

**Minutes of May 7, 2024  
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET  
REGULAR MEETING OF MAY 7, 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.  
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- I. CALL TO ORDER**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. ROLL CALL AND ESTABLISH QUORUM**
- IV. PUBLIC HEARINGS**
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
  - 1. Proclamation – “Go Gray in May” for Brain Cancer Awareness Month**
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VII. APPROVE MINUTES:**
  - 1. MAYOR AND BOARD OF ALDERMEN**
    - a. April 16, 2024 Regular**
  - 2. PLANNING & DEVELOPMENT COMMISSION**
    - a. April 25, 2024 Regular**
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):**
  - 1. 050724**
- IX. UNFINISHED BUSINESS**
- X. NEW BUSINESS**
  - 1. Magnolia Run Drainage Pineville Road**
  - 2. Voting Precinct Request – Harrison Co. Election Commission; Barbara Kimball**
  - 3. Library Drop Box Request – Girl Scout Troup 4617; Meredith Ahern**
  - 4. Special Event App – Trucks N Tacos; Cruise In**
  - 5. Special Event App – Long Beach Fire Department; Summer Splash Day**
  - 6. Lease Renewal – Willie’s Fuel & Bait LLC; Brandon Boggess**
  - 7. Contract – All Safe Technologies – Spread in Minutes**
  - 8. 415 West Old Pass Road Zoning Issue – Alderman Frazer**
  - 9. Amend Ordinance #591 - Trenching**
- XI. DEPARTMENTAL BUSINESS**
  - 1. MAYOR'S OFFICE**
  - 2. PERSONNEL**
    - a. Mayor’s Office – Step Increase (1)**
    - b. Building Office – Step Increase (1)**
  - 3. CITY CLERK**
    - a. Schedule Public Hearing - Redistricting**
  - 4. FIRE DEPARTMENT**
  - 5. POLICE DEPARTMENT**
  - 6. ENGINEERING**
    - a. Contract – Edmund Drive Water Improvements; Bottom 2 Top Construction**
    - b. Contract – Clower/Kuyrkendall Pump Sta. Improvements; L J Construction**
    - c. 2023 Paving Plan – Striping**
    - d. Change Order – SE Shoreline Bulkhead; J.E. Borries & Overstreet & Assoc.**
    - e. Contract Extension – Emergency Removal of Bait Shop & Fuel Facility; Alexanders Construction**
  - 7. PUBLIC WORKS**
  - 8. RECREATION**
  - 9. BUILDING OFFICE**
    - a. Derelict Property Process**
  - 10. MUNICIPAL COURT**
  - 11. HARBOR**
  - 12. COMMUNITY AFFAIRS**
  - 13. DERELICT PROPERTIES**
- XII. REPORT FROM CITY ATTORNEY**
- XIII. ADJOURN (OR) RECESS**

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

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

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

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Mayor Bass proclaimed the month of May 2024 as "Go Gray in May" for Brain Cancer Awareness Month.

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Mayor Bass recognized Representative Richard Bennett who announced that Long Beach had been awarded \$2.5 million for the Harbor Bulkhead project, \$500,000 for Police Department Firing Range and \$500,000 for Tidelands. Mayor Bass expressed his gratitude for Representative Bennett in securing these funds for the City of Long Beach.

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Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the Regular minutes of the Mayor and Board of Aldermen dated April 16, 2024, as submitted.

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Alderman Brown made motion seconded by Alderman Johnson and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated April 25, 2024, as submitted.

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Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to approve payment of invoices listed on Docket of Claims number 050724, as submitted to include the following invoices that were left off the docket due to computer error:

- Sun Coast     **\$75.49**   facial tissue
- Sun Coast     **\$54.94**   ink, ribbon, labels
- Richard Scott **\$710.36** replaced blower motor
- Richard Scott **\$260.85** replaced section of copper
- Land Shaper **\$181,355.00** Commission Rd asphalt
- Land Shaper **\$12,744.13** Commission Rd milling

# Minutes of May 7, 2024 Mayor and Board of Aldermen

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There came on for discussion Magnolia Run Drainage at Pineville Road, whereupon City Engineer David Ball provided the following:



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

May 2, 2024

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

**RE: Magnolia Run S/D – Offsite Drainage Improvements**

Ladies and Gentlemen:

At the direction of the Board, a meeting was held recently in the Mayor's office with the developer for the referenced subdivision to discuss the City's level of involvement in the offsite improvements which are required to facilitate this project. A short summary of the needed improvements follows:

1. A culvert system from the development ~900' west to the corner of Daugherty & Pineville to carry the development drainage. **There seems to be full agreement between the City and the developer that the developer will construct these improvements.**
2. A deepened culvert crossing Pineville @ Daugherty and deepening & improvements to the existing ditch south of Pineville. **The developer is requesting the City's assistance in constructing these improvements.**

The developer has offered information regarding their improvements, estimating that the costs for their drainage work (#1 above, and perhaps including their onsite work) is over \$200,000. They have also offered an estimate of the construction cost for #2 above at ~\$88,400 for the developer to design and build the improvements. Our own estimate of the cost for that work as a City project was ~\$193,000, which would include contingencies, survey, design & constr. admin, and construction "inspection". We offer that our estimate is very preliminary, and no detailed design work or estimating was done. We caution that some change in cost may be necessary as detailed design work proceeds, regardless of which engineer is involved.

With the information available, now is perhaps the most beneficial time for the City to decide what involvement it will provide in partnership with the referenced development. We offer the following points to assist in that decision:

1. According to the developer, the culvert crossing Pineville at Daugherty must be deepened to facilitate the development (per #2 above).
2. Deepening that culvert will provide benefit to the City for possible future drainage improvements going north along Daugherty Rd., where there have been some notable drainage concerns in the past. Deepening the Pineville crossing now will likely result in


Biloxi | Long Beach | Pascagoula | Daphne

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improved flowrates now, but certainly improvements will be realized as part of a future project.

- 3. At the City's discretion and subject to the developer's agreement, deepening the culvert could perhaps be performed as a City project, or as part of the subdivision development (with review and approval by the City).

As always, we will do our best to provide any information deemed necessary for your decision. Please advise if you have any questions.

Sincerely,  
  
 David Ball, P.E.

DB:539

After significant discussion between the Mayor and Board, City Engineer and the developer's engineer, Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to authorize the design of drainage improvements under Pineville Road and south within the existing ditch by the developer's engineer, Jason Gibson and authorize construction of same improvements with the City's total participation not to exceed \$88,400.00. It was also noted that the City Engineer would have final approval of design, and assist the developer's engineer with the bidding process.

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**Minutes of May 7, 2024  
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Alderman Bennett made motion seconded by Alderman McCaffrey and unanimously carried to approve the following request submitted by Election Commissioner Barbara Kimball to change the voting precinct in District 3 from the Long Beach School District Administration Building to the Long Beach Senior/Recreation Center:

**HARRISON COUNTY**  
**ELECTION COMMISSION**  
2600 24th Avenue • Gulfport, Mississippi 39502-0860  
(228) 865-4007 • Fax (228) 865-4237



May 2, 2024

Honorable Board of Aldermen  
City of Long Beach, Mississippi

I am the election Commissioner in Harrison County for District 3. I am requesting permission to move the present precinct located in the Long Beach School Administration building located at 19148 Commission Road in Long Beach to the Senior Citizens Building at 20257 Daugherty Road in Long Beach.

Our next election is November 5, 2024. Typically the County will deliver the equipment the Monday before and pick up the equipment the Wednesday after the election. The Poll Managers arrive at 6 AM on election day and the polls close at 7 PM election night. The Poll Managers usually are finished within one hour after the last voter has voted (during a busy election the last voter could be after 7 PM) Primary election dates have not been determined but are generally in March, June and August. Run Off elections are held three (3) weeks after the first election and we are subject to Special Elections during any given year. Special Election notice is usually within 30-45 days.

If you approve the change, I have to take the recommendation before the Board of Supervisors to make the necessary changes as voter cards and notifications must be sent out to the voters of the precinct change.

Thanking you in this matter, I remain,

Sincerely,

Barbara Kimball  
Election Commission  
District 3

Toni Jo Diaz  
District 1

Becky Payne  
District 2

Barbara Kimball  
District 3

Christene Brice  
District 4

Carolyn Handler  
District 5

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Alderman Bennett made motion seconded by Alderman McCaffrey and unanimously carried to approve a request from Girl Scout Troup 4617 to install an ADA compliant book return outside of the library.

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Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to approve the following Special Event Application submitted by Trucks N Tacos for a Cruise In:

CITY OF LONG BEACH  
SPECIAL EVENT APPLICATION

City Clerk's Office \* 201 Jeff Davis Avenue \* P.O. Box 929 \* Long Beach, MS 39560

Date Received By Clerk's Office: 4/19/24 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.

