor Bass apprised the Board a quote had been received to construct the new restroom facility at War Memorial Park. Due to only one quote being obtained and the difficulty getting a second quote, Alderman Brown made motion seconded by Alderman McGoey and unanimously carried to advertise aforementioned project for competitive bid.

**Minutes of October 1, 2024
Mayor and Board of Aldermen**

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

Police Dept:

- FTO Pay, Police Officer 1st Class Amanda Branning, effective October 1, 2024
- Transfer, Police Officer 1st Class Nathan Clay, PS-9-B, effective October 1, 2024
- Resignation, Police Officer 1st Class Tony Duncan, effective September 25, 2024
- Step Increase, Police Officer 1st Class Haley Butler, PS-9-V, effective November 16, 2024
- Step Increase, Police Officer 1st Class Sandy Dyess, PS-9-V, effective November 1, 2024
- Step Increase, Police Officer 1st Class Eddie Gossett, PS-9-V, effective November 16, 2024
- Step Increase, Dispatcher 1st Class Bailey Jones, PS-3-III, effective November 1, 2024
- Step Increase, Police Officer 1st Class Nathaniel Stirrat, PS-9-VII, effective November 1, 2024
- Step Increase, Dispatcher 1st Class Paige Malchow-Worthington, PS-3-VI, effective November 16, 2024

General Admin:

- Step Increase, City Clerk Stacey Dahl, CSA-10-XXXI, effective November 1, 2024
- Step Increase, Comptroller Kini Gonsoulin, CSA-11-XII, effective November 1, 2024

Recreation:

- Step Increase, Laborer Sebastian Claveau, CSH-3-IX, effective November 1, 2024
- Step Increase, Laborer Cherie Griffith, CSH-3-IX, effective November 1, 2024

Senior Citizens:

- Step Increase, Senior Citizen Coordinator Donna Hudson, CSA-4-V, effective November 1, 2024
- Step Increase, Craft Instruction Deborah Necaize, CSU-5-V, effective November 1, 2024

Minutes of October 1, 2024 Mayor and Board of Aldermen

Alderman Johnson made motion seconded by Alderman Brown and unanimously carried to approve the following Municipal Compliance Questionnaire, and authorize the Mayor and City Clerk to execute same:

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:
City of Long Beach, 201 Jeff Davis Ave., P.O. Box 929, Long Beach, MS 39560
2. List the date and population of the latest official U.S. Census or most recent official census:
2020 – 16,805
3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
Mayor George L. Bass, 20171 Lovers Lane, Long Beach, MS 39560, (228) 234-1832
Alderman Donald Frazer, 1130 E. Old Pass Road, Long Beach, MS 39560, (228) 343-2082
Alderman Patrick Bennett, 131 Sea Oaks Blvd, Long Beach, MS 39560, (228) 860-7653
Alderman Bernie Parker, 103 Summer Lane, Long Beach, MS 39560, (228) 868-2116
Alderman Angela Johnson, 1155 E. Old Pass Rd., Long Beach, MS 39560, (228) 669-2055
Alderman Timothy McCaffrey, 627 1/2 W. Old Pass Rd, Long Beach, MS, 39560,
(228)861-8237
Alderman Michael Brown, 5159 N. Mitchell, Long Beach, MS 39560, (228) 348-1831
Alderman Peter McGoey III, 5206 Mitchell, Long Beach, MS 39560, (228) 669-2601
Appointed:
Attorney Steve Simpson, 9004 Victoria Circle, Gulfport, MS 39503, (228) 206-7174,

IV-B0

**Minutes of October 1, 2024
Mayor and Board of Aldermen**

4. Period of time covered by this questionnaire:

From: October 1, 2023 To: September 30, 2024

5. Expiration date of current elected officials' term: July, 2025

**MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 2022**

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

PART I - General

- | | |
|--|---|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) | Y |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) | Y |
| 3. Are municipal records open to the public? (Section 25-61-5) | Y |
| 4. Are meetings of the board open to the public? (Section 25-41-5) | Y |
| 5. Are notices of special or recess meetings posted? (Section 25-41-13) | Y |
| 6. Are all required personnel covered by appropriate surety bonds? | |
| - Board or council members (Sec. 21-17-5) | Y |
| - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) | Y |
| - Municipal clerk (Section 21-15-38) | Y |
| - Deputy clerk (Section 21-15-23) | Y |
| - Chief of police (Section 21-21-1) | Y |
| - Deputy police (Section 45-5-9) (if hired under this law) | Y |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) | Y |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? | |

IV-B1

**Minutes of October 1, 2024
Mayor and Board of Aldermen**

- | | |
|---|---|
| (Section 21-15-33) | Y |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) | Y |
| 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) | Y |
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) | Y |
| 12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) | Y |
| PART II - Cash and Related Records | |
| 1. Where required, is a claims docket maintained? (Section 21-39-7) | Y |
| 2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) | Y |
| 3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) | Y |
| 4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) | Y |
| 5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) | Y |
| 6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) | Y |
| 7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for | |

IV-B2

**Minutes of October 1, 2024
Mayor and Board of Aldermen**

construction in progress? (Section 21-35-23)	Y
8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205)	Y
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)	Y
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25)	N/A
11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11)	Y
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13)	Y
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17)	Y
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363)	Y
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323)	Y
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.]	Y
17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide)	Y
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41?	Y

IV-B3

**Minutes of October 1, 2024
Mayor and Board of Aldermen**

19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y
- PART III - Purchasing and Receiving**
1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y
3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] Y
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y
- PART IV - Bonds and Other Debt**
1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) NA
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) Y
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y
- PART V - Taxes and Other Receipts**
1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) Y

IV-B4

**Minutes of October 1, 2024
Mayor and Board of Aldermen**

- | | | |
|-----|---|-----|
| 2. | Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) | Y |
| 3. | Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) | Y |
| 4. | Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) | Y |
| 5. | Has the increase in ad valorem taxes, if any, been limited to amounts Allowed by law? (Sections 27-39-320 and 27-39-321) | Y |
| 6. | Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) | Y |
| 7. | Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) | Y |
| 8. | Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) | Y |
| 9. | Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) | N/A |
| 10. | Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) | Y |
| 11. | Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) | Y |
| 12. | Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is | |

IV-B5

**Minutes of October 1, 2024
Mayor and Board of Aldermen**

- sold? (Section 21-17-1) Y
- 13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) Y
- 14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) N/A
- 15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) Y

IV-B6


Minutes of October 1, 2024
Mayor and Board of Aldermen

Long Beach, Mississippi

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2024

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Long Beach, and, to the best of our knowledge and belief, all responses are accurate.


