

**Minutes of August 6, 2024
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF AUGUST 6, 2024
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

- I. CALL TO ORDER**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. ROLL CALL AND ESTABLISH QUORUM**
- IV. PUBLIC HEARINGS**
- VI. PUBLIC COMMENTS**
- VI. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
 - 1. Recognition – Long Beach Girls 12u All-Stars Softball Recreation Team**
- VII. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VIII. APPROVE MINUTES:**
 - 1. MAYOR AND BOARD OF ALDERMEN**
 - a. July 16, 2024 Regular**
 - b. July 23, 2024 Work Session**
 - 2. PLANNING & DEVELOPMENT COMMISSION**
 - a. July 25, 2024 Regular**
- IX. APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. 080624**
- X. UNFINISHED BUSINESS**
 - 1. Shooter Ready Update**
 - 2. War Memorial Park Update**
- XI. NEW BUSINESS**
 - 1. Special Event Application – City of Long Beach; 119th Birthday**
 - 2. Award Railroad Crossing Improvement Project – Moran Hauling**
 - 3. MOU – MS Department of Marine Resources – Eastern Bulkhead**
 - 4. MOU Amendment – MS Department of Marine Resources – SE Bulkhead Imp.**
 - 5. Amended Grant Agreement – MS Development Authority; Quarles House**
 - 6. Amended Grant Agreement – MS Development Authority; Dev. & Revitalization**
 - 7. Lease Agreement – City Hall Office; Overstreet & Associates**
 - 8. State Aid Agreement – MS Library Commission; Life & Health Insurance**
 - 9. Banner Placement Request – LB Chamber of Commerce; Taste of Long Beach**
 - 10. Adopt City Logo**
 - 11. Charleston Lane Sidewalk – Alderman Brown**
 - 12. James “Buddy” Ray – Status of ROW purchase on Klondyke & Commission Rds**
- XII. DEPARTMENTAL BUSINESS**
 - 1. MAYOR'S OFFICE**
 - 2. PERSONNEL**
 - a. Police Dept – Resignation (1); Leave of Absence (1)**
 - 3. CITY CLERK**
 - a. Budget Amendment FY 24 – Public Works, Police, Recreation**
 - b. Work Session – August 13, 2024**
 - 4. FIRE DEPARTMENT**
 - 5. POLICE DEPARTMENT**
 - a. Rental Agreement – Cintas; Janitorial Supply Rental**
 - b. Contract – Metrix Solutions; Body Worn Cameras**
 - c. Contract – Axon Enterprises; Tasers**
 - 6. ENGINEERING**
 - a. Kux Road Re-alignment & Dedication Offer**
 - b. 123 W 3rd Street Drainage**
 - c. Project Closeout – 2022 Sanitary Sewer Rehabilitation**
 - d. N Island View Ave. Paving Options**
 - e. Critical Drainage Projects – Magnolia/Dearman; Easements**
 - 7. PUBLIC WORKS**
 - 8. RECREATION**
 - 9. BUILDING OFFICE**
 - 10. MUNICIPAL COURT**
 - 11. HARBOR**
 - 12. COMMUNITY AFFAIRS**
 - 13. DERELICT PROPERTIES**
 - a. 316 4th Street – Alderman Brown**
- XIII. REPORT FROM CITY ATTORNEY**
- XIV. ADJOURN (OR) RECESS**

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Mayor and Board of Aldermen**

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

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

Absent the meeting was Timothy McCaffrey, Jr.

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

No Public Comments were made.

Mayor Bass recognized the Long Beach Girls 12u All-Stars Softball Recreation Team for winning the State Championship Title.

Alderman Brown made motion seconded by Alderman McGoey and unanimously carried to suspend the rules to add Contract Termination – Neel Schaffer; Construction Engineering & Inspection Railroad Crossing Improvements as item #13 under New Business and to include Budget Amendment – Fire Department in item Departmental Business 3a.

Alderman Brown made motion seconded by Alderman McGoey and unanimously carried to approve the Regular minutes of July 16, 2024 and Work Session minutes of July 23, 2024 of the Mayor and Board of Aldermen, as submitted.

Alderman Brown made motion seconded by Alderman McGoey and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated July 25, 2024, as submitted with the exception of item #6 under New Business, Certificate of Resubdivision 200 South Girard Avenue, submitted by Shawn Montella.

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Alderman Brown made motion seconded by Alderman McGoey and unanimously carried to approve Planning & Development Commission item #6 under New Business from the July 25, 2024 meeting, Certificate of Resubdivision 200 South Girard Avenue, submitted by Shawn Montella.

Alderman Brown made motion seconded by Alderman McGoey and unanimously carried to approve payment of invoices listed on Docket of Claims number 080624, as submitted.

There came on for discussion Shooter Ready Update, whereupon City Attorney Steve Simpson apprised the Mayor and Board of his research on indoor shooting ranges. After further discussion, Alderman Johnson made motion seconded by Alderman Bennett and unanimously carried to direct the Building Department to send a letter to all residents and businesses within 300 ft of the proposed location to get their feedback.

There came on for discussion War Memorial Park, whereupon Mayor Bass provided the following estimates for various park improvements:

Park Improvement Prices:

War Memorial Park

- Playground Boss - \$8,024
- Merry go round – \$2,643
- 5 Arch Swing Frame - \$2,776
- Belt seat (BUNDLE) - \$612
- 4 belt seat, 8 chains, 16 shackles, 4 shackle key
- Shipping - \$2,743
- Safety surfacing - \$4,200
- Wooden picnic tables - \$1,600
- Fence - \$16,343.00
- 2-unit bathroom - \$35,000
- Pavilion - \$38,000
- Total: \$103,167**

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South Forrest Park

Playground Boss - \$13,145
 Merry Go Round - \$2,643
 5 Arch Swing Frame - \$3,801
 Belt Seat (BUNDLE) - \$765
 5 belt seat, 10 chains, 20 shackles, 5 shackle key
 Bucket Seat (BUNDLE) - \$307
 1 bucket seat, 2 chains, 4 shackles, 1 shackle key
 Two seat seesaw - \$1,350
 12in plastic landscape timber with stake (56) - \$2,296
 Shipping - \$2,968
 Safety surfacing - \$4,200
Total: \$17,345

Harper McCaughan Town Green

Control Panel - \$11,650
 Remove existing lighting control panel
 Install new Wattstopper LMCP series lighting control panel
 Remove and replace existing override switches with new override switches
 Remove and replace existing photocell with new Photocell
Total: \$11,650

Dog Park

Walker Rent-All Quote - \$5,214.13
 6x6x12 (35)
 80# Quickrete (35)
 SS Eye bolts (138)
 SS S Hooks (138)
 800' White Plastic Chain
 Post hole per week rental
Total: \$5,214.13

Magnolia Park

Playground Boss - \$3,962
 Merry go round - \$2,643
 Shipping - \$1,669
 Safety Surfacing - \$2,100
Total: \$6,062

Total of All Park Improvements: \$143,438.13

Discount on Playground Boss if all items listed are purchased - **\$2,550**

After further discussion, Alderman Bennett made motion seconded by Alderman Brown and unanimously carried to authorize the purchase of all park improvements listed above.

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Alderman Brown made motion seconded by Alderman Bennett and unanimously carried to discuss the construction of pickleball and tennis courts at the next regular meeting.

Alderman McGoey made motion seconded by Alderman Brown and unanimously carried to approve the following Special Event Application submitted by the City of Long Beach for Long Beach's 119th Birthday:



August 10, 2024
Saturday
Educational Play
9:30 am - 12:00 pm
Quarles House

SPECIAL EVENT APPLICATION

Date Received By Clerk's Office: 7/22/24 Time: _____ By: CS

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

SUMMARY OF EVENT

Event Title: Long Beach's 119th Birthday

Please give a brief description of the proposed event:

educational play by Mrs Carol Paola, history presentations, games, tours of Greenvale

Event Day Date (s): August 10, 2024 Event Time (s): 9:30 am

Set-Up Date & Time: August 10, 2024 Tear-Down Date & Time: 12:00 pm

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

Event Location Description: Greenvale (Quarles House)

Sponsoring Organization's Legal Name: City of Long Beach

Organization Agent: Courtney Cuevas

Phone: _____ Home: _____ Cell: 291-2191 During Event

Agent's Address: 201 Jeff Davis Avenue

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? 0

Adapted by MBOA 03/19/21

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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:

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? 50

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 MBQA 03/19/24

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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.)

public works - stage setup on Friday
parks & rec - tables, chairs, podium, microphone/speaker,
trash cans

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.

7/22/24
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

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Event Title: Long Beach's 119th Birthday

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

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Based on the following Evaluation of Bids from Ritchie Ashley, Senior Project Engineer of Neel-Schaffer, Inc., Alderman Bennett made motion seconded by Alderman McGoey and unanimously carried to award the Railroad Crossing Improvements Construction Contract to Moran Hauling, Inc.:

EVALUATION OF BIDS

Project Number: **STP-0295-00(021)LPA/108427-701000**
Local Public Agency: **City of Long Beach, Mississippi**
Bid Opening: **Tuesday, July 23, 2024**

LPA Contact Person:
Kini Gonsoulin
City of Long Beach
201 Jeff Davis Avenue
Long Beach, Mississippi 39560

Engineer/Consultant
Richie Ashley, P.E.
Neel-Schaffer, Inc.
795 Howard Avenue
Biloxi, Mississippi 39530

The City of Long Beach received two bids for the above referenced project and the bid proposals have been examined. The apparent lowest responsive bidder is Moran Hauling, Inc. with a total bid in the amount of \$3,025,047.50. The bid from JLB Contractors, LLC was deemed irregular since a contract unit price and extension was not entered for a pay item on the bid proposal sheets.

Two (2) bids that were received on this project are as follows:

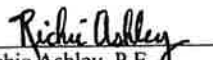
Moran Hauling, Inc.	\$3,025,047.50
JLB Contractors, LLC	Irregular

Based on the results of the bid tabulation, Moran Hauling, Inc. was the lowest responsive bidder for the project. Their bid was approximately 0.42% above the Engineer's Estimate. The Engineer's Estimate is included with the bid tabulation.

Moran Hauling, Inc.'s bid contained an extension error but the error did not change the ranking of the bidders. Potential irregular bid prices were identified on the bid tabulation.

The Bidding Certification has been provided that certifies that the bidding process was accomplished in accordance with the Project Development Manual for Local Public Agencies, and that the Procedures for Advertising were followed.


Kini Gonsoulin
Finance Officer / Deputy City Clerk


Richie Ashley, P.E.
Senior Project Manager

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NEEL-SCHAFFER SOLUTIONS YOU CAN BUILD UPON		BTD TABULATION CITY OF LONG BEACH JULY 23, 2024 - 10:00 A.M.		Engineer's Opinion of Probable Cost		Moran Hauling, Inc. 10380 Three Rivers Road Gulfport, MS 39503		JLB Contractors, LLC 21294 Johnson Road Long Beach, MS 39560		Notes	Item Total	Unit Price	Item Total	Notes
Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total					
201-A001	1	LS	Clearing and Grubbing	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00							
202-B000	49	SY	Removal of Concrete Sidewalk	\$20.00	\$980.00									
203-B008	1,152	LF	Removal of Curb and Gutter, All Types	\$25.00	\$28,800.00									
202-B164	16	EA	Removal of Inlet and Junction Box, All Types & Stres	\$900.00	\$14,400.00									
202-B188	669	SY	Removal of Pavement, All Types and Depths	\$15.00	\$10,035.00									
202-B191	759	LF	Removal of Pipe, 8" and Above	\$15.00	\$11,370.00									
203-E014	720	CY	Borrow Excavation, AH, FME, Class B5	\$25.00	\$18,000.00									
203-G001	200	CY	Excuse Excavation, FM, AH	\$15.00	\$3,000.00									
211-B001	580	CY	Topsoil for Slope Treatment, Contractor Furnished	\$50.00	\$29,000.00									
216-A001	650	SY	Solid Scaffolding	\$8.00	\$5,200.00									
219-A001	230	Sqal	Watering	\$20.00	\$4,600.00									
225-A001	1	ACRE	Grassing	\$5,500.00	\$5,500.00									
907-234-A001	4,950	LF	Temporary S&T Fence	\$5.00	\$24,750.00									
237-A001	1,400	LF	Wattles, 12"	\$15.00	\$21,000.00									
304-G001	520	CY	Size 3/4" and down Crushed Stone Base, AEA		\$0.00									
			OR											
304-G002	520	CY	Size 610 Crushed Stone Base, AEA	\$130.00	\$67,600.00									
			OR											
304-G003	520	CY	1/2" Crushed Stone Base, AEA		\$0.00									
305-B004	250	CY	Size II Stabilizer Aggregate, Course	\$110.00	\$27,500.00									
403-A015	961	TON	1/2"-mm, 5T, Asphalt Pavement	\$215.00	\$206,615.00									
403-A003	883	TON	1/2"-mm, 5T, Asphalt Pavement	\$205.00	\$181,015.00									
403-B006	2,700	TON	1/2"-mm, 5T, Asphalt Pavement, Leveling	\$215.00	\$580,500.00									