Sponsoring Organization's Legal Name: Trucks N Tacos

Organization Address: 106 Kurykendal Place Long Beach

Organization Agent: Chris Setnikar Title: LLC owner

Phone: 326-9728 Home \_\_\_\_\_ Cell 326-9728 During Event

Agent's Address: 106 Kurykendal PL Long Beach Ms 39560

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

Event Name: Trucks N Tacos Cruise In

Please give a brief description of the proposed special event:

2 DAY Cruise In at the Town Green for Trucks that are 1998/Older. Music, Vendors to bring ppl to Town Green and a place for Truck Enthusiasts to relax.

Event Day (s) & Date (s): 10/10-11<sup>th</sup> 2024 Event Time (s): 10am - 10pm

Set-Up Date & Time: 10/10/24 8:00am Tear-Down Date & Time: 10/11/24 10pm

Event Location: DownTown Long Beach Jeff Davis / Town Green

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

How many years has this event occurred? 1 "This is our 2nd"

ADOPTED: 08.18.20-BOARD ACTION

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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:

Around the Towngreen

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

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

If yes, are liquor license and liquor liability insurance attached? YES NO  
If yes, what time? \_\_\_\_\_ Until \_\_\_\_\_

**ENTERTAINMENT:** Are there any entertainment features related to this event?  YES NO

If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule. Sons of Beech Oct 10<sup>th</sup> 5-9pm

**ATTENDANCE:** What is expected (estimated) attendance for this event? \_\_\_\_\_

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

If yes, you are requested to obtain a permit through the Building/Permit Department.

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

If yes, how many? 4

As an event organizer, you must consider the availability of restroom facilities during this event. Consideration should be made regarding the type of event, the length of time it will be held, the number of people, etc. You must determine the restroom facilities in the immediate area of the event venue and then identify the potential need for portable facilities. Remember to identify accessible facilities for ADA requirements as well.

ADOPTED: 08.18.20-BOARD ACTION

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

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**INSURANCE:** All sponsors of special events must carry liability insurance with coverage of at least \$1,000,000 (1 million). An event sponsor must provide a valid certificate of insurance naming the City of Long Beach as an additional insured party on the policy. A sponsor of a Low Hazard event may request the Board of Aldermen waive the insurance requirement and execute a Hold Harmless and Indemnification Agreement. This event qualifies consideration for Low Hazard because:

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

A certificate of Insurance must be provided which names the City of Long Beach as an additional named insured party on the policy or I am requesting the Board of Aldermen waive the insurance requirement for this Low Hazard Event as identified in the paragraph above related to insurance, and I have executed the Hold Harmless and Indemnification Agreement on behalf of the event sponsor.

All food vendors must be approved by the Harrison County Health Department, and each food or other vendor must provide the City of Long Beach with a Certificate of Insurance, which names the City of Long Beach as an additional named insured party on the policy.

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

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

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

5/12/2024  
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: 08.18.20-BOARD ACTION



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Event Title: Trucks N Tacos

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

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

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

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

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

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

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

Have businesses been notified for street closures?: YES NO

Reason for disapproval: \_\_\_\_\_  
\_\_\_\_\_

Any special requirements/conditions: \_\_\_\_\_  
\_\_\_\_\_

Insurance/Indemnification Received: \_\_\_\_\_

Insurance Approved: \_\_\_\_\_

Board of Aldermen Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

ADOPTED: 08.18.20-BOARD ACTION

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October 10 & 11, 2024  
Thursday - Friday  
2 day Cruise in  
for Trucks  
10:00 am - 10:00 pm  
daily  
Town Green

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

Group / Individual Name (Permit tee):

Trucks N Tacos

Telephone Number: 228-326-9728  
Home Work Cell

Street Address: 106 KuryKendall PL

City Long Beach State MS Zip 39560

Type of Event: 2 DAY CRUISE IN for TRUCKS

Start Time: 10:00 AM

Closing Time: 10:00 PM

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on  
10-10-24 & 10-11-24  
(Date)

The person(s) requesting this permit

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

Signature [Signature] Date: 4-19-24

Rental Fee \$ 600.00 Receipt # \_\_\_\_\_ Date \_\_\_\_\_

Deposit Fee \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Date \_\_\_\_\_

Clean-up Fee \$ 600.00 Receipt # \_\_\_\_\_ Date \_\_\_\_\_

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

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STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
SECOND JUDICIAL DISTRICT

**RELEASE AND IDNEMNITY**

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3<sup>rd</sup> Street, I CHRIS SETNIKAR, 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 18<sup>th</sup> day of April, 20 24.

Authorized Signature [Signature]

Witness [Signature]

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**LONG BEACH TOWN GREEN RULES AND REGULATIONS**

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

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

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

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

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

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

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

All functions must be concluded and the premises emptied no later than midnight. Any deviation from this policy will have to 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 CRS*

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**FEES:**

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

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

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

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

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

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

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

*Initial CRS*

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### Minutes of May 7, 2024 Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Johnson and unanimously carried to approve the following Special Event Application submitted by Long Beach Fire Department for Summer Splash Day:



#### SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: \_\_\_\_\_ Time: \_\_\_\_\_ By: \_\_\_\_\_

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

#### SUMMARY OF EVENT

Event Title: Summer Splash Day

Please give a brief description of the proposed event:

\_\_\_\_\_

Event Day Date (s): June 15<sup>th</sup>, July 20<sup>th</sup> Event Time (s): 12:00-1:00

Set-Up Date & Time: 11:30 Tear-Down Date & Time: 1:30

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

Event Location Description: Splash Pad @ Fire hydrant

Sponsoring Organization's Legal Name: Courtney Cuevas ↗

Organization Agent: Long Beach Fire Department ↙

Phone: 2288631556 Home: \_\_\_\_\_ Cell: 2282911191 During Event

Agent's Address: 201 Jeff Davis Ave Long Beach

Agent's E-mail Address: Courtney.cuevas@cityoflongbeachms.com

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

How many years has this event occurred? 1

Adopted by MBGA 03/19/24

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

**STREET CLOSURES:** Start Date/Time: N/A Through Date/Time: N/A

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

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

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**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? 30

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

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

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

If yes, how many? \_\_\_\_\_

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

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

Adopted by MBRW 03/19/23

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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.)

Fire Department

**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.

4/24/24

[Signature]

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 May 7, 2024 Mayor and Board of Aldermen

Event Title: \_\_\_\_\_

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

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

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

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

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

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

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

Have businesses been notified for street closures?: YES NO

Reason for disapproval:

\_\_\_\_\_  
\_\_\_\_\_

Any special requirements/conditions:

\_\_\_\_\_  
\_\_\_\_\_

Insurance/Indemnification Received: \_\_\_\_\_

Insurance Approved: \_\_\_\_\_

Board of Aldermen Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

Adopted by MBOA 03/19/24

# Minutes of May 7, 2024 Mayor and Board of Aldermen

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

Group / Individual Name (Permit tee):  
Long Beach Fire Department  
Telephone Number: 228-363-1556  
Street Address: 261 Jeff Davis Ave Home Work Cell  
City Long Beach State MS Zip 39560  
Type of Event: Summer Splash Day  
Start Time: 12:00  
Closing Time: 1:00

It is agreed between the City of Long Beach and the permit fee that the named facility is reserved on  
June 15<sup>th</sup>, July 20<sup>th</sup>  
(Date)

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

Signature [Signature] Date: 4/24/24

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

Minutes of May 7, 2024  
Mayor and Board of Aldermen

STATE OF MISSISSIPPI  
COUNTY OF HARRISON  
SECOND JUDICIAL DISTRICT

**RELEASE AND IDNEMNITY**

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3<sup>rd</sup> Street, I \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Authorized Signature \_\_\_\_\_

Witness \_\_\_\_\_

**Minutes of May 7, 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 be approved by the Parks and Recreation Department.

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

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

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

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# Minutes of May 7, 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.

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**Minutes of May 7, 2024  
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the following request from Brandon Boggess, owner of Willie’s Fuel & Bait LLC to exercise his first 5-year renewal option for his lease:

Brandon Boggess 31 56th St. Gulfport MS. 39507 [Brandon2196@gmail.com](mailto:Brandon2196@gmail.com) 228-357-1545  
4/22/2024

Mayor Bass Office of the Mayor City of Long Beach MS

Board of Aldermen City of Long Beach MS

Dear Mayor Bass and Members of the Board of Aldermen,

I am writing to you as an owner of Willie's Fuel & Bait LLC, located at 720 S. Cleavland Ave., within the jurisdiction of the City of Long Beach, Mississippi. Our current lease agreement for the aforementioned property is set to expire on April 30th 2024. However, we hold two 5-year renewal options as per the terms of our lease agreement.

We are highly interested in exercising our renewal options and continuing our occupancy of the property for another term. Our business has thrived in this location, and the community support we have received has been invaluable to our success. Renewing our lease would not only ensure our stability but also contribute positively to the local economy and community.

Our commitment to maintaining the property and adhering to all regulations and requirements set forth by the City of Long Beach remains unwavering. We have consistently fulfilled our obligations as responsible tenants and intend to continue doing so in the future.

I kindly request your assistance in facilitating the process of executing our renewal options without any undue delay or complications. Please let us know if there are any specific procedures or documentation requirements we need to fulfill to formalize this renewal.