(City Clerk's Signature)


(Mayor's Signature)

10/01/2024 10/01/2024

Minute Book References:

Book Number 107

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

IV-B7

Minutes of October 1, 2024 Mayor and Board of Aldermen

There came on for discussion Jeff Davis Gateway Environmental Review, whereupon City Engineer David Ball provided the following:



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

September 26, 2024

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


RE: Jeff Davis Gateway – Environmental Review

Ladies and Gentlemen:

In March 2024, the City approved an estimated schedule and fee for the "environmental review" which HUD has required for this project. It was then estimated that the review would take 159 calendar days and an estimated fee of \$20,000 to complete, to be completed by July 31 and to be paid on a time and materials basis. Since that original estimated scope, the time and effort necessary to gain approval from the now-involved agencies, such as the US Fish and Wildlife Service, the Dept. of Marine Resources, and five federally designated Indian tribes has increased significantly. That originally estimated fee has been spent, and additional permitting effort to complete the environmental review is still required.

To that end, and in conjunction with Larry Lewis of BMI Environmental Services, LLC (BMI), we request an increase in the allowable fee for the environmental review/permitting services. We estimate a new total fee of \$33,000 (an increase of \$13,000) to be billed on a time and materials basis. We are optimistic that the environmental review process can be completed within this new estimated budget provided that the agencies request no new or additional information beyond their current requests. We do note that these costs are on a time & materials basis, meaning that the bills will be representative of actual hours of work performed on the tasks.

We hereby request your approval of this additional fee so that this permitting work can continue.

Sincerely,

David Ball, P.E.

DB:1060-2
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

O:\docs\1181 LB - N. Jeff Davis Ave. Ex\90 CONSTRUCTION\H-CO'S\20231114 Recommend CO1.docx Page 1/1

After further discussion, Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the foregoing fee increase of \$13,000.

**Minutes of October 1, 2024
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to approve the following contract extension with AnderCorp for Pre-Positioned Program Manager:



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

September 26, 2024

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

RE: Pre-Positioned Disaster Management Contract – Program Manager

Ladies and Gentlemen:

Per the attached emails, AnderCorp has indicated their willingness to extend their contract with the City of Long Beach for Program Management services in the event of a declared disaster. This contract can be activated by the City in the case of a FEMA-eligible disaster, and does allow for a one-year extension for these services.

Similar to the contract extensions for the other pre-positioned contracts (debris monitor, 70-hour push, and debris removal), and if acceptable to the Board, we suggest that the City take formal Board action to signify its intent to extend the Contract on the basis of AnderCorp's email. The final City minutes acknowledging the extension offer and agreeing to the extension could then be forwarded to AnderCorp as the formal record of the extension agreement.

Sincerely,



David Ball, P.E.

DB:1135

Minutes of October 1, 2024 Mayor and Board of Aldermen

David Ball

From: Hunter Lipscomb <hunter.lipscomb@andercorp.com>
Sent: Monday, September 23, 2024 3:49 PM
To: David Ball
Cc: Mike Penny; Randall Love
Subject: Re: Pre-Position RFQs

David,

Yes, we intend to participate and extend as PM for future disasters. Let me know if something is needed.

Thanks!

Hunter

On Sep 23, 2024, at 1:56 PM, Mike Penny <mike.penny@andercorp.com> wrote:

Hunter, please update David Ball on his question below.

Thanks,

Michael Penny
Comptroller

 **AnderCorp**
1404 24th Avenue, Suite 300 | Gulfport, MS 39501
228.678.7075 Office | 228.861.3038 Mobile
AnderCorp.com

From: David Ball <david@overstreeteng.com>
Sent: Monday, September 23, 2024 10:34 AM
To: Mike Penny <mike.penny@andercorp.com>; Steven Moore <steven.moore@andercorp.com>
Subject: RE: Pre-Position RFQs


Do you guys know if AnderCorp intends to extend their "pre-positioned" (before disaster) agreement with the City for Program Management?

Thanks,
DB

**Minutes of October 1, 2024
Mayor and Board of Aldermen**

Based on the recommendation of Public Works Director Joe Culpepper, Alderman Parker made motion seconded by Alderman Brown and unanimously carried to award Annual Bids FY 2025 as follows:



TO: Mayor Bass and Board of Aldermen
 CC: City Clerk
 FROM: Joe Culpepper, Public Works Director 
 DATE: September 17, 2024
 RE: Annual Bid – “Ready Mix Concrete” - October 1, 2024 – September 30, 2025

I have received and reviewed the sole bid for “Ready Mix Concrete” and recommend that the City of Long Beach award this bid to:

Bayou Concrete
 14312 Creosote Rd.
 PO Box 3868
 Gulfport, MS 39505

CITY OF LONG BEACH				
TABULATIONS FOR READY MIX CONCRETE (2024-2025)				
	BAYOU CONCRETE			
LESS THAN 5 CY	*\$164.00			
GREATER THAN 5 CY	**\$164.00			
*ADD \$200 DELIVER FEE, ADD \$60 PER DROP AFTER INITIAL DROP, \$40 FUEL SURCHARGE PER TRUCK				
**\$40 FUEL SURCHARGE PER TRUCK, ADD \$60 PER DROP AFTER INITIAL DROP,				

Minutes of October 1, 2024 Mayor and Board of Aldermen



TO: Mayor Bass and Board of Aldermen

CC: City Clerk

FROM: Joe Culpepper, Public Works Director

DATE: September 17, 2024

RE: Annual Bid – “PVC Sewer Pipe & Fittings, Water Pipe & Fittings, Fire Hydrant & Gate Valves” - October 1, 2024 – September 30, 2025