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BID TABULATION CITY OF LONG BEACH JULY 23, 2024 - 10:00 A.M. IN NEEL-SCHAFFER <small>CONSTRUCTION YOUR BEST SUPPORT</small>											
Long Beach Railroad Crossing Grade Improvements Federal Aid Project No. STP-0295-00(02)1/LPA / 108-427-701000						Engineer's Opinion of Probable Cost			Notes		
Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total	Unit Price	Item Total	Notes	Unit Price	Item Total	Notes
406-A002	3,380	SY	Cold Milling of Bituminous Pavement, All Depths	\$15.00	\$50,700.00		\$49,010.00			\$49,010.00	3
407-A001	3,310	GAL	Asphalt for Tack Coat	\$6.00	\$19,860.00		\$32,272.50			\$32,272.50	
503-C010	660	LF	Sewatic, Full Depth	\$9.00	\$5,280.00		\$8,250.00			\$8,250.00	
601-B001	32.19	CY	Class "B" Structural Concrete, Minor Structures	\$2,000.00	\$64,372.00		\$74,037.00			\$74,037.00	
602-A001	6,842	LB	Reinforcing Steel	\$5.00	\$34,210.00		\$23,947.00			\$23,947.00	
603-CA001	8	LF	12" Reinforced Concrete Pipe, Class III	\$90.00	\$720.00		\$2,768.00			\$2,768.00	
603-CA004	60	LF	15" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	\$100.00	\$6,000.00		\$4,740.00			\$4,740.00	
603-CA012	377	LF	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	\$110.00	\$41,470.00		\$31,196.75			\$31,196.75	
603-CA056	180	LF	36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	\$200.00	\$32,000.00		\$22,200.00			\$22,200.00	
603-CE001	204	LF	18"x11" Concrete Arch Pipe, Class A III	\$120.00	\$24,480.00		\$17,957.00			\$17,957.00	
603-CE002	392	LF	22"x13" Concrete Arch Pipe, Class A III	\$130.00	\$50,960.00		\$37,534.00			\$37,534.00	
603-CB001	1	EA	12" Reinforced Concrete End Section	\$900.00	\$900.00		\$2,255.25			\$2,255.25	
603-CB002	3	EA	15" Reinforced Concrete End Section	\$1,000.00	\$3,000.00		\$6,765.75			\$6,765.75	
603-CB006	6	EA	36" Reinforced Concrete End Section	\$2,500.00	\$15,000.00		\$30,600.00			\$30,600.00	
603-CF001	3	EA	18"x11" Concrete Arch Pipe End Section	\$900.00	\$2,700.00		\$7,366.50			\$7,366.50	
603-CF002	2	EA	22"x13" Concrete Arch Pipe End Section	\$1,000.00	\$2,000.00		\$5,800.00			\$5,800.00	
604-A001	5,790	LB	Castings	\$5.00	\$28,950.00		\$21,712.50			\$21,712.50	
604-B001	4,139	LB	Gratings	\$5.00	\$20,695.00		\$15,521.25			\$15,521.25	
608-A001	130	SY	Concrete Sidewalk, Without Reinforcement	\$70.00	\$9,100.00		\$13,570.00			\$13,570.00	
907-608-C001	30	SF	Detectable Warning Panels	\$50.00	\$1,500.00		\$9,000.00			\$9,000.00	1
609-0002	1,136	LF	Combination Concrete Curb and Gutter, Type 1 Modified	\$35.00	\$39,760.00		\$43,452.00			\$43,452.00	
613-A001	1	LS	Adjustment of Castings, Gratings, & Utility Apertures	\$10,000.00	\$10,000.00		\$10,500.00			\$10,500.00	
614-A001	720	SY	Concrete Driveway, Without Reinforcement	\$120.00	\$86,400.00		\$87,660.00			\$87,660.00	

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NEEL-SCHAFFER SOLUTIONS YOU CAN BUILD UPON		BID TABULATION CITY OF LONG BEACH JULY 23, 2024 - 10:00 A.M.		Engineer's Opinion of Probable Cost		Moran Hauling, Inc. 10390 Three Rivers Road Gulfport, MS 39503		JLB Contractors, LLC 21294 Johnson Road Long Beach, MS 39560		Notes
Item No.	Item Description	Unit	Quantity	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Notes
618-A001	Maintenance of Traffic	LS	1	\$100,000.00	\$100,000.00	\$150,000.00	\$150,000.00			
618-B001	Additional Construction Signs	SF	1	\$10.00	\$10.00					
620-A001	Mobilization	LS	1	\$300,000.00	\$300,000.00	\$220,000.00	\$220,000.00			
625-C003	6" Thermoplastic Edge Stripe, Continuous White	LF	2,035	\$3.00	\$6,105.00	\$2.50	\$5,087.50			
625-D004	6" Thermoplastic Traffic Stripe, Skip Yellow	LF	995	\$3.00	\$2,985.00	\$2.50	\$2,487.50			
626-G002	Thermoplastic Detail Stripe, White	LF	2,235	\$5.00	\$11,675.00	\$5.00	\$11,675.00			
626-G003	Thermoplastic Detail Stripe, Yellow	LF	3,445	\$5.00	\$17,225.00	\$5.00	\$17,225.00			
626-H004	Thermoplastic Legend, White	SF	1,320	\$15.00	\$19,800.00	\$12.00	\$15,840.00			
626-H005	Thermoplastic Legend, White	LF	2,415	\$15.00	\$36,225.00	\$6.00	\$14,490.00			
630-A001	Standard Roadside Signs, 0.060" Thickness	SF	200	\$50.00	\$10,000.00	\$42.00	\$8,400.00			
630-C003	Steel U-Section Post, 3.0 lb per ft	LF	600	\$20.00	\$12,000.00	\$18.00	\$10,800.00			
699-A001	Roadway Construction Stakes	LS	1	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00			
907-699-A001	Railway-Highway Provisions	LS	1	\$60,000.00	\$60,000.00	\$425,000.00	\$425,000.00			
TOTAL					\$3,012,347.00		\$3,025,047.50			2

* * * * *



1/26/2024
Rickie Ashley, P.E.
Mississippi Registration No. 18873

I certify this is a true and accurate tabulation of bids received at 10:00 A.M., Local Time, July 23, 2024, for the Long Beach Railroad Crossing Improvements Project.

- Notes:
- 1 Potential irregular unit price
 - 2 Corrected addition error
 - 3 Corrected subtraction error
 - 4 Irregular bid

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Alderman Brown made motion seconded by Alderman Bennett and unanimously carried to approve the following Memorandum of Understanding with The Mississippi Department of Marine Resources for the Eastern Bulkhead project, and authorize the Mayor to execute same:



STATE OF MISSISSIPPI

Tate Reeves
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Joe Spraggins, Executive Director

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
AND
CITY OF LONG BEACH**

This Memorandum of Understanding (the "MOU") is entered into between the Mississippi Department of Marine Resources (hereinafter "MDMR") and City of Long Beach (hereinafter "COLB") for the purpose of establishing the agreed upon conditions under which MDMR may allocate funds to COLB for Long Beach Small Craft Harbor - Eastern Bulkhead ("the Project") pursuant to the Gulf of Mexico Energy Security Act of 2006, Public Law 109-432 (hereinafter "GOMESA"). This MOU is entered into pursuant to and subject to the terms of GOMESA and relates to MDMR funds obtained through GOMESA, in the amount of Two Million Five Hundred Thousand Dollars and No Cents (\$2,500,000.00). The COLB will use some or all of the funds, which will be provided on a reimbursement basis, to advance the Project.

RECITALS

WHEREAS, GOMESA authorizes the disbursement of funds for projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, infrastructure directly affected by coastal wetland losses, as well as mitigation of damage to fish, wildlife, or natural resources; and,

1141 Bayview Avenue · Biloxi, MS 39530-1613 · Tel: (228) 374-5000 · dmr.ms.gov

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Mayor and Board of Aldermen**

WHEREAS, funding for GOMESA is directed to the State of Mississippi through the Bureau of Ocean Energy Management within the Department of Interior; and,

WHEREAS, the Governor of the State of Mississippi has directed that MDMR will administer GOMESA funding for the State; and,

WHEREAS, MDMR is authorized to allocate and disburse GOMESA funds in accordance with GOMESA in a manner as determined by the MDMR; and,

WHEREAS, GOMESA funds are federal funds and cannot be used to match any other federal funds unless those programs specifically state that such funds can be used for matching; and,

WHEREAS, the COLB will construct improvements to the mooring piers within the Long Beach Small Craft Harbor, including modification of the structural systems of the piers to concrete pilings which will add strength and damage resistance to the piers; and,

WHEREAS, COLB asserts that the Project will provide significant improvement to hurricane/storm resistance for the piers and reduction in repetitive losses to marina infrastructure (piers, electrical systems, etc.) in the Harbor; and,

WHEREAS, the MDMR requests COLB maintain on file all documentation related to the receipt, investment and expenditure of the funds provided for the Project, and furnish any such documentation to the MDMR upon request; and,

WHEREAS, COLB agrees to expend the funds in accordance with the purposes as outlined in GOMESA; and,

WHEREAS, COLB agrees to provide quarterly and final reports to MDMR that summarize the expenditure of the funds reimbursed by MDMR and the status of the Project until such time as the final expenditure of these funds has been made; and,

WHEREAS, MDMR finds, consistent with GOMESA, that it is in the best interest of the State of Mississippi that funds made available from GOMESA should be allocated to COLB, on a reimbursement basis, for the Project.

NOW THEREFORE, IT IS MUTUALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF MARINE RESOURCES AND CITY OF LONG BEACH, AS FOLLOWS:

SECTION 1. Each and all of the facts and findings set forth in the preamble clauses of this memorandum are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

SECTION 2. This MOU shall be effective from July 1, 2024 to June 30, 2028 with one optional one-year (12 months) renewal, for a total of five (5) years, unless terminated earlier. The term may be extended prior to expiration upon the written agreement of both parties.

SECTION 3. MDMR, pursuant to GOMESA, shall provide funds received from Mississippi's allocation of GOMESA funding in an amount up to Two Million Five Hundred

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Minutes of August 6, 2024 Mayor and Board of Aldermen

Thousand Dollars and No Cents (\$2,500,000.00) to COLB, on a reimbursement basis, for the purpose of providing funds to accomplish the Project as described herein.

SECTION 4. COLB shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"), unless otherwise directed by MDMR. COLB shall submit written Reimbursement Requests no more frequently than monthly and no less frequently than quarterly. Each Reimbursement Request must be accompanied by detailed supporting documentation of costs incurred as required by MDMR. All Reimbursement Requests for time periods ending June 30 of any year during the term of this MOU shall be submitted no later than July 31 of that same year. MDMR will pay all properly documented Reimbursement Requests within forty-five (45) days after MDMR's receipt of same, except for any amounts disputed by MDMR in good faith. Reimbursement Requests shall be sent to Russell Weatherly, GOMESA Project Manager, Mississippi Department of Marine Resources, 1141 Bayview Avenue, Biloxi, MS 39530, russell.weatherly@dmr.ms.gov.

SECTION 5. COLB agrees to use all funds received from MDMR as allocated from GOMESA funding solely for the purposes set forth herein and authorized by GOMESA and upon the terms and provisions of this MOU; and further, by execution of this MOU, COLB does hereby certify that all GOMESA funds it receives from the MDMR shall be used exclusively for the Project. COLB understands that failure on its part to adhere to any provision within this MOU may result in termination of this MOU by the MDMR and in immediate action by the State to recover any improperly expended funds.

SECTION 6. COLB agrees to comply with all applicable provisions of 2 C.F.R. § 200, *et seq.*, including § 200.501 which states that a non-Federal entity that expends Seven Hundred Fifty Thousand Dollars and No/100 (\$750,000.00) or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

SECTION 7. COLB agrees to comply with all applicable provisions of Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), also known as the Build America, Buy America Act.

SECTION 8. COLB shall maintain on file all documentation in accordance with the recitals of this MOU and to submit such documentation to MDMR upon request.

SECTION 9. COLB agrees to provide MDMR quarterly reports summarizing expenditure of GOMESA funds received from MDMR for the Project and the status of the Project until such time as the final expenditure or final investment of the funds has been made. The first quarterly report shall be provided within ninety (90) days of the effective date of this MOU, and thereafter within thirty (30) days of each calendar quarter end. COLB shall also provide MDMR with a final report summarizing the expenditures and use of the funds upon completion of the Project and final expenditure. Failure to timely submit reports may result in delay of payment of Reimbursement Requests. Reports shall be sent to Russell Weatherly, GOMESA Project Manager, Mississippi Department of Marine Resources, 1141 Bayview Avenue, Biloxi, MS 39530,

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russell.weatherly@dmr.ms.gov.

SECTION 10. COLB agrees to maintain copies of all invoices and documentation related to the funds allocated by MDMR for the Project sufficient to satisfy and confirm, to MDMR's satisfaction, that such funds have been expended **solely** for the purposes provided in GOMESA.

SECTION 11. COLB shall comply with and all activities under this MOU shall be subject to all applicable Federal, State, and local laws and regulations, as now existing and as may be amended or modified.

SECTION 12. COLB understands and acknowledges that if the Mississippi State Legislature fails to pass an appropriation bill for the MDMR and the prior year's appropriation bill expires, or if the Legislature fails to give MDMR the authority to expend funds, or if funds are otherwise unavailable, then the MDMR may, in its sole discretion, terminate this agreement or issue a Stop Work Order to COLB in lieu of termination. If a Stop Work Order is issued, COLB agrees to adhere to its terms.

SECTION 13. This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of laws provisions, and any litigation with respect thereto shall be brought in the state courts of Harrison County, Mississippi.

SECTION 14. Attached hereto as Attachment A and incorporated herein by reference is the document supporting the request for GOMESA funding submitted by COLB. This document outlines the scope of work to be completed for the Project. Any change in the scope of work is subject to approval by the MDMR in writing and may require an amendment to this MOU and written approval of the GOMESA Committee and others.

SECTION 15. Attached hereto as Attachment B and incorporated herein by reference is the budget for the Project submitted by COLB.

SECTION 16. Attached hereto as Attachment C and incorporated herein by reference is the Project Selection Form approved and executed by the GOMESA Committee. In the event of a discrepancy between Attachment A and Attachment C, Attachment C will govern.