Should you require further information or clarification regarding our request, please do not hesitate to contact me at 228-357-1545 or email [Brandon2196@gmail.com](mailto:Brandon2196@gmail.com). We are more than willing to provide any additional details necessary to expedite the process.

Thank you for your attention to this matter. We look forward to your favorable response and the opportunity to continue our partnership with the City of Long Beach.

Sincerely,

Brandon Boggess Owner Willie's Fuel & Bait LLC Long Beach Harbor

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## Minutes of May 7, 2024 Mayor and Board of Aldermen

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**5. TERM OF AGREEMENT / RENEWAL:** The term of this agreement shall be for a period of five years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof AST shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. AST may invoice Subscriber in advance monthly, quarterly, or annually at AST's option. Unless otherwise specified herein, all recurring charges for 4(a)-(g) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

**6. MONITORING CENTER SERVICES:** Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, AST or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from AST. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of AST or AST's designee Monitoring Center and AST does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of AST and are not maintained by AST except AST may own the radio network, and AST shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish AST with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List, AST will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with AST's notification obligation. All changes and revisions shall be supplied to AST in writing. Subscriber authorizes AST to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal, Monitoring Center shall monitor video or sound for so long as Monitoring Center, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests AST to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay AST \$105.00 for each such service. AST may, without prior notice, suspend or terminate its services, in AST's sole discretion, in the event of civil unrest, rioting or natural disaster which renders monitoring or first responder response impractical, or in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by AST.

**7. REPAIR SERVICE:** Repair service pursuant to paragraph 4(b)(i), includes all parts and labor, and AST shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 8 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without AST's written consent.

**8. SUBSCRIBER REMOTE ACCESS:** If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by AST, the equipment will transmit data via Subscriber's high speed internet, cellular or radio communication service from remote device supplied by AST or Subscriber's internet or wireless connection device which is compatible with AST's remote services. AST will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the internet, over which AST has no control. The remote services server is provided either by AST or a third party. AST shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. AST shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST) or any other established criteria for encryption and AST shall have no liability for access to the alarm system by others.

**9. WIRELESS AND INTERNET ACCESS CAPABILITIES:** Subscriber is responsible for supplying high-speed internet access and/or wireless services at Subscriber's premises. AST does not provide internet services, maintain internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, AST will authorize Subscriber access. AST is not responsible for Subscriber's access to the internet or any interruption of service or down time of remote access caused by loss of internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and AST shall have no liability for such third party unauthorized access. AST is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. AST is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or internet service.

**10. ACCESS CONTROL, SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION:** If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service AST or its designee shall store and/or backup data received from Subscriber's system for a period of one year. AST shall have no liability for data corruption or inability to retrieve data even if caused by AST's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by AST and AST has no responsibility for such access or IP address service. AST shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided AST will maintain the data base for the operation of the Access Control System. Subscriber will advise AST of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to AST regarding personnel access must be in writing via email or fax to addresses designated by AST. AST shall have remote internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and internet access.

**11. a. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS:** If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. AST shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, AST shall store data received from Subscriber's system for one year. AST shall have no liability for data corruption or inability to retrieve data even if caused by AST's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by AST and AST has no responsibility for such access or IP address service. If system has remote access AST is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out. AST shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. AST has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

**b. THERMAL IMAGING DEVICES:** Thermal imaging technology is intended for initial body temperature assessment for triage use; the device is intended to be used for adjunctive diagnostic screening only, and elevated body temperature must be confirmed with another evaluation method. Subscriber requests installation of this equipment and understands the equipment is not manufactured by AST and may not be cleared through the FDA 510(k) process. The parties agree that this equipment is not intended as a medical grade device for the diagnosis, treatment, cure or prevention of disease or medical condition, of any illness, and does not create an undue risk in light of the public health emergency. Any measurement produced by the device should not be solely or primarily relied upon to diagnose or exclude a diagnosis of COVID-19, or any other disease.



# Minutes of May 7, 2024 Mayor and Board of Aldermen

Page 3 of 4  
**LIMITED WARRANTY ON SALE**

12. In the event that any part of the security equipment becomes defective, AST agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. AST reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. AST is not the manufacturer of the equipment and other than AST's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, AST makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition, its merchantability, or its fitness for any particular purpose and AST shall not be liable for consequential damages. No equipment provided by AST is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent a disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or any illness. AST does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. AST expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than AST. Subscriber acknowledges that any affirmation of fact or promise made by AST shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on AST's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that AST has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for AST's breach of this agreement or negligence to any degree under this agreement is to require AST to repair or replace, at AST's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, AST will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

**GENERAL PROVISIONS**

13. **DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** AST shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including AST's negligence or failure to perform any obligation. The estimated date works is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of AST, AST shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay AST the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of AST on less than 24 hour notice to AST. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of AST, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. Should AST be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay AST for such service or material.

14. **TESTING OF SECURITY SYSTEM:** The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify AST if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. AST shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, AST shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise AST of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and AST fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to AST, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by AST, evidencing that warranty service was requested by Subscriber.

15. **CARE AND SERVICE OF SECURITY SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without AST's written consent.

16. **ALTERATION OF PREMISES FOR INSTALLATION:** AST is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary. In AST's sole discretion for the installation and service of the security system, and AST shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

17. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by AST.

18. **LIEN LAW:** AST or any subcontractor engaged by AST to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

*Bob Long  
Long Beach*

19. **INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to defend, defend expenses for litigation and arbitration, including investigation, legal and expert witness fees, attorney and hold harmless AST, its employees, agents and subcontractors, from and against all claims, lawsuits, judgments, damages, costs, expenses, and reasonable attorneys' fees and disbursements, asserted against and alleged to be caused by AST's performance, negligence or failure to perform any obligation under or in furtherance of this agreement or failure to detect, mitigate or respond to any communicable disease, infectious agent, bacteria or virus. Parties agree that there are no third party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation. Subscriber's insurance carrier may not have a claim against AST or AST's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of AST, which may not be unreasonably withheld. AST shall have the right to assign this agreement to any successor in interest in the premises and shall be relieved of any obligations hereon upon such assignment.

20. **EXCULPATORY CLAUSE:** AST and Subscriber agree that AST is not an insurer and no insurance coverage is offered herein. The equipment and AST's services are designed to detect and reduce certain risks of loss, though AST does not guarantee that no loss or damage will occur. No equipment provided by AST is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or illness. AST is not assuming liability, and, therefore, Subscriber agrees AST, shall not be liable to Subscriber or any other third party, and Subscriber covenants not to sue AST, for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury, health condition or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water, any communicable disease, infectious agent, bacteria, virus, illness or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by AST's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

21. **INSURANCE / ALLOCATION OF RISK:** Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and AST is named as additional insured and which shall on a primary and non-contributing basis cover any loss or damage AST's services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, or AST's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. AST shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against AST and its subcontractors for loss or damages caused by perils intended to be detected by AST's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

22. **LIMITATION OF LIABILITY:** SUBSCRIBER AGREES THAT, EXCEPT FOR AST'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF AST AS A RESULT OF AST'S BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF AST'S OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT AST'S LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 8 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE AST'S AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSISTENT WITH AST'S INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING AST'S LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, AND ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS

# Minutes of May 7, 2024 Mayor and Board of Aldermen

*gls*  
*Long Beach*

**23. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION:** The parties agree that due to the nature of the services to be provided by AST, the payments to be made by the Subscriber for the term of this agreement form an integral part of AST's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix AST's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to ASI, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and ASI shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

**SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.**  
The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action or proceeding commenced by AST against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER MAY BRING CLAIMS AGAINST AST ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF LIABILITY, SHALL BE THE SOLE CONCERN OF THE PARTY TO THE DISPUTE. BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC. THE ARBITRATOR'S RESIDENCE IN MASSACHUSETTS NEW YORK, PURSUANT TO THE ARBITRATION RULES AT [WWW.ARBITRATIONSERVICESINC.COM](http://WWW.ARBITRATIONSERVICESINC.COM). AND THE PERPETUAL ARBITRATION AGREEMENT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. THE PARTIES SHALL BE BOUND BY THE TERMS OF THIS AGREEMENT, and shall, on request of a party, conduct proceedings by telephone, video, submission of papers or in person hearing. By agreeing to the arbitration provision the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Mississippi, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where AST's principal place of business is located. The parties waive their right to jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred unless prohibited by law. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against AST in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

**SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.**

**24. AST'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Subscriber agrees that AST is authorized and permitted to subcontract any services to be provided by AST to third parties who may be independent of AST, and that AST shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints AST to act as Subscriber's agent with respect to such third parties, except that AST shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to AST's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of AST.

**25. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS:** Subscriber shall notify AST in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event AST discovers the presence of suspected asbestos or other hazardous material, ASI shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate AST for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If AST, in its sole discretion, determines that continuing the work poses a risk to AST or its employees or agents, AST may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate AST for all services rendered and material provided to date of termination. AST shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall AST be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

**26. NON-SOLICITATION:** Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of AST assigned by AST to perform any service for or on behalf of Subscriber for a period of two years after AST has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, AST shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with AST, times twelve, together with AST's counsel and expert witness fees.