I have received and reviewed the bids for “PVC Sewer Pipe & Fittings, Water Pipe & Fittings, Fire Hydrant & Gate Valves” and recommend that the City of Long Beach award this bid to:

CATEGORY 1 AND CATEGORY 2

Central Pipe Supply, Inc.
101 Ware Rd.
PO Box 5470
Pearl, MS 39288-5470

CITY OF LONG BEACH TABULATIONS FOR WATER AND SEWER (2024-2025)						
	FERGUSON	SOUTHERN WATER WORKS	CONSOLIDATED	COBURNS SUPPLY	CENTRAL PIPE	SOUTHERN PIPE
CATEGORY 1 - WATER FITTINGS						
EBBA, IRON 200 PV MEGA LUGS (GASKETS & BOLTS INCLUDED)						
12"	\$132.00	\$136.93	-	\$134.43	\$139.61	\$201.15
10"	\$125.00	\$130.47	-	\$130.52	\$127.41	\$191.15
8"	\$73.00	\$74.94	-	\$100.40	\$73.78	\$104.36
6"	\$54.00	\$55.55	-	\$85.75	\$54.50	\$77.28
4"	\$43.00	\$44.37	-	\$71.96	\$45.85	\$61.10
VULCAN DR18, C150, C900 PVC WATER PIPE OR EQUAL						
12"	\$45.70	\$40.45	-	\$43.25	\$38.67	\$41.50
10"	\$32.72	\$28.71	-	\$30.70	\$27.46	\$29.47
8"	\$22.63	\$19.13	-	\$20.46	\$18.30	\$19.64
6"	\$12.75	\$11.15	-	\$11.93	\$10.67	\$11.45
4"	\$5.20	\$5.47	-	\$5.85	\$5.23	\$5.61
AMERICAN DARLING B84B FIRE HYDRANT OR EQUAL						
3'0" BURY	\$2,478.25	\$2,761.13	\$2,500.00	\$2,824.68	\$2,515.00	No Bid
3'6" BURY	\$2,538.56	\$2,827.22	\$2,700.00	\$2,894.96	\$2,575.00	No Bid
4'0" BURY	\$2,599.11	\$2,893.97	\$2,800.00	\$3,010.24	\$2,635.00	No Bid
MUELLER, GATE VALVES (A-2360-20 RESILIENT WEDGE) (MJ) OR EQUAL						
12"	\$2,559.80	\$2,787.05	\$2,650.00	\$2,968.28	\$2,581.00	\$2,591.95
10"	\$2,019.00	\$2,202.55	\$2,045.00	\$2,387.72	\$2,040.00	\$2,146.74
8"	\$1,298.00	\$1,412.53	\$1,312.00	\$1,528.03	\$1,308.00	\$1,350.68
6"	\$819.30	\$886.84	\$825.00	\$955.87	\$822.00	\$864.37
4"	\$639.80	\$694.98	\$650.00	\$760.30	\$644.00	\$646.68
WATER VALVE BOX- ES 46	\$66.20	\$57.93	\$55.00	\$78.60	\$59.00	\$70.65
WATER LIDS	\$13.30	\$12.36	\$16.00	\$24.00	\$14.25	\$18.00
GALVANIZED DRESSER COUPLING/ELSCO - 702						
2"	\$23.00	\$23.76	\$25.00	\$45.00	\$23.03	\$36.33
1 1/2"	\$17.00	\$16.20	\$18.00	\$40.00	\$18.57	\$24.29
1 1/4"	\$13.00	\$14.04	\$15.00	\$35.00	\$16.42	\$20.50
1"	\$12.00	\$11.88	\$13.00	\$25.00	\$12.62	\$16.15
3/4"	\$10.00	\$8.64	\$9.00	\$25.00	\$11.17	\$13.77
GALVANIZED NIPPLES						
3/4" x 5"	\$1.65	\$1.59	-	\$2.40	\$3.37	\$2.00
3/4" x 3"	\$1.00	\$1.03	-	\$1.55	\$2.19	\$1.26
1" x 5"	\$3.00	\$2.21	-	\$2.83	\$4.71	\$2.72
1" x 3"	\$3.00	\$1.50	-	\$2.10	\$3.20	\$1.84
1 1/4" x 6"	\$3.25	\$3.17	-	\$3.33	\$6.79	\$3.91
1 1/2" x 6"	\$4.00	\$3.77	-	\$3.85	\$8.09	\$4.72
2" CLOSE	\$3.00	\$2.60	-	\$3.91	\$5.59	\$3.21
2" x 3"	\$3.00	\$2.92	-	\$4.14	\$6.24	\$3.61
2" x 6"	\$6.00	\$5.25	-	\$5.86	\$11.26	\$6.51
METER BOXES (PLASTIC)	\$24.00	\$27.19	\$25.00	\$18.55	\$25.50	\$17.93
METER BOX LIDS	\$12.00	\$14.52	\$13.00	\$9.77	\$10.50	\$17.67
TRAFFIC AREA METAL MET	\$75.00	No Bid	\$69.00	No Bid	\$82.00	\$79.27