SECTION 17. All notices or information required or permitted to be given pursuant to this MOU shall be in writing and personally delivered or sent by Certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For COLB:
City of Long Beach
Attention: George Bass, Mayor
P.O. Box 929
Long Beach, MS 39560
mayor@cityoflongbeachms.com

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For MDMR:
Mississippi Department of Marine Resources
Attention: Joe Spraggins, Executive Director
1141 Bayview Ave.
Biloxi, Mississippi 39530
Email: crystal.matta@dmr.ms.gov

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

By: _____
Joe Spraggins, Executive Director

Date: _____

CITY OF LONG BEACH

By:  _____
George Bass, Mayor

Date: 08/06/2024

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Attachment A



GOMESA PHASE II PROJECT FUNDING
Request for Funding FY2024

Official Use Only

Project Number _____
Requesting Agency _____

PROJECT SUMMARY

1. Title of Project:

red outlines indicate required fields

Long Beach Smallercraft Harbor – Eastern Bulkhead

2. Location of Project:

Long Beach Smallercraft Harbor, at each mooring pier.

3. Requesting Organization:

City of Long Beach

4. Requesting Organization Representative:

a. Name: George Bass

e. Address: P.O. Box 929
Long Beach, MS 39560

b. Position Mayor

c. Phone: 228-863-1556

f. Email: mayor@cityoflongbeachms.com

d. Fax: N/A

5. Funding Requested:

\$2,500,000

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

Yes

No

7. If yes, enter amount and source of additional funds:

Amount:

Source of Additional Funds:

8. Total Project Funds

\$2,500,000

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**GOMESA PHASE II PROJECT FUNDING
Request for Funding FY2024**

PROJECT SUMMARY

9. Provide Brief Project Description/Overview:

This project is intended to construct improvements to the mooring piers within the Long Beach Smallercraft Harbor. Historically, these piers are damaged during even minor tropical storm events, with major storms creating devastating destruction.

Not only do these repetitive damages and the subsequent repairs cause significant economic damage to the City, but they additionally cause substantial impact to the operation and function of the Harbor, a critical public service in the City. Obviously, impacts to the operation of the Harbor causes additional economic harm to the City through the loss of slip rentals, fuel sales, etc.

The City has begun design for hardening the Harbor infrastructure, including the piers. Modifying the structural systems of the piers to concrete pilings will add significant strength and damage resistance to the piers.

10. LIST Project Goals/Objectives:

- Provide significant improvements to hurricane/storm resistance for the piers within the Harbor, which is an often-damaged area during storms.
- Reduction in repetitive losses to marina infrastructure (piers, electrical systems, etc.) in the Harbor

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GOMESA PHASE II PROJECT FUNDING

Request for Funding FY2024

PROJECT SUMMARY

11. Which of the following authorized uses set forth in the GOMESA Act does this project fall under? Check all that apply. Explain SPECIFICALLY and in detail how the project meets the required criteria.

- (A) *Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses*

Improvements to the structural systems of the piers in the Long Beach Harbor will decrease repetitive damages due to hurricanes & other tropical systems, thus hurricane protection within the Long Beach Harbor will be expanded.

- (B) *Mitigation of damage to fish, wildlife, or natural resources*

- (C) *Implementation of a federally-approved marine, coastal, or conservation management plan.*

- (D) *Mitigation of the impact of Outer Continental Shelf activities through funding of onshore infrastructure projects*

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GOMESA PHASE II PROJECT FUNDING
Request for Funding FY2024

PROJECT SUMMARY

12. Project Timetable/Milestones:

It is estimated that this project could be fully constructed within three (3) years from the date of funding. This allows one (1) year for permitting, design, and bidding, followed by two (2) years of construction.

13. Project Timing

Short-term (3 year or less)

Deferred/long-term (3-5 years)

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**GOMESA PHASE II PROJECT FUNDING
Request for Funding FY2024**

APPLICATION SUMMARY

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

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

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

15. In what way does this project meet the goals and objectives of the Department of Marine Resources, which includes enhancing, protecting and conserving the marine interest of Mississippi for present and future generations.?

Construction of this project will provide significant improvement to the structural systems of the piers within the Long Beach Smallcraft Harbor, strengthening them against repetitive damages during storm events. The piers are often damaged by storms, so reinforcing them will result in reduction in damages to the Harbor and the "downtime" while repairs are made.

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GOMESA PHASE II PROJECT FUNDING
Request for Funding FY2024

APPLICATION SUMMARY

16. Estimated number of years to completion: 3

17. Estimated Completion Date: 7/2026

18. Prioritize if your agency has submitted multiple projects:

1

SIGNATURES.

Requesting Agency Representative

Signature

07/31/2023

Date

Attach a detailed project description, project schematics, drawings, or any regulatory permits as appropriate.

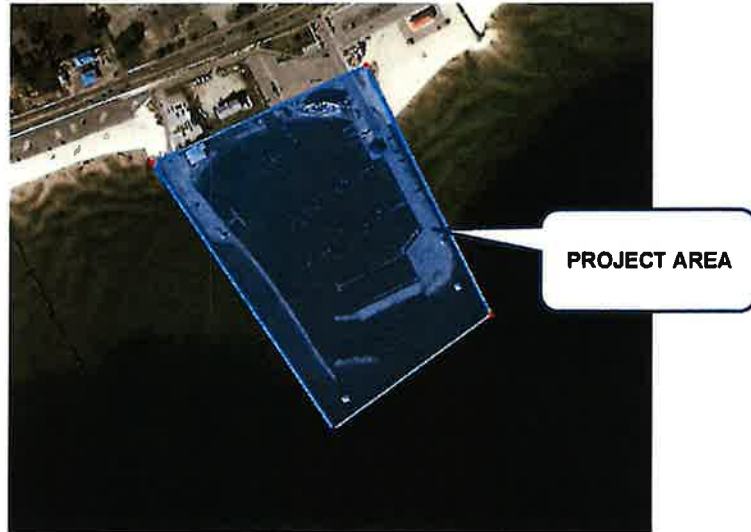
***Progress notes must be submitted quarterly on all projects funded by GOMESA.**

****Before submitting application, please make sure to complete the Budget form on page 7.**

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July 31, 2023

LOCATION MAP



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Attachment B



GOMESA PHASE II PROJECT FUNDING
Request for Funding FY2024

BUDGET

Category	Total
Salaries, wages, Fringe	
Travel	
Architecture & Engineering	\$ 312,500.00
Legal	
Consulting	
Construction	\$ 2,187,500.00
Site Work	
Equipment	
Indirects	
Other	
Total	\$ 2,500,000.00

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Mayor and Board of Aldermen**

Alderman Bennett made motion seconded by Alderman McGoey and unanimously carried to approve the following Amendment #1 of Memorandum of Understanding with Mississippi Department of Marine Resources for SE Bulkhead Improvement Project, and authorize the Mayor to execute same:



STATE OF MISSISSIPPI
Tate Reeves
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
Joe Spraggins, Executive Director

**AMENDMENT # 1 OF MEMORANDUM OF UNDERSTANDING
BETWEEN
MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
AND
THE CITY OF LONG BEACH**

The Memorandum of Understanding (MOU) between the Mississippi Department of Marine Resources (MDMR) and the City of Long Beach (COLB) for GOMESA funding is hereby mutually amended as follows:

SECTION 2. This MOU shall be effective on and from August 6, 2021 and shall remain in effect until August 5, 2025, unless terminated earlier. The term may be extended prior to the expiration upon the written agreement of both parties.

All other terms and conditions set forth in the original MOU executed August 6, 2021 remain in full effect.

MS Department of Marine Resources

City of Long Beach

Joe Spraggins, Executive Director

George Bass, Mayor

Date: _____

Date: 08/06/2024

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Alderman Bennett made motion seconded by Alderman McGoey and unanimously carried to approve the following Second Amended and Restated Grant Agreement with Mississippi Development Authority for Quarles House and authorize the Mayor to execute same:

**MISSISSIPPI DEVELOPMENT AUTHORITY
GULF COAST RESTORATION FUND PROGRAM

SECOND AMENDED AND RESTATED
GRANT AGREEMENT**

**City of Long Beach
Harrison County, Mississippi
GCRF-20-24**

Minutes of August 6, 2024 Mayor and Board of Aldermen

This Second Amended and Restated Grant Agreement ("Agreement"), dated as of July 1, 2024, by and between the Mississippi Development Authority (acting for and on behalf of the State of Mississippi ("MDA") and the City of Long Beach as set forth in Item 1 of Annex A (the "Entity")

WITNESSETH:

WHEREAS, the Gulf Coast Restoration Fund, Section 57-119-1, Mississippi Code of 1972, as amended, was created for the purpose of funding programs or projects that are located in the Gulf Coast region as defined in the federal RESTORE Act, or twenty-five (25) miles from the northern boundaries of the three (3) coastal counties of Harrison, Hancock and Jackson, but not limited to expand beyond the boundaries of Hancock, Harrison, Jackson, Pearl River, Stone and George Counties; and

WHEREAS, these funds are provided for assistance to local units of government, nongovernmental organizations, institutions of higher learning, community colleges, ports, airports, public-private partnerships, private for-profit entities, private nonprofit entities and local economic development entities; and

WHEREAS, MDA is authorized to administer the Gulf Coast Restoration Fund monies upon appropriation by the Legislature; and

WHEREAS, pursuant to Section 18 of Senate Bill 2977 2020 Regular Session of the Mississippi Legislature, the Legislature appropriated Two Million Dollars (\$2,000,000) to assist the City of Long Beach with its Quarles House Project; and

WHEREAS, pursuant to Section 21 of Senate Bill 2951 2021 Regular Session of the Mississippi Legislature, the Legislature reappropriated Two Million Dollars (\$2,000,000) to assist the City of Long Beach with its Quarles House Project; and

WHEREAS, pursuant to Section 3 of Senate Bill 3049 2022 Regular Session of the Mississippi Legislature, the Legislature reappropriated Two Million Dollars (\$2,000,000) to assist the City of Long Beach with its Quarles House Project; and

WHEREAS, pursuant to Section 4 of Senate Bill 3047 2023 Regular Session of the Mississippi Legislature, the Legislature reappropriated Two Million Dollars (\$2,000,000) to assist the City of Long Beach with its Quarles House Project; and

WHEREAS, pursuant to Section 4 of Senate Bill 3057 2024 Regular Session of the Mississippi Legislature, the Legislature reappropriated Five Hundred Forty-Four Thousand Seven Hundred Eighty-Nine Dollars (\$544,789) to assist the City of Long Beach with its Quarles House Project; and

WHEREAS, pursuant to the Gulf Coast Restoration Fund Act, Section 57-119, Mississippi Code of 1972, as amended, and the Gulf Coast Restoration Fund Regulations (the "Regulations") adopted by MDA, the Entity has filed an application (the "Application") with MDA for a grant to be used for the development of the Project, more particularly described in Item 2A of Annex A (the "Project"); and

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WHEREAS, based upon the Application and other relevant factors, MDA has agreed to provide the Entity with a grant under the Gulf Coast Restoration Fund in the amount set forth in Item 3B of Annex A (the "Grant") under the terms and conditions set forth in Item 4 of Annex A, in order to fund, in part, and develop the Project; and

WHEREAS, in order to receive any funds, the Entity shall comply with the requirements of the Line-Item Appropriation Transparency Act, Section 27-104-351, Mississippi Code of 1972, as amended; and

WHEREAS, the Entity has committed to use the Grant funds for the Project; and

WHEREAS, the Project satisfies the provisions of the Gulf Coast Restoration Fund and the Regulations; and

WHEREAS, the parties hereto agree that it is necessary to provide for and demonstrate compliance with the provisions of the Act;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the parties hereto intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

Section 1. Grant. MDA hereby agrees to make to the Entity and the Entity hereby agrees to accept from MDA a Grant pursuant and subject to the terms of this Agreement and the Gulf Coast Restoration Fund as set forth in Annex A. The Entity hereby agrees that it will apply the proceeds of the Grant only to the costs of the Project as more fully described in the Application. The Grant shall be disbursed by MDA to the Entity in installments as provided in this Agreement pursuant to Item 4 of Annex A. MDA's obligation to make the Grant and to disburse the Grant in installments shall be subject to all of the terms and conditions of this Agreement and the Entity satisfying all of its obligations under this Agreement and the Gulf Coast Restoration Fund.

Section 2. Disbursements. The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions, as well as any others herein set forth:

- a. the Entity shall not be in default under this Agreement or the Gulf Coast Restoration Fund; and
- b. funds appropriated by the Mississippi Legislature; and
- c. the development of the Project shall have progressed at a rate and in a manner reasonably satisfactory to MDA; and
- d. the receipt by MDA of a certificate of a representative of the Entity in the form set forth in Section 3 hereof and the notice required of the Entity set forth in Section 4 hereof for such disbursement in a form satisfactory to MDA. If the Entity fails at any time to meet the conditions precedent to any disbursement of the Grant as specified in the preceding sentence, the obligation of MDA to make further disbursements in connection with the grant shall cease until such time

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as such condition precedent is met and satisfied. The parties hereto agree that disbursements by MDA to the Entity of the Grant shall be made by June 30, 2025. Any portion of the grant funds not disbursed before June 30, 2025 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

Section 3. Conditions. A condition precedent to all disbursements of the Grant shall be the delivery of a certificate of a representative of the Entity to the effect that:

- a. to the best of its knowledge, the representations and warranties of the Entity contained in this Agreement are true and correct as of the date of the disbursements with the same effect as if made on the date of such disbursements; and
- b. this Agreement has been duly authorized, executed and delivered by the Entity and constitutes a legal, valid and binding obligation of the Entity enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein may be limited by the availability of any particular remedies; and
- c. this Agreement has not been amended or supplemented or modified since the date of its execution and remains in full force and effect as of the date of the disbursement; and
- d. the authorization, execution and delivery of this Agreement by the Entity, and compliance by the Entity with the provisions hereof, will not conflict with or constitute a breach or default of the Entity's duties hereunder or under any law, administrative regulation, court decree, resolution, charter, bylaw or other agreement to which the Entity is subject or by which it is bound; and
- e. there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best of its knowledge, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to enter into or perform its obligations under this Agreement.