**27. FALSE ALARMS / PERMIT FEES / WITNESS FEES:** Subscriber is responsible for all alarm permits and fees, agree to file for and maintain any permits required by applicable law and indemnify or reimburse AST for any fees or fines relating to permits or false alarms. AST shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons AST requiring any services or appearances, Subscriber agrees to pay AST \$150 per hour for such services and appearances. Subscriber shall reimburse AST for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

**28. SECURITY INTEREST / COLLATERAL:** To secure Subscriber's obligations under this agreement Subscriber grants AST a security interest in the security equipment installed by AST and AST is authorized to file a financing statement.

**29. CREDIT INVESTIGATION:** Subscriber and any guarantor authorize AST to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

**30. FULL AGREEMENT / SEVERABILITY:** This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.**

**ALL SAFE TECHNOLOGIES, LLC:**

By: \_\_\_\_\_  
Signature

**SUBSCRIBER:**  
*George L. Bass* Mayor  
Subscriber: Signature by Authorized Officer Title of Person Signing

*George L. Bass* *604-6000637*  
Print Name of Subscriber Tax ID or EIN

Subscriber's Email Address: *mayor@cityoflongbeach.ms.com*

The undersigned personally guarantees Subscriber's performance of this agreement and agrees to be bound by all terms as a party herein.

Signature (Name Must Be Printed Below) SS# \_\_\_\_\_

Print Name Residence Address \_\_\_\_\_

# Minutes of May 7, 2024 Mayor and Board of Aldermen

All Other Contracted Services of Equipment & Services  
for both hardware & software, To: (334) 264-9388  
NRECE# 18AUM CONTRACT# 2023-014-0000

MS License No.: 15005764; Complaints against licensees may be directed to:  
Alabama Electronic Security Board of Licensure, 7956 Vaughn Road PMB 392  
Montgomery, AL 38116, or by phone (334) 264-9388, License No.: AESBL#832

**ALL SAFE TECHNOLOGIES, LLC**  
2620 25<sup>TH</sup> Avenue  
Gulfport, MS 39501  
(866) 801-0000

### SCHEDULE OF EQUIPMENT AND SERVICES

New System:

Service Plan: Accept  Decline

All Safe Technologies recommends protecting your investment through the purchase of a service plan. Please ask your sales representative about the options available.

Equipment Add-on:

Existing System Monitoring Takeover:  \*\*\*see below

Describe Equipment (Model #):

- 1-32 Channel NVR
- 1-Installed Seagate SkyHawk 8TB AI Hard Drive
- 1-1000VA Power Supply
- 2-8 Port PoE Switch
- 19-5MP IP Turret 131ft IR Starlight
- 2-5 GHz 300 Mbps 13 dBi Outdoor CPE
- 13-Junction Box/wall mount

Describe Services:

Platinum Service Plan: \$42.43 per month

48 months to be paid up front for Platinum Service Plan: \$2036.64

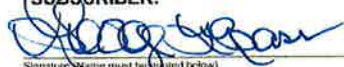
\*\*\*Existing System Monitoring Takeover – All Safe Technologies will program customer owned system(s) for monitoring per agreement. All Safe Technologies will evaluate the system for proper operation and advise customer of any inoperable devices or deficiencies. Customer acknowledges there is no warranty on existing system components and any required repairs will be at customer expense.

Customer reserves the right to cancel this agreement if All Safe Technologies is either unable to program system for monitoring or chooses to not complete repairs as advised. Customer Initials:

Date: 01/16/2024

**ALL SAFE TECHNOLOGIES, LLC:**

By: \_\_\_\_\_  
Signature

**SUBSCRIBER:**  
  
Signature (Name must be printed below)  
George L. Bass  
Print Name

## Minutes of May 7, 2024 Mayor and Board of Aldermen

[www.alarm.com](http://www.alarm.com)

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## Minutes of May 7, 2024 Mayor and Board of Aldermen

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# Minutes of May 7, 2024 Mayor and Board of Aldermen

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\*\*\*\*\*

There came on for discussion 415 West Old Pass Road Non-Conforming Zoning Issue, whereupon Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to refer this issue to the Planning & Development Commission for possible remedies.

\*\*\*\*\*

Minutes of May 7, 2024  
Mayor and Board of Aldermen

There came on for discussion amending Ordinance #591 – Trenching, whereupon Alderman Brown made motion seconded by Alderman McGoey and unanimously carried to direct City Attorney Steve Simpson to amend said ordinance to include the following:

Note -- ensure correct numbering format...the City's online ordinance directory doesn't match the actual ordinance 591.

Sec. 30-76

(a) Resurfacing

(1) For all areas impacted by a trench permittee, after completion of the trenching and restoration and compaction of backfill and subgrade, permittee shall mill and overlay the full lane width of all lanes impacted by the work, plus 25' linear feet on each side of the impacted area. Milling and overlay shall be 1-1/2" in thickness using asphalt meeting current MDOT standards. Final pavement section thicknesses (including the overlay) shall match existing conditions. Where the existing roadway has striping, permittee shall restore it to existing conditions utilizing thermoplastic striping.

(1) Where the excavation is in the direction of traffic, the permittee shall resurface the entire length of the excavation area plus the excavation influence area on each end, and the entire width of the public right-of-way from curblines to curblines, or where a raised median is present the owner shall resurface from the curblines to the median. Where there has been a 50 percent or greater surface area impacted, the permittee will be required to resurface the entire lane within the construction area. Where there has been a 50 percent or greater surface area impacted on an entire roadway, the permittee will be required to resurface the entire road section within the construction area.

(2) Where the excavation is perpendicular to the direction of traffic, the permittee shall resurface the length of the excavation from curblines to curblines or the length of the excavation plus the excavation influence area extending on each end of the excavation, whichever is less. This resurface shall also include the excavation area plus the excavation influence area on each side of the excavation.

(3) Where a raised median is present and the excavation is perpendicular to the direction of traffic, the permittee shall resurface either from the raised median to the curblines, or for the length of the excavation, plus the excavation influence area extending on each end of the excavation, whichever is less. This resurface shall also include the excavation plus the excavation influence area on each side of the excavation.

Ordinance 591  
Section 8 (2)

(2) *Backfilling.* Before backfilling of any cuts, trenches, or openings in streets, roads, or right-of-way, the permittee shall request an inspection by the Director of Public works or his or her designee. All backfill materials will be free from cinders, ashes, refuse, vegetable or organic matter, boulders, rocks or stones, wet material, or other materials which renders same unsuitable to obtain a firm and compact cover for the installed pipe. The backfill shall be placed in layers not to exceed six (6) inches and each layer shall be thoroughly compacted to not less than ninety-five (95) percent of the maximum dry density as defined by a Modified Proctor Test. Flowable fill will be substitute for compacted back-fill when directed by the Director of Public works or his or her designee. A Modified Proctor Test (ASTM D1557) shall be conducted by an independent soil testing firm and the results given to the Director of Public works or his or her designee. The cost of this test shall be borne by the permittee or the person, firm, or corporation doing the backfill.

\*\*\*\*\*

**Minutes of May 7, 2024  
Mayor and Board of Aldermen**

Mayor Bass apprised the Board of the mid-year budget review information that was included in their packets. He asked them to review it so a work session could be scheduled if necessary.

\*\*\*\*\*

It came on for discussion a drainage issue on Pineville Road near the intersection of Old Pass Road. Mayor Bass apprised the Board that additional drainage pipe needed to be installed prior to re-paving to prevent the sloughing off of the edge of the road. Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the purchase of pipe as per the following estimate provided by Public Works:

**CITY OF LONG BEACH** Prices from Coburn Supply Co.  
**Polyethylene Pipe Order Form (2023 - 2024)**

	BID PRICE	QTY	TOTAL
<b>POLYETHYLENE CULVERT PIPE (SMOOTH INTERIOR ONLY)</b>			
10"	\$10.27		\$0.00
12"	\$10.18		\$0.00
15"	\$14.17	300	\$4,251.00
18"	\$18.83		\$0.00
24"	\$31.51		\$0.00
30"	\$45.18		\$0.00
36"	\$56.65		\$0.00
42"	\$72.93		\$0.00
48"	\$91.93		\$0.00
60"	\$158.32		\$0.00
<b>COUPLINGS</b>			
10"	\$14.99		\$0.00
12"	\$16.91		\$0.00
15"	\$28.17	14	\$394.38
18"	\$48.00		\$0.00
24"	\$67.69		\$0.00
30"	\$157.37		\$0.00
36"	\$218.96		\$0.00
42"	\$320.49		\$0.00
48"	\$379.22		\$0.00
60"	\$585.24		\$0.00
<b>BELL &amp; SPIGOT W/RUBBER GASKET</b>			
12"	\$10.18		\$0.00
15"	\$14.17		\$0.00
18"	\$18.83		\$0.00
24"	\$31.51		\$0.00
30"	\$45.18		\$0.00
36"	\$56.65		\$0.00
42"	\$72.93		\$0.00
48"	\$91.93		\$0.00
60"	\$158.32		\$0.00
<b>CORRUGATED POLYETHYLENE T'S</b>			
10"	\$165.01		\$0.00
12"	\$223.65		\$0.00
15"	\$334.29	7	\$2,340.03
18"	\$468.96		\$0.00
24"	\$725.04		\$0.00
30"	\$1,463.10		\$0.00
36"	\$1,968.23		\$0.00
Filter Fabric & Concrete			\$1,000.00
		<b>TOTAL ORDER</b>	<b>\$7,985.41</b>

It was also noted that Public Works would be providing the labor for installation of said pipe.