Minutes of October 1, 2024
Mayor and Board of Aldermen

CITY OF LONG BEACH						
TABULATIONS FOR WATER AND SEWER (2024-2025)						
	FERGUSON	SOUTHERN WATER WORKS	CONSOLIDATED	COBURNS SUPPLY	CENTRAL PIPE	SOUTHERN PIPE
TAPPING SADDLES (SMITH BLAIR OR EQUAL) OD TO BE SPECIFIED						
2" x 8"	\$84.00	\$44.28	\$52.00	\$66.00	\$43.24	\$67.93
2" x 6"	\$75.00	\$39.96	\$42.00	\$62.00	\$35.31	\$60.58
2" x 4"	\$64.00	\$34.56	\$39.00	\$57.00	\$35.05	\$51.49
1" x 8"	\$67.30	\$35.64	\$39.00	\$58.00	\$33.36	\$54.44
1" x 6"	\$61.60	\$32.40	\$32.00	\$55.00	\$27.60	\$49.73
1" x 4"	\$63.60	\$27.00	\$31.00	\$50.00	\$25.33	\$40.32
3/4" X 8"	\$67.30	\$35.64	\$39.00	\$58.00	\$33.36	\$54.44
3/4" X 6"	\$61.60	\$32.40	\$32.00	\$55.00	\$27.60	\$49.73
3/4" X 4"	\$62.90	\$27.00	\$31.00	\$50.00	\$25.33	\$40.32
2" X 10"	\$109.50	\$58.32	\$67.00	\$79.00	\$58.25	\$85.46
1" X 10"	\$80.30	\$47.52	\$51.00	\$69.00	\$45.75	\$66.20
3/4" X 10"	\$80.30	\$47.52	\$51.00	\$69.00	\$45.75	\$66.29
3/4" X 12	\$86.00	\$55.08	\$59.00	\$76.00	\$54.89	\$84.16
1" X 12"	\$86.00	\$55.08	\$59.00	\$76.00	\$54.89	\$84.16
2" X 12"	\$131.00	\$70.20	\$80.00	\$90.00	\$68.54	\$106.68
BOLT COUPLING JCM OR EQUAL /LONG/MULTI DIA.						
4"	\$154.67	\$147.66	149.00	163.00	155.05	217.44
6"	\$210.44	\$187.25	195.00	205.00	196.72	355.00
8"	\$268.10	\$260.01	249.00	278.00	272.46	403.53
10"	\$324.33	\$297.46	298.00	328.00	410.38	585.00
12"	\$418.62	\$327.42	385.00	356.00	488.51	743.56
COUPLING HYMAX/EXTENDED RANGE						
4"	\$212.00	\$225.77	261.00	219.65	209.04	286.34
6"	\$268.00	\$298.99	346.00	292.85	276.84	377.90
8"	\$280.00	\$337.57	391.00	326.05	312.56	421.55
10"	\$430.00	\$434.26	531.00	433.04	402.09	540.00
12"	\$576.00	\$512.56	710.00	587.82	474.59	590.00
REPAIR CLAMPS (SMITH BLAIR OR EQUAL) HALF CIRCLE						
2" x 6"	\$18.47	\$12.96	\$16.00	\$23.84	\$13.61	\$22.61
2" x 3"	\$11.94	\$7.56	\$9.00	\$15.41	\$7.52	\$12.49
1" x 6"	\$14.64	\$10.80	\$12.00	\$19.41	\$11.33	\$18.84
1" x 3"	\$9.44	\$5.40	\$7.00	\$12.98	\$6.24	\$10.31
3/4" x 6"	\$12.91	\$9.72	\$12.00	\$18.38	\$10.64	\$17.14
3/4" x 3"	\$9.13	\$5.40	\$7.00	\$12.59	\$5.70	\$9.28
1 1/2"	\$10.10	\$6.48	\$8.00	\$13.74	\$6.88	\$11.43
1 1/4"	\$9.69	\$6.48	\$8.00	\$13.54	\$6.41	\$10.69
FULL CIRCLE CLAMPS						
2" x 6"	\$38.50	\$33.48	\$35.00	\$35.91	\$38.67	\$35.96
2" x 3"	\$31.70	\$18.36	\$20.00	\$21.64	\$20.81	\$19.62
1" x 6"	\$36.25	\$31.32	\$33.00	\$34.25	\$36.53	\$34.27
1" x 3"	\$27.90	\$15.12	\$16.00	\$19.55	\$18.14	\$17.30
3/4" x 6"	\$36.00	\$29.16	\$31.00	\$34.00	\$36.27	\$32.40
3/4" x 3"	\$25.75	\$14.04	\$15.00	\$18.71	\$17.16	\$6.01
1 1/2"	\$28.27	\$16.20	\$17.00	\$20.30	\$19.11	\$20.29
1 1/4"	\$28.42	No Bid	\$8.00	\$19.97	\$18.50	No Bid
FULL CIRCLE REPAIR CLAMPS (exact OD size range to order) (SMITH BLAIR OR EQUAL)						
4" x 12"	\$96.00	\$104.76	103.00	110.85	101.09	298.47
6" x 12"	\$112.00	\$125.28	123.00	115.65	116.45	359.17
8" x 12"	\$127.50	\$147.96	152.00	128.15	139.46	269.30
8" x 18"	\$163.00	\$214.92	225.00	153.50	166.18	701.96
10" x 12"	\$135.00	\$189.00	195.00	169.35	164.66	540.79
10" x 18"	\$215.00	\$303.48	315.00	195.00	207.51	831.00