Section 4. Requisitions. A condition precedent to all disbursements of the Grant shall be the presentation to the State Treasurer of a warrant issued by the Department of Finance and Administration of the State or its successor to such duties, which warrant shall be issued under proper requisition signed by the Executive Director of MDA, all pursuant to Section 57-119-1(1). Warrants may only be issued for costs and expenses that are authorized by the Gulf Coast

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Restoration Fund and the Regulations. No requisition shall be executed by the Executive Director of MDA until the following shall have been satisfied:

- a. The Entity shall have provided MDA with reasonable written notice of the amount of the Grant disbursement requested by the Entity. Such notice shall contain all information necessary to enable MDA to prepare the requisition for a warrant described in this Section 4 including, without limitation, the name and title of the requesting representative of the Entity, the name of the party to be reimbursed and a description of the work product or service. In addition, such notice shall certify that the amount requested is the just amount due at the current time, is for a work product or service which has heretofore been delivered or performed and that all statutory requirements in connection with the acquisition of such work product or service have been complied with by the Entity; and
- b. The Entity must provide quarterly reports on the approved reporting form provided by MDA, due January 15, April 15, July 15 and October 15 on the status of the project. The report must include a written description and an itemized report detailing the expenditure of funds or the intended expenditure of any funds that have not been spent; and
- c. The Entity must provide proof of all non-grant funds expended on the project to ensure that GCRF funds are proportionately spent in relation to the total project cost share outlined in the Application; and
- d. MDA shall have indicated in writing its approval of the request for the Grant disbursement; and
- e. Disbursement of any funds shall be contingent upon the Entity complying with the quarterly reporting requirements; and
- f. A final written itemized report on the approved form provided by MDA must be timely submitted when all state funds have been spent.

Section 5. Representations of MDA. MDA makes the following representations as the basis for the undertakings on the part of the Local Sponsor herein contained:

- a. MDA is an agency of the State and is authorized pursuant to the provisions of the Gulf Coast Restoration Fund and the Regulations to enter into the transactions contemplated by this Agreement.
- b. MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

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- c. MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding and enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited:
- (1) by bankruptcy, reorganization, or other similar laws limiting the enforceability of creditors' rights generally; or
 - (2) by the availability of any discretionary equitable remedies.

Section 6. Representations of the Entity. The Entity makes the following representations as a basis for the Grant and the undertakings on the part of MDA, herein contained:

- a. The Entity has all necessary power and authority to enter into and perform its duties under this Agreement and, when executed and delivered by the respective parties hereto, this Agreement will constitute a legal, valid and binding obligation of the Entity enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited:
 - (1) by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally
 - (2) by the validity of any particular remedy.
- b. The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Entity's duties under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Entity is subject or by which it is bound.
- c. There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Entity required for the execution, delivery or the consummation by the Entity of any of the transactions contemplated by this Agreement and not already obtained.
- d. There is no action, suit proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of the Entity, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to adopt, enter into or perform its obligations under this Agreement or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Entity.

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- e. The Entity will not discriminate against any employee or any applicant for employment because of race, religion, color, national origin, sex or age.
- f. The Entity shall comply with the terms and provisions of this Agreement and the Act and specifically with the terms set out in Item 4 of Annex A.
- g. The Entity certifies that all of the material information contained in the Application is true and correct as of the date of the Application and the date of this Agreement. The Entity acknowledges that MDA, in making the Grant, is relying upon the truthfulness and correctness of the material information contained in the Application. The Entity further acknowledges that MDA must account for the proper use of funds based on the information in the Application.
- h. The Entity acknowledges that MDA will recover any expended grant funds if the assistance provided was based upon fraudulent information or if the recipient of the assistance fails to meet the performance requirements established by the Entity and MDA and referenced in the Annex A.
- i. The Entity represents and warrants that it will further the purposes of the Act.
- j. Upon request of the MDA or the Office of the State Auditor, the Entity will provide reasonable verification of its compliance with the performance metrics as set out in Annex A. Additionally, the Entity will cooperate fully with MDA and/or the Office of the State Auditor in performing audits from time to time to determine the Entity's compliance with the provision of this Agreement. The Entity further agrees that MDA and/or the Office of the State Auditor shall have the right to inspect books, records, plans and other data related to the Project.
- k. The Entity shall follow General Auditing Standards for financial and other record retention requirements.
- l. The Entity shall comply with the following requirements and responsibilities: enroll in the E-Verify program; display the E-Verify participation posters (English & Spanish) in prominent places that are visible to prospective employees and all employees who are to be verified through the system; comply with the most recent version of the E-Verify Manual; comply with current Form I-9 procedures; initiate E-verify verification procedures for new employees within three (3) business days after each employee has been hired, and record the case verification numbers on the employee's Form I-9 or

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print the screen containing the verification number and attach it to the employee's Form I-9.

- m. Neither this Agreement, nor the incorporated Application, nor any other document or instrument delivered to MDA by the Company related to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading. The Company has disclosed, in writing, to MDA all facts that might reasonably be expected to result in a material adverse effect upon the Company's ability to either conduct its business or to carry out this Agreement and the transactions contemplated hereby. The Company or its agents have not knowingly or willfully made or used a document or writing containing any false, fictitious, or fraudulent statement or entry as part of its Application or correspondence or communication with MDA related to this Agreement.
- n. The Entity shall notify the members of the House of Representatives and Mississippi Senate at least five (5) days prior to a public ceremony announcing the award of the grant in their district or any public announcement or ceremony regarding the groundbreaking or opening of a facility, roadway or bridge using grant funds.
- o. The Entity will include the following language on signage regarding any public event or any new facility, roadway or bridge: "Funds were made available for this project by the Mississippi State Legislature."

Section 8. Termination.

- a. MDA may terminate its obligation to honor any disbursement of the Grant at any time prior to any disbursement of the Grant if any event occurs, which would constitute a default under this Agreement.
- b. It is expressly understood and agreed that the obligation of MDA to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi Legislature and the receipt of state funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, or if funds are not otherwise available to MDA, then MDA shall have the right upon ten (10) working days written notice to the Entity to terminate this Agreement without damage, penalty, cost or expense to MDA of any kind whatsoever. The effective date of termination shall be specified in the notice of termination.

Section 9. Notice Addresses. All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by:

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Mayor and Board of Aldermen**

- a) certified mail, postage prepaid;
- b) prepaid overnight delivery; or
- c) hand delivery.

For the purposes of this Agreement, notices shall be sent to the parties at the addresses set forth on Item 5 of Annex A hereto or to such other addresses that the parties may designate in writing.

Section 10. Miscellaneous.

- a) No party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other parties. Such consent shall not be unreasonably withheld.
- b) This Agreement has been made by MDA (acting for and on behalf of the State) and the Entity, and no person other than the foregoing and their successors or assigns shall acquire or have any right under or by virtue of this Agreement.
- c) This Agreement shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.
- d) If any section or part of a section of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a section of this Agreement.
- e) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- f) This Agreement shall inure to the benefit of MDA and the Entity and shall be binding upon MDA and the Entity and their respective successors and assigns.
- g) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance

**Minutes of August 6, 2024
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with, the internal laws of the State of Mississippi, including its statutes of limitation and without regard to conflict of law principles.

All disputes regarding this Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), must be brought or filed in state court in the First Judicial District of Hinds County, Mississippi, which shall be the exclusive forum and jurisdiction for such disputes.

The Parties agree that their choice of laws and exclusive forum set forth above are mandatory and shall not be deemed permissive.

- h) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same agreement.
- i) It is expressly understood and agreed by and between the Parties that this Agreement sets out the understandings between the Parties and that there are no promises, agreements, conditions, understandings, inducements, warranties or representations, either oral or written, express or implied, between them other than as set forth in this Agreement. No amendment, change, modification, or alteration of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement.
- j) This Agreement has been prepared by the efforts of all the parties. In any construction to be made to this Agreement, it shall not be construed against any party on the basis of authorship.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

MISSISSIPPI DEVELOPMENT AUTHORITY
(ACTING FOR AND ON BEHALF OF THE STATE
OF MISSISSIPPI)

By: _____
William V. Cork, Executive Director

ATTEST:


Sarah Wright, Bureau Manager

CITY OF LONG BEACH

By: 

Mayor George Bass

ATTEST:



Title: City Clerk

**Minutes of August 6, 2024
Mayor and Board of Aldermen**

**Annex A
to
Second Amended and Restated Grant Agreement**

- Item 1-** **Name of Entity:** City of Long Beach
- Item 2A-** **Description of Project:** Gulf Coast Restoration Funds to be used to assist the City of Long Beach with building construction and site work costs and other eligible expenditures as approved by MDA at the approved project site located at the Quarles House in Long Beach, Harrison County, Mississippi ("Project Site"). The Project Site is located at 181 East Old Pass Road. Internal labor will not be reimbursable.
- Item 2B-** **Soft Cost Expenses:** Engineering, Architectural, Project Management and other soft costs shall not exceed 10% of this MDA grant amount. Any amount above 10% will be allowed to count toward the local match for the project as a whole.
- Item 3-** **Grant Amount:** \$2,000,000
- Item 3B-** **Reappropriated Grant Amount:** \$544,789
- Item 4-** **Grant Terms and Conditions**
- MDA will approve and make available for reimbursement purposes grant funds in an amount not to exceed Two Million Dollars (\$2,000,000) which amount has been previously approved and allocated with respect to the Project from the Gulf Coast Restoration Fund for the reimbursement of a portion of costs and expenses related to the Project. All documentation for disbursement must be received by June 30, 2025. Any grant funds not disbursed before June 30, 2025 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.
- The disbursement of grant funds shall be contingent upon the entity complying with the quarterly reporting requirements. No funds will be disbursed by MDA until the Entity has submitted all delinquent quarterly reports.
- The Entity commits and warrants that an investment of at least a total of Four Hundred Thousand Dollars (\$400,000) will be made to incentivize the development of the project.
- Item 5-** **Grant Performance Metrics**
- The Entity commits to meet the following performance metrics as determined by the Entity and MDA: (1) The City will complete the building and site improvements by June 30, 2025; and (2) The Quarles House will hold at least one (1) paid event within two (2) years after the completion of the restoration project but no later than by June 30, 2026 ("Performance Metric Commitments"). In the event that the Entity fails to satisfy the Performance Metric Commitment, then the Entity shall repay the State any expended grant funds.

**Minutes of August 6, 2024
Mayor and Board of Aldermen**

MDA shall provide the Entity with written notice of default and the Entity will be given thirty (30) days following receipt of such notice to cure such default prior to the default payment becoming due and owing.

Item 6- Address Notice:

Mississippi Development Authority
Post Office Box 849
Jackson, Mississippi 39205
Attention: Financial Resources

City of Long Beach
Post Office Box 929
Long Beach, Mississippi 39560
Attention: Ms. Kini Gonsoulin, Deputy City Clerk

Minutes of August 6, 2024
Mayor and Board of Aldermen

ACKNOWLEDGMENT OF ENTITY

STATE OF MISSISSIPPI)
) ss:
COUNTY OF HARRISON)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 7th day of August, 2024, within my jurisdiction, the within named George L. Bass, who acknowledged he/she is the Mayor of City of Long Beach City, and that for and on behalf of said Board of Aldermen, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said Board of Aldermen so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 7th day of August, 2024.

Kini Gonsoulin
Notary Public

My Commission Expires:

August 27, 2025

[S E A L]



**Minutes of August 6, 2024
Mayor and Board of Aldermen**

Alderman McGoey made motion seconded by Alderman Brown and unanimously carried to approve the following Second Amended and Restated Grant Agreement with Mississippi Development Authority for Development & Revitalization and authorize the Mayor to execute same:

**MISSISSIPPI DEVELOPMENT AUTHORITY
GULF COAST RESTORATION FUND PROGRAM**

**SECON DAMENDED AND RESTATED
GRANT AGREEMENT**

**City of Long Beach
Harrison County, Mississippi
GCRF-20-23**

Minutes of August 6, 2024 Mayor and Board of Aldermen

This Second Amended and Restated Grant Agreement ("Agreement"), dated as of July 1, 2024, by and between the Mississippi Development Authority (acting for and on behalf of the State of Mississippi ("MDA") and the City of Long Beach as set forth in Item 1 of Annex A (the "Entity")

WITNESSETH:

WHEREAS, the Gulf Coast Restoration Fund, Section 57-119-1, Mississippi Code of 1972, as amended, was created for the purpose of funding programs or projects that are located in the Gulf Coast region as defined in the federal RESTORE Act, or twenty-five (25) miles from the northern boundaries of the three (3) coastal counties of Harrison, Hancock and Jackson, but not limited to expand beyond the boundaries of Hancock, Harrison, Jackson, Pearl River, Stone and George Counties; and

WHEREAS, these funds are provided for assistance to local units of government, nongovernmental organizations, institutions of higher learning, community colleges, ports, airports, public-private partnerships, private for-profit entities, private nonprofit entities and local economic development entities; and

WHEREAS, MDA is authorized to administer the Gulf Coast Restoration Fund monies upon appropriation by the Legislature; and

WHEREAS, pursuant to Section 18 of Senate Bill 2977 2020 Regular Session of the Mississippi Legislature, the Legislature appropriated Two Million Dollars (\$2,000,000) to assist the City of Long Beach with its Development and Revitalization Project; and

WHEREAS, pursuant to Section 21 of Senate Bill 2951 2021 Regular Session of the Mississippi Legislature, the Legislature reappropriated Two Million Dollars (\$2,000,000) to assist the City of Long Beach with its Development and Revitalization Project; and

WHEREAS, pursuant to Section 3 of Senate Bill 3049 2022 Regular Session of the Mississippi Legislature, the Legislature reappropriated Two Million Dollars (\$2,000,000) to assist the City of Long Beach with its Development and Revitalization Project; and

WHEREAS, pursuant to Section 4 of Senate Bill 3047 2023 Regular Session of the Mississippi Legislature, the Legislature reappropriated Two Million Dollars (\$2,000,000) to assist the City of Long Beach with its Development and Revitalization Project; and

WHEREAS, pursuant to Section 4 of Senate Bill 3057 2024 Regular Session of the Mississippi Legislature, the Legislature reappropriated Five Hundred Thousand Seven Hundred Thirty-Seven Dollars (\$500,737) to assist the City of Long Beach with its Development and Revitalization Project; and

WHEREAS, pursuant to the Gulf Coast Restoration Fund Act, Section 57-119, Mississippi Code of 1972, as amended, and the Gulf Coast Restoration Fund Regulations (the "Regulations") adopted by MDA, the Entity has filed an application (the "Application") with MDA for a grant to be used for the development of the Project, more particularly described in Item 2A of Annex A (the "Project"); and

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WHEREAS, based upon the Application and other relevant factors, MDA has agreed to provide the Entity with a grant under the Gulf Coast Restoration Fund in the amount set forth in Item 3B of Annex A (the "Grant") under the terms and conditions set forth in Item 4 of Annex A, in order to fund, in part, and develop the Project; and

WHEREAS, in order to receive any funds, the Entity shall comply with the requirements of the Line-Item Appropriation Transparency Act, Section 27-104-351, Mississippi Code of 1972, as amended; and

WHEREAS, the Entity has committed to use the Grant funds for the Project; and

WHEREAS, the Project satisfies the provisions of the Gulf Coast Restoration Fund and the Regulations; and

WHEREAS, the parties hereto agree that it is necessary to provide for and demonstrate compliance with the provisions of the Act;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the parties hereto intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

Section 1. Grant. MDA hereby agrees to make to the Entity and the Entity hereby agrees to accept from MDA a Grant pursuant and subject to the terms of this Agreement and the Gulf Coast Restoration Fund as set forth in Annex A. The Entity hereby agrees that it will apply the proceeds of the Grant only to the costs of the Project as more fully described in the Application. The Grant shall be disbursed by MDA to the Entity in installments as provided in this Agreement pursuant to Item 4 of Annex A. MDA's obligation to make the Grant and to disburse the Grant in installments shall be subject to all of the terms and conditions of this Agreement and the Entity satisfying all of its obligations under this Agreement and the Gulf Coast Restoration Fund.