**Minutes of May 7, 2024  
Mayor and Board of Aldermen**

\*\*\*\*\*

Mayor Bass and Alderman Bennett left the meeting at this time. Alderman Frazer served as Mayor Pro Tempore for the remainder of the meeting.

\*\*\*\*\*

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

Mayor's Office:

- Step Increase, Community Affairs Director Courtney Cuevas, CSA9-I, effective June 1, 2024

Building Office:

- Step Increase, Building Permit Clerk Tina Dahl, CSA7-XVI, effective June 1, 2024.

\*\*\*\*\*

Alderman Brown made motion seconded by Alderman Parker and unanimously carried to schedule a Public Hearing for Redistricting on Tuesday, June 4, 2024 at 5:00 pm. Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi and authorize the following advertisement:

**LONG BEACH, MISSISSIPPI  
LEGAL NOTICE  
PUBLIC HEARING**

**Notice is hereby given that the Mayor and Board of Aldermen, Long Beach, Mississippi, will hold a public hearing on Tuesday, June 4, 2024 at 5:00 o'clock p.m. at the City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi. The purpose of this public hearing is to receive public comments on a proposed redistricting plan to redraw the voting district lines based on the 2020 census results. This public hearing will be held for the specific purpose of informing the public of the proposed redistricting and to allow the public to offer any comments about the proposed plan. This hearing will also allow citizens the opportunity to be heard and participate in the process leading to the adoption of a proposed redistricting plan which will be submitted to the Mississippi Secretary of State.**

**The proposed plan may be viewed on the City's website, [www.cityoflongbeachms.com](http://www.cityoflongbeachms.com) Written comments may be mailed to Stacey Dahl, City Clerk, P.O. Box 929, Long Beach, MS 39560. Written comments received by the Mayor and Board of Aldermen shall become a part of the public hearing record.**

**ORDERED, this the 7<sup>th</sup> day of May, 2024, Mayor and Board of Aldermen, Long Beach, Mississippi.**

**/s/signed**

**Stacey Dahl , City Clerk**

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**Minutes of May 7, 2024  
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman Johnson and unanimously carried to approve the following contract with Bottom 2 Top Construction for the Edmund Drive Subdivision Water System Improvements, and authorize the Mayor to execute same:

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

This Agreement is by and between City of Long Beach, MS ("Owner") and Bottom 2 Top Construction, LLC. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

**ARTICLE 1—WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: improve the water and drainage system on Edmund Drive and Edmund Circle and services required for the removal, furnishing, installation, and testing of valves, including any related materials and other appurtenances and all related work.

**ARTICLE 2—THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **EDMUND DRIVE SUBDIVISION WATER SYSTEM IMPROVEMENTS.**

**ARTICLE 3—ENGINEER**

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

**ARTICLE 4—CONTRACT TIMES**

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before **the date established by the Notice to Proceed**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.
- 4.03 *Contract Times: Days*
- A. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 days after the date when the Contract Time commences to run.

## Minutes of May 7, 2024 Mayor and Board of Aldermen

### 4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

### 4.06 *Special Damages*

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

## ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) at the prices stated in Contractor's Bid. The initial total

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## Minutes of May 7, 2024 Mayor and Board of Aldermen

Contract Price is:

~~Five Hundred Forty-Three Thousand Nine Hundred Twenty-Seven Dollars and Seventy-Four Cents~~    **\$543,927.74**

(words)

(numerals)

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

### ARTICLE 6—PAYMENT PROCEDURES

#### 6.01 *Submittal and Processing of Payments*

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

#### 6.02 *Progress Payments; Retainage*

A. Five percent (5%) of the total of each monthly estimate shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the Engineer's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. Provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2 ½%). Subsequent to Substantial Completion of all work, acceptable to the Engineer, Engineer will have the option to reduce the held retainage until project close-out.

#### 6.03 *Final Payment*

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

#### 6.04 *Consent of Surety*

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

### ARTICLE 7—CONTRACT DOCUMENTS

#### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.

## Minutes of May 7, 2024 Mayor and Board of Aldermen

5. All General & Technical Specifications as listed in the table of contents of the project manual, including instructions to bidders, bid form, front end documents, etc. (copy of list attached).
  6. Drawings (not attached but incorporated by reference) consisting of 13 sheets with each sheet bearing the following general title: **EDMUND DRIVE SUBDIVISION WATER SYSTEM IMPROVEMENTS**.
  8. Addenda (numbers **N/A** to **NA**, inclusive).
  9. Exhibits to this Agreement (enumerated as follows): **N/A**
  10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

### ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

#### 8.01 *Contractor's Representations*

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

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## Minutes of May 7, 2024 Mayor and Board of Aldermen

procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

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

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

# Minutes of May 7, 2024 Mayor and Board of Aldermen

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

This Agreement will be effective on May 7, 2024 (which is the Effective Date of the Contract).

Owner:

City of Long Beach

(typed or printed name of organization)

By: 

(individual's signature)

Date: 5-8-24

(date signed)

Name: George Bass

(typed or printed)

Title: Mayor

(typed or printed)

Attest: 

(individual's signature)

Title: City Clerk

(typed or printed)

Address for giving notices:

P.O. Box 929

Long Beach, MS 39560

228-863-1556

Designated Representative:

Name: David Ball, P.E.

(typed or printed)

Title: City Engineer

(typed or printed)

Address:

123 Jeff Davis Ave.

Long Beach, MS 39560

Phone: 228-967-7137

Email: david@overstreeteng.com

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

Contractor:

Bottom 2 Top Construction, LLC.

(typed or printed name of organization)

By: 

(individual's signature)

Date: 5/11/2024

(date signed)

Name: Sara Fox

(typed or printed)

Title: Owner

(typed or printed)

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

Attest: 

(individual's signature)

Title: Witness

(typed or printed)

Address for giving notices:

16708 Hwy 67

Biloxi, MS 39532

228-731-3795

Designated Representative:

Name: Joseph Raffeo

(typed or printed)

Title: Owner

(typed or printed)

Address:

16708 Hwy 67

Biloxi, MS 39532

Phone: 228-314-3811

Email: jraffeo@bottom2top.net

License No.: 23104-MC  
(where applicable)

State: Mississippi

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Minutes of May 7, 2024  
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/24/2024

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

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

PRODUCER: Cadence Insurance, 760 Howard Ave., 2nd Floor, Biloxi MS 39530. CONTACT NAME: Mary Brumley, PHONE (Ac. No. Ext): 228-400-0328, FAX (Ac. No.): 228-604-8053, E-MAIL ADDRESS: mary.brumley@cadenceinsurance.com. License#: PC-1992395 BOTT210-01. INSURER A: Brierfield Insurance Company, NAIC #: 10993. INSURED: Bottom 2 Top Construction, LLC, 16708 Hwy 67, Biloxi MS 39532.

COVERAGES CERTIFICATE NUMBER: 495443517 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Installation Floater.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project - Edmund Drive Subdivision Water System Improvements. General Liability & Umbrella policies Includes automatic additional insured applicable as required by written contract.

CERTIFICATE HOLDER: City of Long Beach, P.O. Box 929, Long Beach MS 39560. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Paul T. Mason

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

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

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

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



# Minutes of May 7, 2024 Mayor and Board of Aldermen

## PERFORMANCE BOND

Bond No. 7461483

<b>Contractor</b> Name: Bottom 2 Top Construction LLC Address (principal place of business): 16708 Highway 67 Biloxi, MS 39532	<b>Surety</b> Name: Old Republic Surety Company Address (principal place of business): P.O. Box 1635 Milwaukee, WI 53201
<b>Owner</b> Name: City of Long Beach Mailing address (principal place of business): P O Box 929 Long Beach, MS 39560	<b>Contract</b> Description (name and location): Edmund Drive Subdivision Water System Improvements  Contract Price: \$543,927.74 Effective Date of Contract:
<b>Bond</b> Bond Amount: \$543,927.74 Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Contractor as Principal</b> Bottom 2 Top Construction LLC (Full formal name of Contractor)	<b>Surety</b> Old Republic Surety Company (Full formal name of Surety) (Corporate seal)
By: <u>Sara Fox</u> (Signature)	By: <u>Lisa R. Butler</u> (Signature) (Attach Power of Attorney)
Name: <u>Sara Fox</u> (Printed or typed)	Name: <u>Lisa R. Butler</u> (Printed or typed)
Title: <u>Owner</u>	Title: <u>Attorney-in-Fact, MS Resident Agent</u>
Attest: <u>[Signature]</u> (Signature)	Attest: <u>Ryan Anderson</u> (Signature)
Name: <u>Kevin Scripps</u> (Printed or typed)	Name: <u>Ryan Anderson</u> (Printed or typed)
Title: <u>Witness</u>	Title: <u>Witness</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

## Minutes of May 7, 2024 Mayor and Board of Aldermen

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

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EJCDC® C-610, Performance Bond.