Minutes of October 1, 2024 Mayor and Board of Aldermen

CITY OF LONG BEACH						
TABULATIONS FOR WATER AND SEWER (2024-2025)						
	FERGUSON	SOUTHERN WATER WORKS	CONSOLIDATED	COBURNS SUPPLY	CENTRAL PIPE	SOUTHERN PIPE
MCDONALD FIP X CTS PAC JOINT CURB STOP OR EQUAL						
2"	\$295.00	\$315.75	\$310.00	\$321.20	\$276.81	\$367.65
1 1/2"	\$212.00	\$227.11	\$225.00	\$239.45	\$214.92	\$264.44
1 1/4"	\$158.00	\$134.10	\$132.00	\$180.15	\$159.77	\$195.86
1"	\$96.00	\$83.09	\$82.00	\$112.00	\$77.76	\$121.40
3/4"	\$64.00	\$46.57	\$48.00	\$72.65	\$43.64	\$79.06
MCDONALD FIP X CTS PAC JOINT ADAPTER OR EQUAL						
2"	\$81.00	\$86.49	\$86.00	\$89.76	\$80.97	\$100.71
1 1/2"	\$68.00	\$72.66	\$72.00	\$77.00	\$68.00	\$84.58
1 1/4"	\$43.00	\$45.61	\$46.00	\$52.10	\$42.70	\$53.11
1"	\$24.00	\$25.00	\$26.00	\$28.05	\$23.39	\$29.10
3/4"	\$18.00	\$18.40	\$19.00	\$22.00	\$17.24	\$21.44
MCDONALD CTS COUPLING PAC JOINT OR EQUAL						
3/4"	\$20.00	\$21.33	\$22.00	\$24.65	\$19.95	\$24.82
1 1/2"	\$23.00	\$81.61	\$80.00	\$95.25	\$76.40	\$95.02
1 1/4"	\$40.00	\$42.11	\$46.00	\$48.83	\$39.42	\$49.03
1"	\$76.00	\$24.38	\$26.00	\$28.00	\$22.83	\$28.39
2"	\$103.00	\$110.15	\$108.00	\$126.60	\$103.10	\$128.27
MCDONALD FIP CURB STOP OR EQUAL						
1"	\$90.00	\$69.52	\$68.00	\$96.13	\$65.05	\$108.75
3/4"	\$59.00	\$39.38	\$41.00	\$62.45	\$36.87	\$69.95
MCDONALD CORPORATION STOP OR EQUAL						
1"	\$55.00	\$57.77	\$57.00	\$63.26	\$54.07	\$67.24
3/4"	\$36.00	\$38.19	\$38.00	\$45.21	\$35.75	\$44.46
MCDONALD CTS x MIP ADAPTER OR EQUAL						
1"	\$19.50	\$20.74	\$21.00	\$24.12	\$19.40	\$24.14
3/4"	\$16.50	\$17.52	\$19.00	\$21.15	\$16.39	\$20.38
MCDONALD CTS X PEP ADAPTER						
1"	\$39.00	\$38.49	-	41.00	36.05	44.82
3/4"	\$28.00	\$29.32	-	28.50	23.85	29.66
MCDONALD CTS X CTS REDUCER						
1" X 3/4"	\$23.50	\$24.78	\$26.00	\$27.85	\$23.19	\$28.85
PEP x MIP MALE ADAPTER/PAC JOINT						
1"	\$34.00	\$33.68	-	37.00	31.50	39.22
3/4"	\$22.00	\$23.20	-	26.40	21.70	26.98
METER COUPLINGS						
2"	\$21.00	\$29.89	\$68.00	\$35.00	\$54.41	\$28.97
1"	\$9.00	\$9.66	\$20.00	\$15.00	\$9.55	\$14.20
3/4"	\$7.00	\$6.56	\$14.00	\$15.00	\$7.00	\$11.90

Minutes of October 1, 2024
 Mayor and Board of Aldermen

CITY OF LONG BEACH						
TABULATIONS FOR WATER AND SEWER (2024-2025)						
	FERGUSON	SOUTHERN WATER WORKS	CONSOLIDATED	COBURNS SUPPLY	CENTRAL PIPE	SOUTHERN PIPE
METERS						
2"	\$420.00	\$297.45	810.00	549.50	660.05	No Bid
1"	\$110.00	\$79.11	235.00	274.30	275.34	No Bid
3/4"	\$79.00	\$56.11	115.00	116.50	100.59	No Bid
COMPRESSION WYE (C.T.S.)						
1" x 3/4"	\$42.00	\$43.90	\$44.00	\$55.00	\$41.30	\$53.18
GATE VALVE FULL PORT OPENING						
2"	\$38.00	\$33.72	\$47.00	\$67.05	\$36.24	\$43.64
1 1/2"	\$27.00	\$22.11	\$32.00	\$67.05	\$24.06	\$19.26
1 1/4"	\$20.00	\$17.20	\$24.00	\$67.05	\$18.95	\$16.15
MCDONALD FIP BALL VALVE (OR EQUAL)						
2"	\$70.00	\$42.66	\$265.00	\$307.95	\$44.76	\$55.81
1 1/4"	\$28.00	\$22.13	\$124.00	\$175.35	\$19.36	\$26.55
1 1/2"	\$42.00	\$29.50	\$182.00	\$206.40	\$26.38	\$38.21
ROLL TUBING						
2"	\$1.71	\$1.71	\$2.10	\$1.88	\$2.10	\$2.38
1 1/2"	\$1.00	\$1.00	\$1.25	\$1.05	\$1.23	\$1.70
1 1/4"	\$0.65	\$0.65	\$1.00	\$1.25	\$0.85	No Bid
1"	\$0.48	\$0.48	\$0.62	\$0.50	\$0.60	\$0.64
3/4"	\$0.29	\$0.29	\$0.39	\$0.31	\$0.37	\$0.38