Section 2. Disbursements. The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions, as well as any others herein set forth:

- a. the Entity shall not be in default under this Agreement or the Gulf Coast Restoration Fund; and
- b. funds appropriated by the Mississippi Legislature; and
- c. the development of the Project shall have progressed at a rate and in a manner reasonably satisfactory to MDA; and
- d. the receipt by MDA of a certificate of a representative of the Entity in the form set forth in Section 3 hereof and the notice required of the Entity set forth in Section 4 hereof for such disbursement in a form satisfactory to MDA. If the Entity fails at any time to meet the conditions precedent to any disbursement of the Grant as specified in the preceding sentence, the obligation of MDA to make further disbursements in connection with the grant shall cease until such time

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Mayor and Board of Aldermen**

as such condition precedent is met and satisfied. The parties hereto agree that disbursements by MDA to the Entity of the Grant shall be made by June 30, 2025. Any portion of the grant funds not disbursed before June 30, 2025 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

Section 3. Conditions. A condition precedent to all disbursements of the Grant shall be the delivery of a certificate of a representative of the Entity to the effect that:

- a. to the best of its knowledge, the representations and warranties of the Entity contained in this Agreement are true and correct as of the date of the disbursements with the same effect as if made on the date of such disbursements; and
- b. this Agreement has been duly authorized, executed and delivered by the Entity and constitutes a legal, valid and binding obligation of the Entity enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein may be limited by the availability of any particular remedies; and
- c. this Agreement has not been amended or supplemented or modified since the date of its execution and remains in full force and effect as of the date of the disbursement; and
- d. the authorization, execution and delivery of this Agreement by the Entity, and compliance by the Entity with the provisions hereof, will not conflict with or constitute a breach or default of the Entity's duties hereunder or under any law, administrative regulation, court decree, resolution, charter, bylaw or other agreement to which the Entity is subject or by which it is bound; and
- e. there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best of its knowledge, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to enter into or perform its obligations under this Agreement.

Section 4. Requisitions. A condition precedent to all disbursements of the Grant shall be the presentation to the State Treasurer of a warrant issued by the Department of Finance and Administration of the State or its successor to such duties, which warrant shall be issued under proper requisition signed by the Executive Director of MDA, all pursuant to Section 57-119-1(1). Warrants may only be issued for costs and expenses that are authorized by the Gulf Coast

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Restoration Fund and the Regulations. No requisition shall be executed by the Executive Director of MDA until the following shall have been satisfied:

- a. The Entity shall have provided MDA with reasonable written notice of the amount of the Grant disbursement requested by the Entity. Such notice shall contain all information necessary to enable MDA to prepare the requisition for a warrant described in this Section 4 including, without limitation, the name and title of the requesting representative of the Entity, the name of the party to be reimbursed and a description of the work product or service. In addition, such notice shall certify that the amount requested is the just amount due at the current time, is for a work product or service which has heretofore been delivered or performed and that all statutory requirements in connection with the acquisition of such work product or service have been complied with by the Entity; and
- b. The Entity must provide quarterly reports on the approved reporting form provided by MDA, due January 15, April 15, July 15 and October 15 on the status of the project. The report must include a written description and an itemized report detailing the expenditure of funds or the intended expenditure of any funds that have not been spent; and
- c. The Entity must provide proof of all non-grant funds expended on the project to ensure that GCRF funds are proportionately spent in relation to the total project cost share outlined in the Application; and
- d. MDA shall have indicated in writing its approval of the request for the Grant disbursement; and
- e. Disbursement of any funds shall be contingent upon the Entity complying with the quarterly reporting requirements; and
- f. A final written itemized report on the approved form provided by MDA must be timely submitted when all state funds have been spent.

Section 5. Representations of MDA. MDA makes the following representations as the basis for the undertakings on the part of the Local Sponsor herein contained:

- a. MDA is an agency of the State and is authorized pursuant to the provisions of the Gulf Coast Restoration Fund and the Regulations to enter into the transactions contemplated by this Agreement.
- b. MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

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- c. MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding and enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited:
 - (1) by bankruptcy, reorganization, or other similar laws limiting the enforceability of creditors' rights generally; or
 - (2) by the availability of any discretionary equitable remedies.

Section 6. Representations of the Entity. The Entity makes the following representations as a basis for the Grant and the undertakings on the part of MDA, herein contained:

- a. The Entity has all necessary power and authority to enter into and perform its duties under this Agreement and, when executed and delivered by the respective parties hereto, this Agreement will constitute a legal, valid and binding obligation of the Entity enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited:
 - (1) by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally
 - (2) by the validity of any particular remedy.
- b. The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Entity's duties under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Entity is subject or by which it is bound.
- c. There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Entity required for the execution, delivery or the consummation by the Entity of any of the transactions contemplated by this Agreement and not already obtained.
- d. There is no action, suit proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of the Entity, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to adopt, enter into or perform its obligations under this Agreement or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Entity.

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Mayor and Board of Aldermen**

- e. The Entity will not discriminate against any employee or any applicant for employment because of race, religion, color, national origin, sex or age.
- f. The Entity shall comply with the terms and provisions of this Agreement and the Act and specifically with the terms set out in Item 4 of Annex A.
- g. The Entity certifies that all of the material information contained in the Application is true and correct as of the date of the Application and the date of this Agreement. The Entity acknowledges that MDA, in making the Grant, is relying upon the truthfulness and correctness of the material information contained in the Application. The Entity further acknowledges that MDA must account for the proper use of funds based on the information in the Application.
- h. The Entity acknowledges that MDA will recover any expended grant funds if the assistance provided was based upon fraudulent information or if the recipient of the assistance fails to meet the performance requirements established by the Entity and MDA and referenced in the Annex A.
- i. The Entity represents and warrants that it will further the purposes of the Act.
- j. Upon request of the MDA or the Office of the State Auditor, the Entity will provide reasonable verification of its compliance with the performance metrics as set out in Annex A. Additionally, the Entity will cooperate fully with MDA and/or the Office of the State Auditor in performing audits from time to time to determine the Entity's compliance with the provision of this Agreement. The Entity further agrees that MDA and/or the Office of the State Auditor shall have the right to inspect books, records, plans and other data related to the Project.
- k. The Entity shall follow General Auditing Standards for financial and other record retention requirements.
- l. The Entity shall comply with the following requirements and responsibilities: enroll in the E-Verify program; display the E-Verify participation posters (English & Spanish) in prominent places that are visible to prospective employees and all employees who are to be verified through the system; comply with the most recent version of the E-Verify Manual; comply with current Form I-9 procedures; initiate E-verify verification procedures for new employees within three (3) business days after each employee has been hired, and record the case verification numbers on the employee's Form I-9 or

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print the screen containing the verification number and attach it to the employee's Form I-9.

- m. Neither this Agreement, nor the incorporated Application, nor any other document or instrument delivered to MDA by the Company related to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading. The Company has disclosed, in writing, to MDA all facts that might reasonably be expected to result in a material adverse effect upon the Company's ability to either conduct its business or to carry out this Agreement and the transactions contemplated hereby. The Company or its agents have not knowingly or willfully made or used a document or writing containing any false, fictitious, or fraudulent statement or entry as part of its Application or correspondence or communication with MDA related to this Agreement.
- n. The Entity shall notify the members of the House of Representatives and Mississippi Senate at least five (5) days prior to a public ceremony announcing the award of the grant in their district or any public announcement or ceremony regarding the groundbreaking or opening of a facility, roadway or bridge using grant funds.
- o. The Entity will include the following language on signage regarding any public event or any new facility, roadway or bridge: "Funds were made available for this project by the Mississippi State Legislature."

Section 8. Termination.

- a. MDA may terminate its obligation to honor any disbursement of the Grant at any time prior to any disbursement of the Grant if any event occurs, which would constitute a default under this Agreement.
- b. It is expressly understood and agreed that the obligation of MDA to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi Legislature and the receipt of state funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, or if funds are not otherwise available to MDA, then MDA shall have the right upon ten (10) working days written notice to the Entity to terminate this Agreement without damage, penalty, cost or expense to MDA of any kind whatsoever. The effective date of termination shall be specified in the notice of termination.

Section 9. Notice Addresses. All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by:

**Minutes of August 6, 2024
Mayor and Board of Aldermen**

- a) certified mail, postage prepaid;
- b) prepaid overnight delivery; or
- c) hand delivery.

For the purposes of this Agreement, notices shall be sent to the parties at the addresses set forth on Item 5 of Annex A hereto or to such other addresses that the parties may designate in writing.

Section 10. Miscellaneous.

- a) No party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other parties. Such consent shall not be unreasonably withheld.
- b) This Agreement has been made by MDA (acting for and on behalf of the State) and the Entity, and no person other than the foregoing and their successors or assigns shall acquire or have any right under or by virtue of this Agreement.
- c) This Agreement shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.
- d) If any section or part of a section of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a section of this Agreement.
- e) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- f) This Agreement shall inure to the benefit of MDA and the Entity and shall be binding upon MDA and the Entity and their respective successors and assigns.
- g) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance

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Mayor and Board of Aldermen**

with, the internal laws of the State of Mississippi, including its statutes of limitation and without regard to conflict of law principles.

All disputes regarding this Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), must be brought or filed in state court in the First Judicial District of Hinds County, Mississippi, which shall be the exclusive forum and jurisdiction for such disputes.

The Parties agree that their choice of laws and exclusive forum set forth above are mandatory and shall not be deemed permissive.

- h) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same agreement.
- i) It is expressly understood and agreed by and between the Parties that this Agreement sets out the understandings between the Parties and that there are no promises, agreements, conditions, understandings, inducements, warranties or representations, either oral or written, express or implied, between them other than as set forth in this Agreement. No amendment, change, modification, or alteration of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement.
- j) This Agreement has been prepared by the efforts of all the parties. In any construction to be made to this Agreement, it shall not be construed against any party on the basis of authorship.

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Mayor and Board of Aldermen**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**MISSISSIPPI DEVELOPMENT AUTHORITY
(ACTING FOR AND ON BEHALF OF THE STATE
OF MISSISSIPPI)**

By: _____
William V. Cork, Executive Director


ATTEST:

Sarah Wright, Bureau Manager

CITY OF LONG BEACH

By: 
Mayor George Bass

ATTEST:


Title: City Clerk

**Minutes of August 6, 2024
Mayor and Board of Aldermen**

**Annex A
to
Second Amended and Restated Grant Agreement**

- Item 1-** **Name of Entity:** City of Long Beach
- Item 2A-** **Description of Project:** Gulf Coast Restoration Funds to be used to assist the City of Long Beach with road construction, building rehabilitation and building construction costs and other eligible expenditures as approved by MDA at the approved project sites located at Long Beach City Hall and along Jeff Davis Avenue in Long Beach, Harrison County, Mississippi ("Project Site"). Internal labor will not be reimbursable.
- Item 2B-** **Soft Cost Expenses:** Engineering, Architectural, Project Management and other soft costs shall not exceed 10% of this MDA grant amount. Any amount above 10% will be allowed to count toward the local match for the project as a whole.
- Item 3A-** **Grant Amount:** \$2,000,000
- Item 3B-** **Reappropriated Grant Amount:** \$500,737
- Item 4-** **Grant Terms and Conditions**
- MDA will approve and make available for reimbursement purposes grant funds in an amount not to exceed Two Million Dollars (\$2,000,000) which amount has been previously approved and allocated with respect to the Project from the Gulf Coast Restoration Fund for the reimbursement of a portion of costs and expenses related to the Project. All documentation for disbursement must be received by June 30, 2025. Any grant funds not disbursed before June 30, 2025 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.
- The disbursement of grant funds shall be contingent upon the entity complying with the quarterly reporting requirements. No funds will be disbursed by MDA until the Entity has submitted all delinquent quarterly reports.
- The Entity commits and warrants that an investment of at least a total of Four Hundred Thousand Dollars (\$400,000) will be made to incentivize the development of the project.
- Item 5-** **Grant Performance Metrics**
- The Entity commits to meet the following performance metrics as determined by the Entity and MDA: (1) The City will complete the North Jeff Davis Avenue extension and sidewalk projects by June 30, 2024; and (2) The City will complete the Jeff Davis Gateway Improvements by June 30, 2024 ("Performance Metric Commitments"). In the event that the Entity fails to satisfy the Performance Metric Commitment, then the Entity shall repay the State any expended grant funds.