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## Minutes of May 7, 2024 Mayor and Board of Aldermen

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

**Minutes of May 7, 2024  
Mayor and Board of Aldermen**

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

14. Definitions

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

# Minutes of May 7, 2024 Mayor and Board of Aldermen

## PAYMENT BOND

Bond No. 7461483

<b>Contractor</b> Name: Bottom 2 Top Construction LLC Address (principal place of business): 16708 Highway 67 Biloxi, MS 39532	<b>Surety</b> Name: Old Republic Surety Company Address (principal place of business): P.O. Box 1635 Milwaukee, WI 53201
<b>Owner</b> Name: City of Long Beach Mailing address (principal place of business): P O Box 929 Long Beach, MS 39560	<b>Contract</b> Description (name and location): Edmund Drive Subdivision Water System Improvements  Contract Price: \$543,927.74 Effective Date of Contract:
<b>Bond</b> Bond Amount: \$543,927.74 Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Bottom 2 Top Construction LLC <small>(Full formal name of Contractor)</small>	Surety Old Republic Surety Company <small>(Full formal name of Surety) (Corporate seal)</small>
By: <u>Sara Fox</u> <small>(Signature)</small>	By: <u>Lisa R. Butler</u> <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>Sara Fox</u> <small>(Printed or typed)</small>	Name: <u>Lisa R. Butler</u> <small>(Printed or typed)</small>
Title: <u>Owner</u>	Title: <u>Attorney-in-Fact, MS Resident Agent</u>
Attest: <u>Kevin Scarpas</u> <small>(Signature)</small>	Attest: <u>Ryan Anderson</u> <small>(Signature)</small>
Name: <u>Kevin Scarpas</u> <small>(Printed or typed)</small>	Name: <u>Ryan Anderson</u> <small>(Printed or typed)</small>
Title: <u>Witness</u>	Title: <u>Witness</u>
<small>Notes (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</small>	

**Minutes of May 7, 2024  
Mayor and Board of Aldermen**

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

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## Minutes of May 7, 2024 Mayor and Board of Aldermen

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

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**Minutes of May 7, 2024  
Mayor and Board of Aldermen**

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: [Describe modification or enter "None"]



# Minutes of May 7, 2024 Mayor and Board of Aldermen



## OLD REPUBLIC SURETY COMPANY

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: TROY WAGENER, JIM E BRASHIER, TEB JONES, DAVID FORIENBERRY, MARY NORVAL, KIM DARHUMI, F ROSS BELL, KATHLEEN B SCARBOROUGH, DEWEY B MASON, SUSAN M SKRIMETTA, JOSEPH H ULATIL, LISA R WUILER, PAH GK T MASON, CHRIS BODICE, SHARON TULEN, CHARLOTTE A DABSEY, LESLIE R AMBERSCH, DEDDIE DUNAWAY, JAMES ELEY BRASHER, TENDRA POSEY & GUAFFORI MS

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.


RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.


RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24th day of February 2023

  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24th day of February 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public

My Commission Expires September 28, 2026  
(Expiration of notary's commission does not invalidate this instrument)

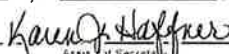
### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



87-0829

Signed and sealed at the City of Brookfield, WI this \_\_\_\_\_ day of \_\_\_\_\_

  
Assistant Secretary

ORSC 22262 (3-06)

CADENCE INSURANCE, INC.

\*\*\*\*\*

**Minutes of May 7, 2024  
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following contract with L J Construction, Inc. for Clower/Kuyrkendall Pump Station Improvements, and authorize the Mayor to execute same:

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

This Agreement is by and between City of Long Beach, MS ("Owner") and L J Construction, Inc. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

**ARTICLE 1—WORK**

- 1.01 Contractor shall complete all Work as specified or Indicated in the Contract Documents. The Work is generally described as follows: installing a 4-inch force main and modifying an existing pump station and services required for the removal, furnishing, installation, and testing of valves, top of wet well, access hatches, electrical, pumps, controls, guide rails, and riser piping, including any related materials and other appurtenances such as base, pump coupler, and any modifications and all related work.

**ARTICLE 2—THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **CLOWER / KUYRKENDALL PUMP STATION IMPROVEMENTS.**

**ARTICLE 3—ENGINEER**

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

**ARTICLE 4—CONTRACT TIMES**

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before the date established by the Notice to Proceed, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.
- 4.03 *Contract Times: Days*
- A. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 days after the date when the Contract Time commences to run.

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## Minutes of May 7, 2024 Mayor and Board of Aldermen

### 4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

### 4.06 *Special Damages*

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

### ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) at the prices stated in Contractor's Bid. The initial total

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## Minutes of May 7, 2024 Mayor and Board of Aldermen

Contract Price is:

<u>Two Hundred One Thousand Nine Hundred Seventy-Seven Dollars and Thirty Cents</u>	<u>\$201,977.30</u>
(words)	(numerals)

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

### ARTICLE 6—PAYMENT PROCEDURES

#### 6.01 *Submittal and Processing of Payments*

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

#### 6.02 *Progress Payments; Retainage*

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

#### 6.03 *Final Payment*

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

#### 6.04 *Consent of Surety*

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

### ARTICLE 7—CONTRACT DOCUMENTS

#### 7.01 *Contents*

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

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

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## Minutes of May 7, 2024 Mayor and Board of Aldermen

5. All General & Technical Specifications as listed in the table of contents of the project manual, including instructions to bidders, bid form, front end documents, etc. (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of 11 sheets with each sheet bearing the following general title: **CLOWER / KUYRKENDALL PUMP STATION IMPROVEMENTS**.
8. Addenda (numbers 1 to 1, inclusive). (not attached but incorporated by reference.)
9. Exhibits to this Agreement (enumerated as follows): **N/A**
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

### ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

#### 8.01 *Contractor's Representations*

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

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## Minutes of May 7, 2024 Mayor and Board of Aldermen

procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

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

### 8.02 Contractor's Certifications


- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

# Minutes of May 7, 2024 Mayor and Board of Aldermen

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

This Agreement will be effective on 5/7, 2024 (which is the Effective Date of the Contract).

Owner:  
City of Long Beach  
(typed or printed name of organization)

By:   
(individual's signature)

Date: 5-8-24  
(date signed)

Name: George Bass  
(typed or printed)

Title: Mayor  
(typed or printed)

Attest:   
(individual's signature)

Title: City Clerk  
(typed or printed)

Address for giving notices:  
P.O. Box 929

Long Beach, MS 39560

228-863-1556

Designated Representative:  
Name: David Ball, P.E.  
(typed or printed)

Title: City Engineer  
(typed or printed)

Address:  
123 Jeff Davis Ave.

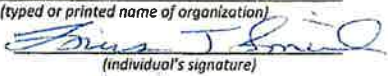
Long Beach, MS 39560

Phone: 228-967-7137

Email: david@overstreeteng.com

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

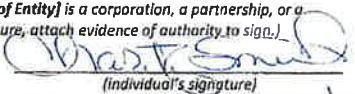
Contractor:  
LJ Construction, Inc.  
(typed or printed name of organization)

By:   
(individual's signature)

Date: 05/07/24  
(date signed)

Name: Louis J. Smith  
(typed or printed)

Title: President  
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)  
Attest:   
(individual's signature)

Title: Vice President  
(typed or printed)

Address for giving notices:  
11226 Dobson Road

Gulfport, MS 39503

228-832-1616

Designated Representative:  
Name: Christy Smith  
(typed or printed)

Title: Vice President  
(typed or printed)

Address:  
11226 Dobson Road

Gulfport, MS 39503

Phone: 228-832-1616

Email: ljconstco@aol.com

License No.: 12105-MC  
(where applicable)




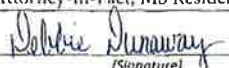
State: Mississippi

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## Minutes of May 7, 2024 Mayor and Board of Aldermen