**Minutes of October 1, 2024
Mayor and Board of Aldermen**

CITY OF LONG BEACH TABULATIONS FOR WATER AND SEWER (2024-2025)						
	FERGUSON	SOUTHERN WATER WORKS	CONSOLIDATED	COBURNS SUPPLY	CENTRAL PIPE	SOUTHERN PIPE
CATEGORY 2 - SEWER FITTINGS						
SDR-26 GASKETED PVC SEWER PIPE						
10"	\$21.21	\$18.69	-	\$19.99	\$17.88	\$19.19
8"	\$13.58	\$12.00	-	\$12.84	\$11.48	\$12.32
6"	\$7.50	\$6.63	-	\$7.10	\$6.34	\$6.81
4"	\$3.35	\$2.97	-	\$3.18	\$2.84	\$3.05
FERNCO COUPLING						
4" PVC TO PVC	\$4.90	\$5.04	\$6.00	\$7.16	\$4.75	\$7.00
4" PVC TO CLAY	\$4.90	\$5.04	\$6.00	\$7.16	\$4.75	\$7.00
6" PVC TO PVC	\$10.50	\$10.75	\$12.00	\$12.45	\$10.15	\$14.67
6" PVC TO CLAY	\$10.50	\$10.75	\$12.00	\$12.45	\$10.15	\$14.67
8" PVC TO PVC	\$16.00	\$16.54	\$19.00	\$18.31	\$15.61	\$20.00
8" PVC TO CLAY	\$16.00	\$16.54	\$19.00	\$18.31	\$15.61	\$20.00
10" PVC TO PVC	\$23.46	\$24.83	\$26.00	\$27.99	\$23.45	\$33.90
10" PVC TO CLAY	\$23.46	\$24.83	\$26.00	\$27.99	\$23.45	\$33.90
12" PVC TO PVC	\$27.70	\$28.98	\$31.00	\$36.83	\$27.37	\$35.00
12" PVC TO CLAY	\$27.70	\$28.98	\$31.00	\$36.83	\$27.37	\$35.00
T-FLEX LATERAL W/BANDS						
4" X 8" 16-21.25"	\$38.21	\$40.45	48.00	47.45	38.20	54.47
6" X 8" 16-21.25"	\$50.49	\$53.44	58.00	60.00	50.47	76.81
FERNCO BANDS						
4" PLASTIC	\$3.00	\$3.17	\$4.00	\$5.53	\$2.58	\$3.95
4" CLAY X PLASTIC	\$3.00	\$3.45	\$4.00	\$5.76	\$2.82	\$3.95
6" PLASTIC	\$3.50	\$4.05	\$5.00	\$6.24	\$3.31	\$4.29
6" CLAY X PLASTIC	\$3.50	\$4.27	\$6.00	\$6.45	\$3.49	\$5.05
8" PLASTIC	\$4.00	\$4.70	\$6.00	\$8.76	\$3.84	\$5.32
8" CLAY X PLASTIC	\$4.00	\$4.89	\$6.00	\$8.91	\$3.99	\$5.87
10" PLASTIC	\$5.00	\$5.25	\$6.00	\$9.20	\$4.28	\$6.09
10" CLAY X PLASTIC	\$5.00	\$6.23	\$6.00	\$9.98	\$5.08	\$7.77
12" PLASTIC	\$6.00	\$6.58	\$6.00	\$9.98	\$5.37	\$6.55
12" CLAY X PLASTIC	\$6.00	\$6.58	\$6.00	\$10.26	\$5.37	\$7.77
CAPS (GASKET)						
4"	\$7.00	\$18.29	\$20.00	\$9.00	\$7.02	\$20.43
6"	\$13.00	\$42.24	\$47.00	\$16.00	\$13.17	\$47.10
8"	\$35.00	\$62.62	\$69.00	\$43.00	\$35.53	\$69.89
PVC FITTINGS - GASKETED						
4" 22 DEGREE	\$10.00	\$26.82	\$31.00	\$13.00	\$10.87	\$30.00
6" 22 DEGREE	\$21.50	\$50.55	\$58.00	\$26.00	\$21.41	\$56.50
8" 22 DEGREE	\$62.00	\$92.88	\$99.00	\$74.00	\$62.36	\$100.41
4" 45 DEGREE	\$11.00	\$20.20	\$24.00	\$13.00	\$10.88	\$22.62
6" 45 DEGREE	\$22.00	\$37.09	\$42.00	\$27.00	\$22.08	\$41.45
8" 45 DEGREE	\$60.00	\$92.15	\$102.00	\$74.00	\$61.81	\$102.99
4" 90 DEGREE	\$14.00	\$35.89	\$40.00	\$17.00	\$13.89	\$40.12
6" 90 DEGREE	\$25.00	\$39.39	\$44.00	\$30.00	\$25.19	\$44.01
8" 90 DEGREE	\$69.00	\$171.77	\$198.00	\$83.00	\$69.66	\$199.97
TEE WYE GASKETED						
4 x 4 x 4	\$21.00	\$55.56	\$61.00	\$25.00	\$18.77	\$61.90
6 x 4	\$45.00	\$65.16	\$72.00	\$54.00	\$38.05	\$72.75
6 x 6	\$53.00	\$85.36	\$94.00	\$63.00	\$43.05	\$98.13
8 x 8	\$160.00	\$211.85	\$249.00	\$193.00	\$118.00	\$236.49
8 x 6	\$66.00	\$94.03	\$104.00	\$79.00	\$67.69	\$105.17
8 x 4	\$58.00	\$82.30	\$92.00	\$68.00	\$56.76	\$91.92
BLUE MARKING PAINT	\$5.00	\$5.56	6.50	6.50	4.85	6.50
GREEN MARKING PAINT	\$5.00	\$5.56	6.50	6.50	5.50	6.50

Minutes of October 1, 2024 Mayor and Board of Aldermen



TO: Mayor Bass and Board of Aldermen
 CC: City Clerk
 FROM: Joe Culpepper, Public Works Director
 DATE: September 17, 2024
 RE: Annual Bid – “Polyethylene Culvert Pipe” - October 1, 2024 – September 30, 2025

I have received and reviewed the bids for “Polyethylene Culvert Pipe (Smooth Interior Only)” and recommend that the City of Long Beach award this bid to:

Coburn Supply Company
 2378 John Hill Boulevard
 Gulfport, MS 39501

CITY OF LONG BEACH							
TABULATIONS FOR POLYETHYLENE PIPE (2024-2025)							
	CONSOLIDATED PIPE & SUPPLY	SOUTHERN WATERWORKS	FERGUSON	G&O SUPPLY CO. INC	COBURN SUPPLY CO.	CENTRAL	SOUTHERN PIPE & SUPPLY
POLYETHYLENE CULVERT PIPE BELL & SPIGOT W/RUBBER GASKET							
10"	\$9.73	\$9.73	\$9.73	\$9.73	\$9.73	\$9.73	\$11.05
12"	\$8.76	\$8.76	\$8.76	\$8.76	\$8.76	\$8.76	\$9.95
15"	\$11.62	\$11.62	\$11.62	\$11.62	\$11.62	\$11.62	\$13.20
18"	\$15.42	\$15.42	\$15.42	\$15.42	\$15.42	\$15.42	\$17.25
24"	\$25.83	\$25.83	\$25.83	\$25.83	\$25.83	\$25.83	\$29.35
30"	\$37.02	\$37.02	\$37.02	\$37.02	\$37.02	\$37.02	\$42.06
36"	\$46.41	\$46.41	\$46.41	\$46.41	\$46.41	\$46.41	\$52.74
42"	\$59.78	\$59.78	\$59.78	\$59.78	\$59.78	\$59.78	\$67.93
48"	\$75.35	\$75.35	\$75.35	\$75.35	\$75.35	\$75.35	\$85.62
60"	\$129.74	\$129.74	\$129.74	\$129.74	\$129.74	\$129.74	\$147.43
COUPLINGS							
10"	\$13.90	\$13.90	\$13.90	\$13.90	\$13.90	\$13.90	\$16.35
12"	\$15.68	\$15.68	\$15.68	\$15.68	\$15.68	\$15.68	\$18.44
15"	\$26.12	\$26.12	\$26.12	\$26.12	\$26.12	\$26.12	\$31.85
18"	\$44.51	\$44.51	\$44.51	\$44.51	\$44.51	\$44.51	\$54.28
24"	\$62.76	\$62.76	\$62.76	\$62.76	\$62.76	\$62.76	\$76.54
30"	\$145.91	\$145.91	\$145.91	\$145.91	\$145.91	\$145.91	\$177.94
36"	\$203.01	\$203.01	\$203.01	\$203.01	\$203.01	\$203.01	\$247.57
42"	\$297.14	\$297.14	\$297.14	\$297.14	\$297.14	\$297.14	\$362.36
48"	\$348.81	\$348.81	\$348.81	\$348.81	\$348.81	\$348.81	\$425.38
60"	\$542.61	\$542.61	\$542.61	\$542.61	\$542.61	\$542.61	\$661.72
CORRUGATED POLYETHYLENE T'S							
10"	\$152.99	\$152.99	\$152.99	\$152.99	\$152.99	\$152.99	\$186.57
12"	\$207.36	\$207.36	\$207.36	\$207.36	\$207.36	\$207.36	\$252.88
15"	\$309.94	\$309.94	\$309.94	\$309.94	\$309.94	\$309.94	\$377.97
18"	\$434.80	\$434.80	\$434.80	\$434.80	\$434.80	\$434.80	\$530.24
24"	\$672.22	\$672.22	\$672.22	\$672.22	\$672.22	\$672.22	\$819.78
30"	\$1,356.52	\$1,356.52	\$1,356.52	\$1,356.52	\$1,356.52	\$1,356.52	\$1,654.29
36"	\$1,824.85	\$1,824.85	\$1,824.85	\$1,824.85	\$1,824.85	\$1,824.85	\$2,225.43
CORRUGATED POLYETHYLENE 22 1/2 DEGREE ELBOWS							
10"	\$59.17	\$59.17	\$59.17	\$59.17	\$59.17	\$59.17	\$72.16
12"	\$88.99	\$88.99	\$88.99	\$88.99	\$88.99	\$88.99	\$108.52
15"	\$137.96	\$137.96	\$137.96	\$137.96	\$137.96	\$137.96	\$168.24
18"	\$187.69	\$187.69	\$187.69	\$187.69	\$187.69	\$187.69	\$228.90
24"	\$407.37	\$407.37	\$407.37	\$407.37	\$407.37	\$407.37	\$496.79
30"	\$629.05	\$629.05	\$629.05	\$629.05	\$629.05	\$629.05	\$787.13
36"	\$899.63	\$899.63	\$899.63	\$899.63	\$899.63	\$899.63	\$1,097.11
CORRUGATED POLYETHYLENE 45 DEGREE ELBOWS							
10"	\$91.37	\$91.37	\$91.37	\$91.37	\$91.37	\$91.37	\$111.43
12"	\$183.85	\$183.85	\$183.85	\$183.85	\$183.85	\$183.85	\$224.21
15"	\$169.06	\$169.06	\$169.06	\$169.06	\$169.06	\$169.06	\$206.17
18"	\$225.25	\$225.25	\$225.25	\$225.25	\$225.25	\$225.25	\$274.69
24"	\$460.02	\$460.02	\$460.02	\$460.02	\$460.02	\$460.02	\$561.00
30"	\$716.40	\$716.40	\$716.40	\$716.40	\$716.40	\$716.40	\$873.66
36"	\$1,097.31	\$1,097.31	\$1,097.31	\$1,097.31	\$1,097.31	\$1,097.31	\$1,338.18
CORRUGATED POLYETHYLENE 90 DEGREE ELBOWS							
10"	\$94.00	\$94.00	\$94.00	\$94.00	\$94.00	\$94.00	\$114.83
12"	\$161.89	\$161.89	\$161.89	\$161.89	\$161.89	\$161.89	\$197.43
15"	\$195.10	\$195.10	\$195.10	\$195.10	\$195.10	\$195.10	\$237.93
18"	\$273.71	\$273.71	\$273.71	\$273.71	\$273.71	\$273.71	\$333.79
24"	\$541.22	\$541.22	\$541.22	\$541.22	\$541.22	\$541.22	\$660.02
30"	\$1,120.13	\$1,120.13	\$1,120.13	\$1,120.13	\$1,120.13	\$1,120.13	\$1,366.01
36"	\$1,492.44	\$1,492.44	\$1,492.44	\$1,492.44	\$1,492.44	\$1,492.44	\$1,820.05

**Minutes of October 1, 2024
Mayor and Board of Aldermen**


CITY OF LONG BEACH TABULATIONS FOR POLYETHYLENE PIPE (2024-2025)							
	CONSOLIDATED PIPE & SUPPLY	SOUTHERN WATERWORKS	FERGUSON	G&O SUPPLY CO. INC	GOBURN SUPPLY CO.	CENTRAL	SOUTHERN PIPE & SUPPLY
CAST IRON FRAMES & GRATES TO FIT T'S							
12"	\$143.48	\$143.48	\$108.00	\$143.48	\$102.50	\$143.48	\$175.00
15"	\$221.74	\$221.74	\$135.00	\$221.74	\$130.00	\$221.74	\$270.41
18"	\$290.22	\$290.22	\$170.00	\$290.22	\$155.00	\$290.22	\$353.93
24"	\$504.35	\$504.35	\$278.00	\$504.35	\$245.00	\$504.35	\$615.06
30"	\$629.00	nb	\$444.00	nb	\$390.37	nb	nb
36"	\$988.00	nb	\$663.00	nb	\$700.50	nb	nb
HDPE FLARED END SECTIONS							
10"	nb	nb	\$247.29	nb	nb	nb	\$301.57
12"	\$247.29	\$247.29	\$247.29	\$247.29	\$247.29	\$247.29	\$301.57
15"	\$247.29	\$247.29	\$247.29	\$247.29	\$247.29	\$247.29	\$301.57
18"	\$332.20	\$332.20	\$332.20	\$332.20	\$332.20	\$332.20	\$405.00
24"	\$426.34	\$426.34	\$426.34	\$426.34	\$426.34	\$426.34	\$519.93
30"	nb	nb	nb	nb	nb	nb	nb
36"	nb	nb	nb	nb	nb	nb	nb