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Mayor and Board of Aldermen**

MDA shall provide the Entity with written notice of default and the Entity will be given thirty (30) days following receipt of such notice to cure such default prior to the default payment becoming due and owing.

Item 6-

Address Notice:

Mississippi Development Authority
Post Office Box 849
Jackson, Mississippi 39205
Attention: Financial Resources

City of Long Beach
Post Office Box 929
Long Beach, Mississippi 39560
Attention: Ms. Kini Gonsoulin, Deputy City Clerk

Minutes of August 6, 2024
Mayor and Board of Aldermen

ACKNOWLEDGMENT OF ENTITY

STATE OF MISSISSIPPI)
) ss:
COUNTY OF HARRISON)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 7th day of August, 2024, within my jurisdiction, the within named George L. Bass, who acknowledged he/she is the Mayor of City of Long Beach City, and that for and on behalf of said above and foregoing instrument, after first having been duly authorized by said Board of Aldermen so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 7th day of August, 2024.

Kini Gonsoulin
Notary Public

My Commission Expires:

August 27, 2025

[SEAL]



**Minutes of August 6, 2024
Mayor and Board of Aldermen**

Alderman Johnson made motion seconded by Alderman Brown and unanimously carried to approve the following Lease with Overstreet & Associates for office space, and authorize the Mayor to execute same:

STATE OF MISSISSIPPI
COUNTY OF HARRISON

LEASE AGREEMENT

This Agreement made by and between City of Long Beach, whose address is: P.O. Box 929 Long Beach, MS 39560 hereinafter called "Landlord", and Overstreet and Associates, 161 Lameuse Street Suite 203, Biloxi, MS 39530 hereinafter called "Lessee".

W I T N E S S E T H:

The Landlord, in consideration of the covenants contained in this agreement, does hereby lease to the Lessee the office space located at 201 Jeff Davis Avenue, Long Beach, MS 39560, consisting of One Office, to be used as an office for the Lessee, for a period of 24 Months (the "initial term") beginning on the 1st day of September, 2024, ("the commencement date").

1. Rent. Lessee shall pay to Landlord rent in the amount of \$200.00 per office per month for the subject property during the initial term of the lease agreement payable monthly in advance on the 1st day of each month. The rent shall be payable in the sum of \$200.00 per month, commencing on the 1st day of the month following the date of this agreement and continuing the 1st day of each month thereafter until the agreement is terminated as hereinabove provided. Rental payments for the first month shall be prorated on a daily basis by dividing the regular monthly payment by thirty (30) days. A late payment charge in the amount of Seventy-Five Dollars (\$75.00) shall be added to any regular monthly payment received more than five (5) days after due date. An additional fee of Thirty-Five Dollars (\$35.00) will be assessed to the Lessee for any dishonored or bad check. Rent shall be paid to the Landlord at City Clerk, P.O. Box 929 Long Beach, MS 39560 or at such other address as the Landlord may direct.

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2. Use. The premises may only be used for conducting business and for no other purpose without the prior written consent of the Landlord.

3. Assignment and Subletting. Lessee may not assign or sublease.

4. Ordinances & Statutes. Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises. The commencement of any action against the Lessee for a breach of any such statute, ordinance or requirement shall constitute a breach under this agreement. Failure to comply with such regulations, rules or policies shall constitute a breach under this agreement.

5. Maintenance, Repairs and Alterations. Lessee acknowledges that the premises are in good order and repair on this date. Lessee shall at all times hereafter maintain the premises in a good and safe condition, (excluding the roof, exterior walls and structural foundation which shall be maintained by the Landlord), and Lessee shall return the property in good order and repair upon termination of this lease. The Lessee further covenants that it will not make any modifications or alterations to the premises, without first obtaining the written consent of the Landlord which consent will not be unreasonably withheld. Lessee will not commit any waste on the property during the term of this agreement.

6. Entry and Inspection. Lessee shall permit the Landlord or its agent to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit the Landlord at any time within sixty (60) days prior to the termination of this lease allow to place "for rent" advertisements and to allow for the Landlord to show the premises to prospective Lessees.

7. Indemnification of Landlord. Landlord shall not be liable for any damages or losses to Lessee, or any other person including invitees, licensees or trespassers, or to any property, occurring on the premises and the Lessee agrees to indemnify, defend and hold the Landlord harmless from and against any and all such claims, including reasonable

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attorneys fees, and costs. Lessee further agrees to provide Landlord with counsel of their choice to defend such action(s).

8. Possession. If Landlord is unable to deliver possession of the premises upon the commencement of this lease, Landlord shall not be in default and shall not be liable for any damages to the lessee created thereby.

9. Lessee's Insurance. Lessee acknowledges that Landlord shall not maintain any insurance for the benefit of the Lessee. Lessee shall be solely responsible for insuring its contents and personal property which may be located on the premises, and shall indemnify, defend and hold Landlord harmless for the same.

10. Subrogation. To the maximum extent allowed by law, the Lessee waives any rights of subrogation against the Landlord.

11. Utilities. Lessor agrees to be solely responsible for payment of all utilities, including without limitation electricity, gas, and cable television for the leased property.

12. Destruction or damage of premises. In the *event* of a total destruction of the premises during the term of this agreement, the Landlord or the Lessee shall have the right to terminate this lease, effective on the date of the loss. In the *event* the parties elect to continue with the lease or if the premises is only partially destroyed the Lessees rent shall be reduced proportionately until such time as the premises have been restored to its condition as of the commencement date hereof.

13. Abandonment. In the *event* the Lessee abandons the property during the term of this lease or fails to *remove* their personal property at the end of this lease, the Landlord shall have the right to enter the premises and to *remove* the Lessees personal property. Said personal property may be sold or disposed of in any manner by Landlord, and the Lessee hereby waives any claims against the Landlord for improper disposal of said personal property or for trespass onto the leased premises.

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14. Hazardous Materials. Lessee shall not use, store, or dispose of any Hazardous materials or substances upon the property. Hazardous materials shall mean any waste, substance, or matter regulated under any environmental law, regulation, or ordinance.

15. Waiver of Jury Trial, Venue & Jurisdiction. The parties do hereby waive right to have a jury trial relating to any breach of this agreement and the parties do hereby submit to jurisdiction and venue for any breach of this agreement in any court of competent jurisdiction in the First Judicial District of Harrison County, Mississippi.

16. Termination of Agreement. The Lessee further covenants with the Landlord that at the expiration of this Lease, the Lessee shall deliver peaceable possession of the said property to the Landlord, in as good condition as received, usual wear and tear excepted.

17. Default. In the event of default by the Lessee and such default is not corrected by the Lessee after receiving ten (10) days written notice from the Landlord, the Landlord shall have the right (a) to terminate the lease agreement and to reclaim possession of the subject property, without the necessity of gaining Court assistance to complete the same; and (b) to file suit against the Lessee for all sums currently due and to become due under the then existing term of the lease agreement giving credit thereon for all monies received by the Landlord from re-leasing the subject property, although the Landlord shall be under no obligation to re-lease the premises. Landlord shall also be entitled to recover any and all costs associated with restoration of damages caused by the Lessee during their occupancy.

18. Attorneys Fees. Lessee agrees to pay all costs incurred or imposed by or on the Landlord in collecting delinquent rent or enforcing any of the provisions of this Agreement. In the event Landlord is required to obtain the services of an attorney to

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enforce any of the provisions of this agreement, Lessee agrees to pay in addition to any sums due hereunder, an additional amount of reasonable attorney fees and costs reasonably incurred by the Landlord in the enforcement of this agreement.

19. **Waiver.** No failure of the Landlord to enforce any term of this agreement shall constitute a waiver of said right, nor shall acceptance of any partial payment be deemed a waiver to collect all sums which are or may become due under this agreement.

20. **Notice.** Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to the address shown in this agreement or such other address as the Lessee may provide in writing from time to time.

21. **Holding Over.** Any holding over after expiration hereof, with the consent of the Landlord, shall be construed as a month-to-month tenancy in accordance with the terms hereof, except that either party may terminate such a tenancy by providing thirty (30) days prior written notice.

22. **Time.** Time is of the essence with this agreement.

23. **Binding Effect.** This agreement shall be binding upon the parties and their respective successors, executors, and/or assigns.

24. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Mississippi.

25. **Condemnation.** In the event all or part of the leased property is taken by condemnation for public use, and a part thereof remains which is susceptible of occupation hereunder, this lease shall as to the part taken terminate on the date of such condemnation is completed, and thereafter the Lessee shall be required to pay such

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proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation, provided however that if the whole of the property be taken or if the remaining portion of said property is not usable by the Tenant the lease may be terminated by either party upon thirty (30) days prior written notice.

THIS SPACE IS INTENTIONALLY LEFT BLANK

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26. **Entire Agreement.** This agreement constitutes the full and complete agreement of the parties and supersedes any prior written or oral agreements.

Witness our signatures this 6th day of August, 2024

LANDLORD

BY: 

TENANT

BY: 

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Alderman Brown made motion seconded by Alderman Bennett and unanimously carried to approve the following State Aid Grant Agreement with Mississippi Library Commission, and authorize the Mayor to execute same:

Mississippi Library Commission
State Aid Grant Agreement
FY 2025

Starting Date: July 1, 2024

Closing Date: June 30, 2025

This agreement is made between the Mississippi Library Commission and the Library/Library System named below, which shall hereby be known/referred to as the Grantee and/or Payee.

Grantee: Long Beach Public Library
209 Jeff Davis Avenue
Long Beach, Mississippi 39560

This Grant Agreement is made for the following grant programs and amounts

GRANT:	Program: Personnel Incentive Grant Program Number: SP25-362-25-0 Awarded: \$0.00	<i>PIGP awards are subject to reduction if state mandated budget cuts are enacted.</i>
GRANT:	Program: Health Insurance Grant Program Number: SH25-360-25-0 Awarded: \$27,540.00	<i>Figures for Health and Life Insurance Programs are estimates based on projected payments.</i>
GRANT:	Program: Life Insurance Grant Program Number: SL25-361-25-0 Awarded: \$426.55	<i>Actual amounts will be equal to eligible expenditures of the Library/Library System</i>

This agreement acknowledges the above listed Grantee has met all requirements necessary to participate in these grant programs sponsored by the Mississippi Library Commission.

The continuation or fulfillment of this grant program, or any other grant/subgrant programs administered by the Mississippi Library Commission, is subject to the availability of funds.

SIGNATURES

GRANTOR:

By:  Hulen Bivins, Executive Director

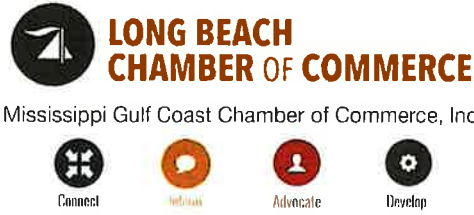
GRANTEE: By signing below, I acknowledge that I have read and understand the Terms and Conditions and agree to comply with all requirements.

By:  George L. Bass
Library/Library System Director Mayor Print Name

By: _____ Print Name
President, Board of Trustees

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Alderman Johnson made motion seconded by Alderman Bennett and unanimously carried to approve the following Banner Placement Request from Long Beach Chamber of Commerce for Taste of Long Beach:



Dear Long Beach Board of Alderman,

On behalf of the Long Beach Chamber of Commerce Board of Directors, we would like to thank you for supporting the Long Beach Chamber. As you know, we have our largest fundraiser, Taste of Long Beach coming up on Thursday, September 26th, 2024. This event allows us to raise funds that pour directly back into our community, such as: small business grants and high school scholarships. In order for us to get a wider audience we are requesting that The Long Beach Chamber can hang 6 banners around the city starting on Friday, September 6th, 2024 with the understanding that all 6 banners must be taking down on Friday, September 27th, 2024, the day after the event. We greatly appreciate your consideration!

Best,
Anna Claire Perronne, Director
Long Beach Chamber of Commerce

There came on for discussion Charleston Lane Sidewalk, whereupon Alderman Brown made motion seconded by Alderman Bennett and unanimously carried to direct Public Works to install sidewalk at the corner of Old Savannah Drive and Charleston Lane.

Alderman McGoey made motion seconded by Alderman Brown and unanimously carried to adopt the following image with the phrase "The Friendly City" below as Long Beach's official logo:



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The Mayor recognized Mr. James "Buddy" Ray who requested an update on the purchase of right of way in front of his car wash located near the intersection of Klondyke & Commission Roads. City Attorney Steve Simpson apprised Mr. Ray that the condemnation suit had been filed and he should seek the legal counsel of his attorney.

Alderman Brown made motion seconded by Alderman McGoey and unanimously carried to approve the following letter terminating Construction Engineering and Inspection services with Neel-Schaffer due to an error in the contract, and authorize the Mayor to execute same:

City of Long Beach



August 6, 2024

Mr. Steve Twedt, P.E.
Neel-Schaffer, Inc.
795 Howard Ave.
Biloxi, MS 39830

Re: Railroad Crossing Grade Improvements
Project No. STP-0295-00(021)LPA/108427-701000
City of Long Beach

Dear Mr. Twedt:

Please consider this letter as notice of termination of the current Construction Engineering & Inspection Contract with Neel-Schaffer, Inc. for the above captioned project. The contract contains an error in the amount of working days. Please update and provide a new contract as soon as possible.

This letter also rescinds the Notice to Proceed issued to Neel-Schaffer, Inc. on May 29, 2024.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

George L. Bass
Mayor

pc: File
Chuck Starita, MDOT

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There came on for discussion Harbor Inner Wall, whereupon Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to authorize advertisement of aforementioned project with the understanding that the advertisement would include the language "subject to availability of funds".