BOND # 100416332

### PERFORMANCE BOND

<b>Contractor</b> Name: L J Construction Inc. Address (principal place of business): 11226 Dobson Rd. Gulfport, MS 39503	<b>Surety</b> Name: Merchants National Bonding, Inc. Address (principal place of business): P.O. Box 14498 Des Moines, IA 50306
<b>Owner</b> Name: City of Long Beach Mailing address (principal place of business): P.O. Box 929 Long Beach, MS 39560	<b>Contract</b> Description (name and location): Clower / Kuyrkendall Pump Station Improvements  Contract Price: \$201,977.30 Effective Date of Contract:
<b>Bond</b> Bond Amount: \$201,977.30 Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal L J Construction Inc. <small>(Full formal name of Contractor)</small>	Surety Merchants National Bonding, Inc. <small>(Full formal name of Surety) (Corporate seal)</small>
By:  <small>(Signature)</small> Name: <u>Louis J. Smith</u> <small>(Printed or typed)</small>	By:  <small>(Signature) (Attach Power of Attorney)</small> Name: <u>Lisa R. Butler</u> <small>(Printed or typed)</small>
Title: <u>President</u> Attest:  <small>(Signature)</small> Name: <u>Chasity Smith</u> <small>(Printed or typed)</small>	Title: <u>Attorney-in-Fact, MS Resident Agent</u> Attest:  <small>(Signature)</small> Name: <u>Debbie Dunaway</u> <small>(Printed or typed)</small>
Title: <u>Vice president</u>	Title: <u>Witness</u>
<small>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</small>	



## Minutes of May 7, 2024 Mayor and Board of Aldermen

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

## Minutes of May 7, 2024 Mayor and Board of Aldermen

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

## Minutes of May 7, 2024 Mayor and Board of Aldermen

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


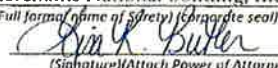
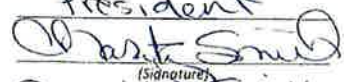
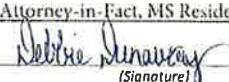
#### 14. Definitions

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

## Minutes of May 7, 2024 Mayor and Board of Aldermen

BOND # 100416332

### PAYMENT BOND

<b>Contractor</b> Name: L J Construction Inc. Address (principal place of business): 11226 Dobson Rd. Gulfport, MS 39503	<b>Surety</b> Name: Merchants National Bonding, Inc. Address (principal place of business): P.O. Box 14498 Des Moines, IA 50306
<b>Owner</b> Name: City of Long Beach Mailing address (principal place of business): P.O. Box 929 Long Beach, MS 39560	<b>Contract</b> Description (name and location): Clower / Kuykendall Pump Station Improvements  Contract Price: \$201,977.30 Effective Date of Contract
<b>Bond</b> Bond Amount: \$201,977.30 Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal L J Construction Inc. <small>(Full formal name of Contractor)</small>	Surety Merchants National Bonding, Inc. <small>(Full formal name of surety) (Corporate seal)</small>
By:  <small>(Signature)</small> Name: <u>Louis J. Smith</u> <small>(Printed or typed)</small>	By:  <small>(Signature)(Attach Power of Attorney)</small> Name: <u>Lisa R. Butler</u> <small>(Printed or typed)</small>
Title: <u>President</u>	Title: <u>Attorney-in-Fact, MS Resident Agent</u>
Attest:  <small>(Signature)</small> Name: <u>Chasity Smith</u> <small>(Printed or typed)</small>	Attest:  <small>(Signature)</small> Name: <u>Debbie Dunaway</u> <small>(Printed or typed)</small>
Title: <u>Vice president</u>	Title: <u>Witness</u>
<small>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable</small>	

## Minutes of May 7, 2024 Mayor and Board of Aldermen

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

## Minutes of May 7, 2024 Mayor and Board of Aldermen

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

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Mayor and Board of Aldermen**

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

# Minutes of May 7, 2024 Mayor and Board of Aldermen

## MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

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

Charlotte Ramsey; Chris Boone; David R Fortenberry; Debbie Dunaway; Dewey B Mason; James Eley Brashier; Jennifer Roberts; Julie C Livingston; Kathleen Scarborough; Kimberly B Barhum; Leslie Ryan Anderson; Lisa R Butler; Mary J Norval; Patrick Thomas Mason; Sharon L Tulen; Susen Skmetta; Troy P Wagener

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

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

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

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

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

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

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

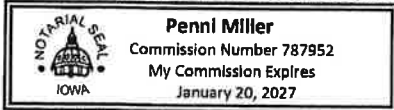


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

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



*Penni Miller*  
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this \_\_\_\_\_ day of \_\_\_\_\_



*William Warner Jr.*  
Secretary

POA 0018 (1/24)



# Minutes of May 7, 2024 Mayor and Board of Aldermen



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/30/2024

**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).**

<b>PRODUCER</b> Cadence Insurance 2909 13th Street, 4th Floor Gulfport MS 39501  License#: PC-1092395 L.CONST-01	<b>CONTACT NAME:</b> Liz Williams <b>PHONE (A/C, No, Ext):</b> 228-863-5362 <b>FAX (A/C, No):</b> 228-863-1957 <b>E-MAIL ADDRESS:</b> liz.williams@cadenceinsurance.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Brierfield Insurance Company</td> <td>10993</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Brierfield Insurance Company	10993	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Brierfield Insurance Company	10993														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**      **CERTIFICATE NUMBER: 477877047**      **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.**

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

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

<b>CERTIFICATE HOLDER</b>  Overstreet & Associates Consulting Engineers 161 Lameuse Street, Suite 203 Biloxi MS 39530	<b>CANCELLATION</b>  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 May 7, 2024 Mayor and Board of Aldermen



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/02/2024

**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).**

<b>PRODUCER</b> Lockton Companies for CoAdvantage 444 West 47th Street #900 Kansas City, MO 64112	<b>CONTACT NAME:</b> PHONE (866) 854-5423      FAX (866) No) (INC. No, Ext): E-MAIL: col@coadvantage.com ADDRESS:														
<b>INSURED</b> CoAdvantage Corporation All. Emp: L.J. CONSTRUCTION INC 101 Riverfront Blvd Suite 300 Bradenton, FL 34205	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Zurich Insurance Company	40142	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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**COVERAGES      CERTIFICATE NUMBER: 24FL09D1107778      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDC. SUBR. INSD. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS 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) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC 56-11-942-10	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
			<b>Location Coverage Period:</b>	04/01/2024	04/01/2025	<b>Client# 108806-MS</b>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Coverage is provided for only those co-employees of, but not subcontractors to:  
 L.J. CONSTRUCTION INC  
 11226 Dobson Rd  
 Gulfport, MS 39503  
 Project: Clower/Kuykendall Pump Station Imp.

<b>CERTIFICATE HOLDER</b>  Overstreet & Associates 123 Jeff Davis Avenue Long Beach, MS 39580	<b>CANCELLATION</b>  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 May 7, 2024 Mayor and Board of Aldermen



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/02/2024

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<b>PRODUCER</b> Lockton Companies for CoAdvantage 444 West 47th Street #900 Kansas City, MO 64112	<b>CONTACT</b> NAME: PHONE (INC. No., Ext): (866) 854-5423      FAX (A/C. No.): E-MAIL: col@coadvantage.com ADDRESS:														
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 11226 Dobson Rd  
 Gulfport, MS 39503  
 Project: Clower/Kuyrkendall Pump Station Improvements

<b>CERTIFICATE HOLDER</b>  City of Long Beach, MS P.O. Box 929 Long Beach, MS 39560	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 26 (2018/03)      The ACORD name and logo are registered marks of ACORD

\* \* \* \* \*

Minutes of May 7, 2024  
Mayor and Board of Aldermen

There came upon for discussion 2023 Paving Plan – Striping, whereupon City Engineer David Ball provided the following:



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

May 2, 2024

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

RE: 2023 Paving Plan - Striping

Ladies and Gentlemen:

At a previous meeting, the City elected to request assistance from Harrison County to install thermoplastic striping on the major roads that are proposed for re-paving in the referenced project. To date, we have paved the southern portion of Beatline Rd., the western side of Commission Rd., and we anticipate that work on Pineville Rd. (from Beatline to Espy) and Pineville Rd. (from "5 Points" to near Railroad St.) could proceed soon. Striping installation on these newly paved roads should proceed as soon as possible for traffic safety.

To that end, we have met with Mr. Joe Mechanic (Harr. County Road Dept.) to discuss the anticipated striping scope at the two roads which have already been paved. The County has performed a significant amount of thermoplastic striping, including recently on 28<sup>th</sup> St. from Klondyke to Hwy. 49, on Dedeaux Rd., and others. If acceptable to the City, the necessary process to enlist the County's aid is as follows:

1. Meet on-site to review the expected scope of work **(Completed)**.
2. He will prepare an estimate of the County's labor & material costs and will provide that for the City's consideration **(Pending)**.
3. If desired, the City will request that the County perform the work via resolution or other appropriate interlocal agreement **(To be determined if the City agrees)**.
4. Once the resolution is agreed upon by Harr. County Board of Supervisors, the County can perform the work with payment from the City to follow **(To be determined if the City agrees)**.
5. When the County is performing the work, they request that the City provide one police officer to direct traffic, which helps keep the motorists safer during the work.

Mr. Mechanic did note that the City should layout (via a simple paint mark at reasonable intervals) the actual centerline of the road to facilitate the County's permanent striping effort. If not, he would need to include costs for his department's labor efforts to perform that layout. Public Works has confirmed that they are willing and able to perform this work to facilitate this striping effort by the County.

If the above process using Harr. County's striping department is acceptable, we will continue our work with Mr. Mechanic to bring estimates of the cost for your consideration at a future meeting.