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TO: Mayor Bass and Board of Aldermen

CC: City Clerk

FROM: Joe Culpepper, Public Works Director 

DATE: September 17, 2024

RE: Annual Bid – “Hot Bituminous Pavement Type SC-1 AND In-Place Hot Bituminous Pavement Type SC-1 – October 1, 2024 – September 30, 2025

I have received and reviewed the bids for both “Hot Bituminous Pavement Type SC-1 AND In-Place Hot Bituminous Pavement Type SC-1 and recommend that the City of Long Beach award this bid to:

Warren Paving, Inc.
11211 Reichold Rd.
PO Box 2545
Gulfport, MS 39505

Minutes of October 1, 2024 Mayor and Board of Aldermen

CITY OF LONG BEACH					
TABULATIONS FOR HOT BITUMINOUS PAVEMENT (2024-2025)					
	GULF PRIPE PAVING, LLC	WARREN PAVING INC.	HUEY P. STOCKSTILL		
TYPE SC-1 (TON)	NO BID	\$91.50	N/A		
TABULATIONS FOR IN PLACE HOT BITUMINOUS PAVEMENT (2024-2025)					
	LAND SHAPER	WARREN PAVING INC.	HUEY P. STOCKSTILL		
Section A – Patchwork (1-20 Tons) - Asphalt (1-300 square yard milling)					
DESCRIPTION					
1. Hot Mix Asphalt In-Place, ST 9.5mm Mixture (used for overlays of 1 ½" & 2" thick).	\$325.00	\$1,125.00	N/A		
2. Hot Mix Asphalt In-Place, ST 19mm Mixture (used for base courses from 2" to 3 ½" thick).	\$320.00	\$1,125.00	N/A		
3. Cold Milling, Depth less than 2" – Contractor Retains Millings.	\$10.00	\$50.00	N/A		
4. Cold Milling, Depth greater than 2" – Contractor Retains Millings.	\$12.00	\$50.00	N/A		
Section B – Small Paving Work (21 to 400 tons) - Asphalt (301 to 3000 square yards milling)					
DESCRIPTION					
1. Hot Mix Asphalt In-Place, ST 9.5mm Mixture (used for overlays of 1 ½" & 2" thick).	\$188.90	\$161.00	N/A		
2. Hot Mix Asphalt In-Place, ST 19mm Mixture (used for base courses from 2" x 3 ½" thick).	\$183.90	\$161.00	N/A		
3. Cold Milling, Depth less than 2" – Contractor Retains Millings.	\$7.50	\$10.00	N/A		
4. Cold Milling, Depth greater than 2" – Contractor Retains Millings	\$8.50	\$10.00	N/A		
Section C – Large Paving Work (401+ tons) – Asphalt (3001+ square yards milling)					
DESCRIPTION					
1. Hot Mix Asphalt In-Place, ST 9.5mm Mixture (used for overlays of 1 ½" & 2" thick).	\$164.90	\$147.50	\$155.00		
2. Hot Mix Asphalt In-Place, ST 19mm Mixture (used for base courses from 2" x 3 ½" thick).	\$159.90	\$147.50	\$138.00		
3. Cold Milling, Depth less than 2" – Contractor Retains Millings.	\$6.00	\$5.00	\$4.50		
4. Cold Milling, Depth greater than 2" – Contractor Retains Millings	\$7.00	\$5.00	\$5.00		



TO: Mayor Bass and Board of Aldermen

CC: City Clerk

FROM: Joe Culpepper, Public Works Director

DATE: September 17, 2024

RE: Annual Bid – “Crushed Limestone” - October 1, 2024 – September 30, 2025

I have received and reviewed the bids for “Crushed Limestone” and recommend that the City of Long Beach award this bid to:

Warren Paving, Inc.
11211 Reichold Rd.
PO Box 2545
Gulfport, MS 39505

CITY OF LONG BEACH					
TABULATIONS FOR CRUSHED LIMESTONE (2024-2025)					
	WARREN PAVING INC.				
825 A OR B	\$41.00				
610	\$41.00				

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Mayor and Board of Aldermen



TO: Mayor Bass and Board of Aldermen
CC: City Clerk
FROM: Joe Culpepper, Public Works Director
DATE: September 17, 2024
RE: Annual Bid – “Chlorine for Public Water Distribution System” - October 1, 2024 – September 30, 2025

I have received and reviewed the bids for “Chlorine for Public Water Distribution System” and recommend that the City of Long Beach award this bid to:

Mobile Solvent & Supply, Inc.
PO Box 13385
Mobile, AL 36663

CITY OF LONG BEACH				
TABULATIONS FOR CHLORINE (2024-2025)				
	PVS DX INC.	MOBILE SOLVENT & SUPPLY	HAWKINS	
150LB CYLINDERS	*\$237.50	\$225.00	\$240.00	
*\$10.00 per month cylinders rental, + 0.0027/LB SUPERFUND TAX, + 6.0% FSC				

Community Affairs Director Courtney Cuevas reported that Cruisin The Coast would be starting next week and Trucks and Tacos would be next Thursday and Friday as well. In conjunction with these two events, concerts would be held on Friday, October 4, 2024, Thursday, October 10, 2024 and Friday, October 11, 2024 and the City would be collecting donations for Hurricane Helene victims at each concert.

There came on for discussion 625 W Old Pass Road under Derelict Properties, whereupon Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to table this item until the next meeting on Tuesday, October 15, 2024 due to Alderman McCaffrey’s absence.

At the request of City Attorney Simpson, Alderman Frazer made motion seconded by Alderman Johnson and unanimously carried to declare an Executive Session for the transaction of public business, to wit: To seek the legal advice and counsel of the City Attorney in regards to potential litigation and lease negotiation.

Minutes of October 1, 2024
Mayor and Board of Aldermen

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

* * *

The Meeting resumed in Open Session, and based on information received in Executive Session, Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to direct City Attorney Simpson to send harbor contractor J.E. Borries a letter regarding contractual issues.

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Bennett made motion seconded by Alderman Johnson 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