There came on for discussion Harbor Electrical Pedestals. Mayor Bass apprised the Board that these pedestals had been stored in a trailer since Hurricane Zeta and would no longer be able to be used in the Harbor due to unavailability of parts. It was the consensus of the Board to take this item under advisement until the FEMA Arbitration case has been resolved.

Mayor Bass announced that he would be participating in a Children's Cancer fundraiser in September and urged the Board and citizens to participate as well.

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

Police Dept:

- Resignation, Police Officer 1st Class Davion Henry, effective July 11, 2024
- Leave of Absence, Police Officer 1st Class Tony Duncan, effective August 1, 2024

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Alderman Brown made motion seconded by Alderman McGoey and
unanimously carried to approve the following Budget Amendments for FY 2024:

City of Long Beach
Budget Amendment Request

Fund Name	<u>General Fund</u>	Date	<u>8/6/2024</u>
Department #	<u>311</u>	Budget Entry #	<u> </u>
Department Name	<u>Streets & Drainage</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Operating Supplies 311-610700	61,000	33,462	232	94,694
Scrap Sales			(232)	(232)

Amendment to budget proceeds from scrap sales

Amendment #7



TO: KINI GONSOULIN
 FROM: MIKE GLASS, PROJECT MANAGER – PUBLIC WORKS
 RE: SCRAP SALES
 DATE: JULY 18, 2024

Kini,

Attached are two checks from Southern Recycling for scrap metal sales – total amount: \$231.61. Please apply this amount to Street Operating – 311-610700.

Please present on the next Board of Aldermen's meeting agenda.

Thank you.

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City of Long Beach Budget Amendment Request

Fund Name	General Fund	Date	8/6/2024
Department #	435	Budget Entry #	
Department Name	Recreation		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Capital Outlay 435-630100	-	-	4,300	4,300
Disaster Funds			(4,300)	(4,300)

Amendment to move funds from Disaster Recovery to purchase an ice machine for the Recreation Center

Amendment #8

QUOTE

MILLER ICE MACHINE CO.

INVOICE # NO.
DATE: 7/24/24

319 Tegarden Rd. Gulfport, MS 39507
228-861-1914 or 228-896-1423
Millericemachineco@gmail.com

TO City of Long Beach
Bob Paul

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Hunter	Ice Machine	Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	KDT0500A - Manitowoc		\$4,097.79
1	Shipping, Delivery, Install		\$200.00
SUBTOTAL			\$4,297.79
TAX			
TOTAL			\$4,297.79

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

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City of Long Beach Budget Amendment Request

Fund Name General Fund Date 8/6/2024
 Department # 213 Budget Entry # _____
 Department Name Police

	Original Budget	Prior Amencments	This Amendment	Revised Budget
New Vehicles 213-630500	-	-	44,510	44,510
New Equipment 213-630500	156,973	47,060	7,490	211,523
Stone Garden Grant			(52,000)	(52,000)
Maintenance Contracts 213-621700	121,000		72,000	193,000
Building Mainenance 213-611000	13,000	1,824	4,000	18,824
Motor Vehicle Repairs 213-611300	85,000		9,000	94,000
Gasoline, Oil & Grease 213-614000	80,000		20,000	100,000
K-9 Unit Supplies 213-615000	2,000		5,000	7,000
Wages & Salaries 213-600100	2,243,992		(110,000)	2,133,992

Amendment to move funds within the Police Department

Amendment #9



August 2, 2024

To: Mayor Bass
Board of Alderman

From: Chief Seal

Re: Budget Amendments

I am respectfully requesting to amend the police department budget by making the following transfers:

\$44,510.00 from the reimbursement received for the vehicle purchased on the Stone Garden Grant (PO 240136) into New Vehicles (213-630500).

\$7,490.00 from the reimbursement received for the vehicle outfitting purchase on the Stone Garden Grant (PO 240856) into New Equipment (213-631000)

\$72,000.00 from Wages and Salaries (213-600100) into Maintenance Contracts (213-621700) for the Taser and Bodyworn contract payments #1 of 5

\$38,000.00 from Wages and Salaries (213-600100) to the following:

- \$4,000.00 to Building Maintenance (213-611000)
- \$9,000.00 to Motor Vehicle Repairs (213-611300)
- \$20,000.00 to Gasoline, Oil and Grease (213-614000)
- \$5,000.00 to K-9 Unit Supplies (213-615000)

Money is available from Wages and Salaries due to having unfilled positions in the police department.

Thank you for your consideration.


 William Seal
 Chief of Police

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City of Long Beach
Budget Amendment Request

Fund Name General Fund Date 8/6/2024
Department # 290 Budget Entry # _____
Department Name Fire Department

	Original Budget	Prior Amendments	This Amendment	Revised Budget
New Vehicles 290-630500			55,000	55,000
Disaster Funds			(55,000)	(55,000)

Amendment to move funds from Disaster Recovery to purchase a new pick up truck for Fire Deparement

Amendment #10

Alderman Brown made motion seconded by Alderman McGoey to cancel the work session previously scheduled for August 23, 2024. Alderman Johnson made substitute motion seconded by Alderman Brown and unanimously carried to have the works session as scheduled.

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FACILITY SERVICES RENTAL SERVICE AGREEMENT

1. The customer, its successors and assigns ("Customer") orders from orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other items covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained here in. Pricing is based on 52 weeks billing per rental item per year.
2. All items will be cleaned and maintained by Company and remain property of the Company. All items that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company ensuring floor safety conditions at its locations. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.
4. The weekly rental charge for any item can be terminated, but only after all items issued to Customer, or the value of same, have been returned to Company. All items remain the property of Company. Any special products (logo mats) must be purchased by the customer if service is stopped. If items are lost or destroyed by any means Customer will pay the then current replacement values for said items.
5. Customer agrees to notify Company, in writing, of any hazardous materials that may be picked up by Company in the soiled textiles serviced under this agreement. In no case will the hazardous materials be present to the extent that they may be harmful to Company's employees.
6. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the due date to the date of payment in full at an annual percentage rate equal to the lesser of (a) either percent 18% or (or) the maximum rate permitted by law.
7. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement, including any claims arising from defective products.
8. **Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.**
9. Additional products and services may be added to this agreement and shall automatically become a part of and subject to the terms and provisions of this agreement. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than for documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all Facility Services Products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.
10. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of (a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.
11. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration laws. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall be in the state where the Customer is located.
12. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
13. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders of other documents issued by the Customer, in which case, the terms of this agreement shall control.
14. This agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Company, provided, however, if a federal, state, or local government body or its representative is a party to this agreement, the proposed modification, amendment or supplement must be in writing signed by a President or Senior Vice President of the Company.
15. Prevailing Wage/Living Wage. Customer understands and acknowledges individuals who provide services under this Agreement could be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that Customer is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to the Parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending

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against any such claim.

16. By signing the agreement, Customer waives its signature as a requirement for services rendered. Customer agrees to pay all services in full without the signature on their weekly invoice(s). Customers with multiple weekly invoices have the option to waive their signature on all but one invoice or may waive their signature on all invoices. If Customer chooses to retain signature authority, the respective SSR must be able to contact the customer to obtain a delivery signature.

Single Invoice: Signature Waived

Multiple Invoices: Signature Waived On All

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Alderman Brown made motion seconded by Alderman McGoey and unanimously carried to approve the following quote from Metrix Solutions for Body Worn Cameras, and authorize the Mayor to execute same:



We have prepared a quote for you

LBPD - BodyWorn 5 Year Renewal - 2024-7-5

Quote # 058466
Version 2

Prepared for:

Long Beach Police Department

William "Billy" Seal
wseal@cityoflongbeachms.com

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190 E. Capitol Street Suite 175
Jackson, MS 39211
www.metrixsolutions.com
601.352.2120



Products

Item	Description	Price	Qty	Ext. Price
Renewal - New Term: 10/1/2024 through 9/30/2029				
BWC-S-4005	Polaris and SmartRedaction™ SaaS for Rocket Communications - 5 Years	\$7,000.00	25	\$175,000.00
EOS-Refresh	BodyWorn Hardware Refresh - Includes Media Controller, Charging Cables, Case, Holster, and Screen Protector	\$900.00	25	\$22,500.00

Subtotal: \$197,500.00

Optional Products

***Optional**

Item	Description	Price	Qty	Ext. Price
CAD-I	CAD Integration	\$15,000.00	1	\$15,000.00
CAD-S-5	CAD Activation SaaS - 5 Years	\$900.00	25	\$22,500.00
RIOT-H-8000024V1	Rocket Battery Backup	\$300.00	25	\$7,500.00
Shipping-Utility-001	Utility Standard Shipping Fee	\$25.00	1	\$25.00

***Optional Amount: \$45,025.00**

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190 E. Capitol Street Suite 175
Jackson, MS 39211
www.metrixsolutions.com
6013522120



LBDP - BodyWorn 5 Year Renewal - 2024-7-5

Prepared by:
Metrix Solutions
Sonny Beneke
601-863-0307
Fax
sonnybeneke@pileum.com

Prepared for:
Long Beach Police Department
P.O. Box 929 201 Alexander Road
Long Beach, MS 39560
William "Billy" Seal
wseal@cityoflongbeachms.com
(228) 865-1981

Quote Information:
Quote #: 058466
Version: 2
Delivery Date: 07/10/2024
Expiration Date: 09/30/2024

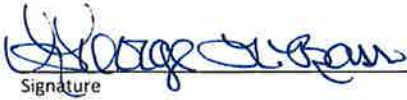
Quote Summary

Description	Amount
Products	\$197,500.00
Total: \$197,500.00	

*Optional Expenses

Description	Amount
Optional Products	\$45,025.00
Optional Subtotal: \$45,025.00	

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.


Signature


8-7-24
Date

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▶ Metrix - Payment Terms

- Once order has been submitted and processed by Metrix Solutions, a restocking fee may apply if customer decides to cancel the order. Please note that this document is a sales quotation and not an invoice. An invoice will be sent upon delivery of items and/or services ordered. Payment is due upon receipt of invoice. A 1% per month interest charge begins at 30 days.
- Payment Schedule:
 - Year 1 - Payment 1 20% - Term: 2024 to 2025 - Due 10/1/2024: \$39,500.00
 - Year 2 - Payment 2 20% - Term: 2025 to 2026 - Due 10/1/2025: \$39,500.00
 - Year 3 - Payment 3 20% - Term: 2026 to 2027 - Due 10/1/2026: \$39,500.00
 - Year 4 - Payment 4 20% - Term: 2027 to 2028 - Due 10/1/2027: \$39,500.00
 - Year 5 - Payment 5 20% - Term: 2028 to 2029 - Due 10/1/2028: \$39,500.00

Signature: 

Printed Name: George L. Bass

Title: Mayor

Date: 8-7-24

Minutes of August 6, 2024 Mayor and Board of Aldermen

190 E. Capitol Street Suite 175
Jackson, MS 39211
www.metrixsolutions.com
6013522120



▶ Metrix - New Terms and Conditions

Terms and Conditions for BodyWorn

Updated Terms: <https://www.utility.com/service-agreement/>

T-1. CONTRACT

This Sales Contract (hereinafter Agreement) is entered into by and among Metrix Solutions (hereinafter SELLER), Utility Associates Inc. (hereinafter MANUFACTURER) and City of Ocean Springs Police Department (hereinafter BUYER). The Terms and Conditions and order information set forth in this document or incorporated by reference and any modification made pursuant to it shall constitute the complete and exclusive written expression of the terms and conditions of the agreement between the parties, and supersedes all prior or contemporaneous proposals (oral or written), understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating to the subject matter of this contract. The terms and conditions of this Agreement as set out herein may not in any way be explained or supplemented by a prior or existing course of dealings between the parties by any usage of trade or custom, or by any prior performance between the parties pursuant to this contract or otherwise and may not be modified in any way by any subsequent orders, proposals, acknowledgments, or other communications which relate to said order, unless specifically agreed in writing by BUYER, SELLER and MANUFACTURER. Neither SELLER nor MANUFACTURER is responsible for typographical errors made in any of its publications, or for stenographic or clerical errors made in preparation of quotations, acknowledgments, or specifications. All such errors are subject to correction. All prices are based on the quantity and delivery shown on the quotation or acknowledgment.

T-2. LIMITED WARRANTY

Products sold by SELLER pursuant to this Agreement have been manufactured by MANUFACTURER and accordingly are warranted by MANUFACTURER at time of shipment to be free from defects in material and workmanship under normal use and service. This warranty is only applicable to any of MANUFACTURER's products which BUYER returns to MANUFACTURER within one (1) year from the date of initial delivery, and which MANUFACTURER determines to be defective within the terms of this warranty. Products are warranted by MANUFACTURER at time of shipment to be free from defects in material and workmanship under normal use and service. MANUFACTURER'S obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at MANUFACTURER's sole option. MANUFACTURER shall bear round-trip shipment costs of defective items found to be covered by this warranty. Defective products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the MANUFACTURER's property. This warranty does not extend to any MANUFACTURER product which has been subjected to misuse, neglect, accident, improper installation, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by MANUFACTURER, or which has been repaired or altered by BUYER or persons other than MANUFACTURER or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper signals, or products which have had their serial number or any part thereof altered, defaced, or removed. MANUFACTURER liability does not cover normal wear and tear or deterioration. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WRITTEN, EXPRESS, IMPLIED OR STATUTORY WARRANTIES, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY AND DESIGN WARRANTIES ARE SPECIFICALLY EXCLUDED AND SHALL NOT APPLY.