Sincerely,

David Ball, P.E.

DB:1271

Biloxi | Long Beach | Pascagoula | Daphne

After further discussion, Alderman Brown made motion seconded by Alderman McGoey and unanimously carried to direct City Engineer David Ball to continue with the above referenced process for striping.

\*\*\*\*\*

**Minutes of May 7, 2024  
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman McGoey and unanimously carried to approve the following Change Orders for J.E. Borries, Inc. and Overstreet & Associates for Southeastern Shoreline Bulkhead project, and authorize the Mayor to execute same:



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

May 3, 2024

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

**RE: Change Order No. 5  
Long Beach Harbor – Southeastern Shoreline Bulkhead**

Ladies and Gentlemen:

As noted in a previous email regarding this change order, there are several piles which are achieving very low bearing capacity, despite our efforts during the test pile process. The bearing capacity is a very important factor in achieving the strength and stability of the finished bulkhead. In order to determine the remedy, it is necessary to perform additional restrikes with analysis by the geotechnical engineer. This necessitates that the Contractor "remobilize" to the restrike locations, including re-installation of the needed template and to coordinate with and support the geotechnical engineer's analysis efforts during the restrike process. It is a distinct possibility that these restrikes will indicate that the piles have not gained sufficient strength since the initial driving efforts and that further remedial work will be required in order to prove that these piles and others are sufficiently strong to support the wall.

We have also attached an amendment for our professional services for the services of the geotechnical engineer's work and analysis for this restrike process.

These additional costs were previously discussed with the Board, and are being submitted at this time for official ratification. Due to the high tides and wave action at the restrike locations, this work has not yet been performed so a contract time extension will be necessary once the work can be coordinated and the impact to the schedule is understood.

Sincerely,

David Ball, P.E.

DB:1076  
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

C:\Users\David\AppData\Local\Microsoft\Windows\NetCache\Content.Outlook\0PNUL23K\20240503 1076  
Recommend CO5.docx Page 1/1

# Minutes of May 7, 2024 Mayor and Board of Aldermen

**Change Order**

No. 5

Date of Issuance: 5/3/2024 Effective Date: 5/7/2024

Project:	Owner:	City of Long Beach	Owner's Contract No.:
Contract:	LB Harbor SE Shoreline Bulkhead		Date of Contract
Contractor:	J.E. Borries, Inc.		Engineer's Project No.
			1076

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

**Description:**

1. Due to very low bearing capacity of several production piles, Contractor will restrike (4) low bearing piles with support for the geotechnical engineer's PDA analysis.
2. Due to weather delays (high tides & waves), this work has not been performed to date. A contract time extension will be necessary at a later date.

**Attachments: (List documents supporting change).**

1. Contractor's request.

**CHANGE IN CONTRACT PRICE:**

Original Contract Price: \$2,523,098.00

(Increase) in Contract Price from previous Change Orders No. 1 to No. 4 \$250,905.00

Contract Price prior to this Change Order: \$2,774,003.00

(Increase) in Contract Price due to this Change Order: \$23,879.00

Revised Contract Price incorporating this Change Order: \$2,797,882.00

**CHANGE IN CONTRACT TIMES:**

Original Contract Times:  Working Days  Calendar days

Substantial completion (days or date): 12/19/2023

Ready for final payment (days or date): \_\_\_\_\_

Change in Contract Time from previous Change Orders No. 1 to No. 4

Substantial completion (days or date): 233

Ready for final payment (days or date): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): 8/8/2024

Ready for final payment (days or date): \_\_\_\_\_

Change in Contract Time due to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times incorporating this Change Order:

Substantial completion (days or date): 8/8/2024

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:  
(ENGINEER)

ACCEPTED:  
(CONTRACTOR)

ACCEPTED:  
(OWNER)

By: \_\_\_\_\_

By: \_\_\_\_\_

By: 

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 5-8-24



Minutes of May 7, 2024  
Mayor and Board of Aldermen

AMENDMENT NUMBER 3 TO AGREEMENT BETWEEN  
CITY OF LONG BEACH AND OVERSTREET & ASSOCIATES, INC.

LONG BEACH SMALLCRAFT HARBOR – SE BULKHEAD SHORE  
PROTECTION

It is agreed to undertake the following work in accordance with the provisions contained in the Agreement dated December 17, 2019:

A. DESCRIPTION OF ASSIGNMENT

- 1. Engineer will provide Geotechnical Engineering Services necessary to support the restrike process.
- 2. These services include:
  - a. PDA testing and analysis for the four additional pile restrikes
  - b. Recommendations regarding the remedial process required to gain the needed bearing capacity, if any is required.

B. BASIS OF COMPENSATION

- 1. Fees for the above-described services will be in accordance with Appendix 1 of the referenced Agreement, more particularly via the hourly rates included therein
  - a. Total of fees for the additional Geotechnical Engineering services for the pile restrikes shall not exceed \$10,000 without City approval.
- 2. Fees for services rendered under this Amendment will be made separate from any other project.

OWNER:  
CITY OF LONG BEACH, MISSISSIPPI

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

By:   
George Bass; Mayor

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

Date Signed: 5-8-24

Date Signed: 5/3/2024

\*\*\*\*\*



**Minutes of May 7, 2024**  
**Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Contract Extension for Emergency Removal – Bait Shop & Fuel Facility with Alexanders Construction, and authorize the Mayor to execute same:



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

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

RE: Emergency Removal – Bait Shop & Fuel Facility

Ladies and Gentlemen:

As hurricane season approaches, the acting Harbormaster Mr. Falks expressed concern that our contract for emergency hauling may have expired. To remedy that situation, we reached out to the existing hauler (Alexanders Construction of Gulfport, MS) to confirm their willingness to extend the existing contract under the same terms until May 31, 2025. They concurred and executed the attached document indicating same. If extending that existing contract is acceptable to the City, we suggest that the Mayor could execute the attached document which can then be forwarded back to Alexanders Construction.

If extending the existing contract is not acceptable, the City should procure another contractor to perform those services. We stand ready to assist further in this matter, at your direction.

Sincerely,

David Ball, P.E.

DB:1225

Minutes of May 7, 2024  
Mayor and Board of Aldermen



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

April 5, 2024

Attn: Ryan Alexander ([ryanalexander12@yahoo.com](mailto:ryanalexander12@yahoo.com))  
Alexanders Construction  
23417 Heather Dr.  
Gulfport, MS

**RE: RFQ for Emergency Removal – Bait Shop & Fuel Facility**

Mr. Alexander:

With regard to the referenced Contract, the City has signified its willingness to extend the contract period between the City and Alexanders Construction. If such an extension is acceptable to you, please signify by executing and returning this document for subsequent approval and execution by the City.

Terms:

1. All terms and conditions of the original agreement remain in full effect.
2. The agreement between Alexanders Construction and the City of Long Beach for the contract services shall be valid until May 31, 2025.

If the above revision is agreeable, please execute the appropriate section below and return for further distribution to the City. Please advise if you have any questions.

Sincerely,

David Ball, P.E.

DB:1225

Date: 4-8-24

Date: 5-8-24

Approved:   
Ryan Alexander  
Alexanders Construction  
23417 Heather Dr.  
Gulfport, MS 39503

Approved:   
George Bass, Mayor  
City of Long Beach  
PO Box 929  
Long Beach, MS 39560

Biloxi | Long Beach | Pascagoula | Daphne

\*\*\*\*\*

# Minutes of May 7, 2024 Mayor and Board of Aldermen

There came upon for discussion Derelict Property Process, whereupon Building Official Mike Gundlach provided the following:

## City of Long Beach



April 23, 2024

Mayor and Board of Aldermen,

The Zoning Department is currently working on implementing a new property clean-up process. After an extremely informative meeting with the City of Gulfport regarding how they have been solving their issues with derelict properties, we think this would help our City tremendously.

The City of Long Beach's current process takes 120-150 days. Implementing Gulfport's procedure, by using the state mandate and our 2018 IBC codes, we can cut the process down to 30-45 days.

The new process would be:

- Zoning official locates derelict properties (whether a complaint is filed or not)
- Zoning official immediately notifies owner and schedules the public hearing for, no less than, fourteen (14) days from notification.
- The Board of Aldermen hears the complaint and determines in compliance, or adjudicates the property.

This procedure has worked extremely well in the City of Gulfport. I will place this item on the May 7<sup>th</sup> agenda. I welcome you to stop by my office prior to this meeting and review this new procedure.

Sincerely,

Mike Gundlach  
Building Official

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

After further discussion, Alderman Brown made motion seconded by Alderman Johnson and unanimously carried to adopt the new Derelict Property Process as stated above.

\*\*\*\*\*

The Mayor Pro Tempore recognized the City Attorney for his report, whereupon apprised the Board that he had given the Deputy City Clerk a check for Opioid Litigation Settlement.

Minutes of May 7, 2024  
Mayor and Board of Aldermen

\*\*\*\*\*

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman McGoey made motion seconded by Alderman Brown and unanimously carried to adjourn in memory of Sgt. Steve Morgan and Detective James Northcutt, 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