T-3. LIMITATION OF LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM LOSS OF PROFIT OR REVENUE, INSTALLATION OR REMOVAL COSTS OR COSTS OF SUBSTITUTE PRODUCTS. BUYER AGREES THAT ANY BASIS FOR IMPOSING ANY LIABILITY ON SELLER FOR PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH, OR LEGAL EXPENSES RELATING TO THE SALE OR USE OF SELLER'S PRODUCTS SHALL BE VOID AND UNENFORCEABLE TO THE EXTENT NOT PROHIBITED BY LAW. THE TOTAL LIABILITY OF SELLER ON ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING

Minutes of August 6, 2024 Mayor and Board of Aldermen

190 E. Capitol Street Suite 175
Jackson, MS 39211
www.metrixsolutions.com
6013522120



Initials: ASB

OUT OF, CONNECTED WITH OR RESULTING FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR USE OF ANY PRODUCT WILL NOT EXCEED THE PRICE PAID FOR THE PRODUCT OR PART THEREOF WHICH GIVES RISE TO THE CLAIM. BUYER AGREES TO HOLD SELLER HARMLESS FROM ALL LIABILITIES AND CLAIMS ARISING FROM USE OF SELLER'S PRODUCT.

T-4. DELIVERY

The shipment date set out herein is SELLER's best estimate of the time material will be shipped from MANUFACTURER, and neither SELLER nor MANUFACTURER assumes any liability for loss, damage, or consequential damages due to delays for any reason. In no way shall SELLER be bound to a firm shipment or delivery date, regardless of the wording in the BUYER's order, except if expressly agreed to in writing by SELLER.

T-5. SHIPMENTS

All shipments are F.O.B. MANUFACTURER's warehouse. SELLER assumes no liability for loss, delay, breakage, or damage after delivering packaged products in good order to the carrier. All risks of loss transfer to the BUYER upon delivery of the goods to the carrier at the F.O.B. point. All transportation and shipment costs are the sole liability of the BUYER.

T-6. ACCEPTANCE

Final acceptance or rejection of the goods to the contractual requirements shall be at MANUFACTURER's warehouse in accordance with MANUFACTURER's standard acceptance procedure within thirty (30) days after written notice to BUYER of acceptance test schedule. Title shall pass to the BUYER upon acceptance of each line item at MANUFACTURER's warehouse. Upon acceptance of each unit of goods, BUYER waives any right to revoke such acceptance for any reason, whether known or unknown to BUYER at the time of acceptance. BUYER's sole and exclusive remedy regarding any defect or nonconformance becoming apparent in the goods after such acceptance shall be as set out in Clause T-2 hereof entitled WARRANTY.

T-7. FORCE MAJEURE

In no event shall SELLER or MANUFACTURER be liable for any losses or damages (including incidental or consequential damages), delays or defaults occasioned by: (1) acts of God or of a public enemy, (2) acts of the United States or any state or political subdivision thereof, (3) fires, floods, explosions or other catastrophes, (4) epidemics and quarantine restrictions, (5) strikes, slowdowns or labor stoppages of any kind, (6) freight embargoes, (7) unusually severe weather (8) delays of a supplier, or (9) causes beyond the control of SELLER or MANUFACTURER.

T-8. TERMINATION

In the event of termination of all or any part of the order by BUYER or SELLER prior to completion of performance hereunder, SELLER shall be entitled to the amount owed as of the date of termination, which is calculated based on the total project value less the pro-rated amount to be refunded. The amount refunded is calculated as a percentage of time remaining on the original contract.

T-9. PATENTS, TRADEMARKS, AND COPYRIGHTS

None of the MANUFACTURER's patent, trademark, copyright, or trade secret rights is transferred to BUYER other than the right to use products manufactured by MANUFACTURER and supplied by Seller in the normal course of its business.

Initials: ASB

Minutes of August 6, 2024 Mayor and Board of Aldermen

190 E. Capitol Street Suite 175
Jackson, MS 39211
www.metrixsolutions.com
6013522120



T-10. BUYER'S DATA

BUYER agrees that all data furnished in conjunction with its order together with any information furnished orally shall be free from proprietary or confidentiality restriction except as otherwise agreed in writing by SELLER.

T-11. PRICE, QUANTITY AND TAXES

The prices and quantities set out herein represent the quantity information contained in BUYER's order to SELLER, and SELLER's agreed-to-price therefore, and shall be controlling. In case of dispute, both parties shall in good faith seek to reach agreement in accord with the original agreed-to-order. BUYER agrees to pay all applicable federal, state and local revenue, excise, sales, use or similar taxes. BUYER, at SELLER's discretion, shall provide SELLER with a suitable tax-exempt certificate acceptable to the taxing authorities.

T-12. CHANGES

Any changes by BUYER relating to the work to be performed, method of shipment or packing, schedule, or place of delivery must be made by written order to SELLER. If such changes cause an increase or decrease in the cost of performance or in the time required for performance, SELLER shall be entitled to an equitable adjustment and the contract shall be modified accordingly prior to implementation of the change.

T-13. TERMS OF PAYMENT

Payment is due thirty (30) days from the date of shipment, contingent upon credit approval, unless otherwise specified on the invoice. Each shipment shall be considered a separate and independent transaction and therefore payment shall be made accordingly without any setoff. If shipments are delayed by or at the request of BUYER, amounts outstanding and unpaid beyond the time specified in these terms may, at the sole discretion of the SELLER, accrue interest at 1.5% per month for the duration of the unpaid balance. Orders for custom or special products and/or services are irrevocable and may require advance payment. Failure of BUYER to make payments shall be grounds for SELLER to delay shipment, place the BUYER on Credit Hold or terminate the contract in whole or in part.

T-14. LETTER OF CREDIT

SELLER shall not be obligated to provide a letter of credit or other form of contract guarantee for payments received prior to final delivery.

T-15. ASSIGNMENT

Neither this contract nor any interest herein may be assigned by BUYER, either voluntarily or by operation of law without the prior written consent of SELLER. No consent shall be deemed to relieve BUYER of its obligations to fully comply with the requirements hereof. SELLER may, without BUYER's consent, assign any monies due or to become due hereunder.

T-16. JURISDICTION

This contract shall be governed by and construed according to the Laws of the State of Georgia, and exclusive jurisdiction and venue shall lie in the courts of the State of Georgia.

T-17. MERCHANDISE AND CLAIM TERMS

Orders cancelled by BUYER will be subject to a cancellation charge not to exceed 20% of the value of the cancelled order, at SELLER's discretion.

Minutes of August 6, 2024 Mayor and Board of Aldermen

190 E. Capitol Street Suite 175
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www.metrixsolutions.com
6013522120



Initials JSB

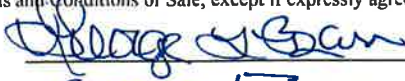
T-18. RETURNED GOODS

No merchandise will be accepted for return without written authorization. All returns must be unused, undamaged, in the original factory carton, and accompanied by a "Return Material Authorization" (RMA) number and a copy of the SELLER invoice. Restocking charges apply to returned goods depending upon the circumstances of return and condition of product. All returned goods must be shipped prepaid, insured, and properly packed and the RMA number must be referenced on all correspondence and must be visible on the exterior of the carton.

T-19. GENERAL

MANUFACTURER reserves the right to make changes in design, at any time, without incurring any obligations to provide same on units previously purchased or to continue to supply obsolete units or parts. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. The failure of either party to insist, in any one or more instances, upon the performance of any term or terms of this order shall not be construed as a waiver or relinquishment of that party's right to such performance or to future performance of such a term or terms, and the other party's obligation in respect hereto shall continue in full force and effect.

SELLER specifically rejects and objects to BUYER issuance of any unilateral order not in full compliance and agreement with these SELLER Terms and Conditions of Sale, except if expressly agreed to in writing by SELLER.

Signature: 

Printed Name: George L. DASP

Title: Mayor

Date: 8-7-24

Minutes of August 6, 2024 Mayor and Board of Aldermen

Alderman Bennett made motion seconded by Alderman Brown and unanimously carried to approve the following quote from Axon Enterprise, Inc. for Tasers, and authorize the Mayor to execute same:

Q-567034-45504.811SB
Issued: 07/31/2024
Quote Expiration: 08/15/2024
Estimated Contract Start Date: 11/15/2024
Account Number: 110369
Payment Terms: N30
Delivery Method:

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737



SALES REPRESENTATIVE	PRIMARY CONTACT
Spencer Bassett Phone: Email: sbassett@axon.com Fax:	Damian McRight Phone: 2288651981 Email: dmcrigh@longbeachms.gov Fax:

SHIP TO	BILL TO
LONG BEACH POLICE DEPT. - MS 201 Alexander Rd Long Beach, MS 39560-5443 USA	LONG BEACH POLICE DEPT. - MS PO Box 929 Long Beach MS 39560-0929 USA Email:

Discount Summary

Average Savings Per Year	\$6,177.00
TOTAL SAVINGS	\$30,865.00

Quote Summary

Program Length	60 Months
TOTAL COST	\$114,715.00
ESTIMATED TOTAL W/ TAX	\$114,715.00

Q-567034-45504.811SB

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Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	\$22,977.92	\$0.00	\$22,977.92
Oct 2025	\$22,934.27	\$0.00	\$22,934.27
Oct 2026	\$22,934.27	\$0.00	\$22,934.27
Oct 2027	\$22,934.27	\$0.00	\$22,934.27
Oct 2028	\$22,934.27	\$0.00	\$22,934.27
Total	\$114,715.00	\$0.00	\$114,715.00

Q-557034-45504.8115B

Page 2

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Mayor and Board of Aldermen

Quote Unbundled Price: \$145,600.00
Quote List Price: \$124,360.00
Quote Subtotal: \$114,715.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00010	BUNDLE - TASER 10 CERTIFICATION	25	60	\$95.40	\$81.24	\$74.81	\$112,215.00	\$0.00	\$112,215.00
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
Total							\$114,715.00	\$0.00	\$114,715.00

Delivery Schedule

Hardware

Item	Description	QTY	Shipping Location	Estimated Delivery Date
700390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	25	2	10/15/2024
100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	25	1	10/15/2024
100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	10/15/2024
100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	10/15/2024
100396	AXON TASER 10 - MAGAZINE - INERT RED	25	1	10/15/2024
100399	AXON TASER 10 - CARTRIDGE - LIVE	500	1	10/15/2024
100400	AXON TASER 10 - CARTRIDGE - HALT	150	1	10/15/2024
100401	AXON TASER 10 - CARTRIDGE - INERT	250	1	10/15/2024
100622	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	10/15/2024
20018	AXON TASER - BATTERY PACK - TACTICAL	25	1	10/15/2024
20018	AXON TASER - BATTERY PACK - TACTICAL	5	1	10/15/2024
70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/15/2024
71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/15/2024
74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	10/15/2024
80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	10/15/2024
80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 7.5 IN	1	1	10/15/2024
100399	AXON TASER 10 - CARTRIDGE - LIVE	80	1	10/15/2025
100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	10/15/2025
100399	AXON TASER 10 - CARTRIDGE - LIVE	70	1	10/15/2026
100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	10/15/2026
100399	AXON TASER 10 - CARTRIDGE - LIVE	80	1	10/15/2027
100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	10/15/2027
100399	AXON TASER 10 - CARTRIDGE - LIVE	70	1	10/15/2028
100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	10/15/2028

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Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	25	11/15/2024	11/14/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	25	11/15/2024	11/14/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/15/2024	11/14/2029

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	25
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	25	10/15/2025	11/14/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK 17/110	25	10/15/2025	11/14/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK 17/110	5	10/15/2025	11/14/2029
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY 17/110	1	10/15/2025	11/14/2029

Minutes of August 6, 2024
Mayor and Board of Aldermen

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	201 Alexander Rd	Long Beach	MS	39560-5443	USA
2	201 Alexander Rd	Long Beach	MS	39560-5443	USA

Payment Details

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Oct 2024						
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$2,500.00	\$0.00	\$2,500.00
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	25	\$20,477.92	\$0.00	\$20,477.92
Total				\$22,977.92	\$0.00	\$22,977.92

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Oct 2025						
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	25	\$22,934.27	\$0.00	\$22,934.27
Total				\$22,934.27	\$0.00	\$22,934.27

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Oct 2026						
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	25	\$22,934.27	\$0.00	\$22,934.27
Total				\$22,934.27	\$0.00	\$22,934.27

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Oct 2027						
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	25	\$22,934.27	\$0.00	\$22,934.27
Total				\$22,934.27	\$0.00	\$22,934.27

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Oct 2028						
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	25	\$22,934.27	\$0.00	\$22,934.27
Total				\$22,934.27	\$0.00	\$22,934.27

Minutes of August 6, 2024 Mayor and Board of Aldermen

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Minutes of August 6, 2024
Mayor and Board of Aldermen

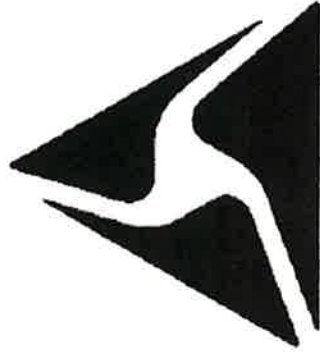
George St. Germain

Signature

8-7-24

Date Signed

7/31/2024



**Minutes of August 6, 2024
Mayor and Board of Aldermen**

There came on for discussion Kux Road Realignment & Dedication Offer, whereupon City Engineer David Ball provided the following:



overstreeteng.com
161 Lameuse St. Suite 203
Biloxi, MS 39530
228 967 7137

July 18, 2024

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

RE: Kux Rd. realignment & dedication offer

Ladies and Gentlemen:

As part of the improvements to Canal 1, Covington (engineers) designed a realignment of Kux Rd. During their design process, we provided to them the City's then-current design standards for construction of a City street (2" asphalt atop 8" compacted limestone base). We understand from Covington that those requirements were included in their plans and that the new alignment of Kux Rd. was constructed to meet those standards. In June 2024, we attended a "proof roll" of the newly constructed limestone road base section of Kux Rd., and found no areas of concern. Besides that on-site visit, Overstreet has not performed any inspection of any of the Canal 1 improvements project or of the construction of the realigned portion of Kux Rd.

Approximately the first 800 linear feet of Kux Rd. appears to be within the Long Beach city limits with the remainder of the road being within Harrison County. We've attached a portion of the City limits map which can hopefully make this clear.

Sincerely,

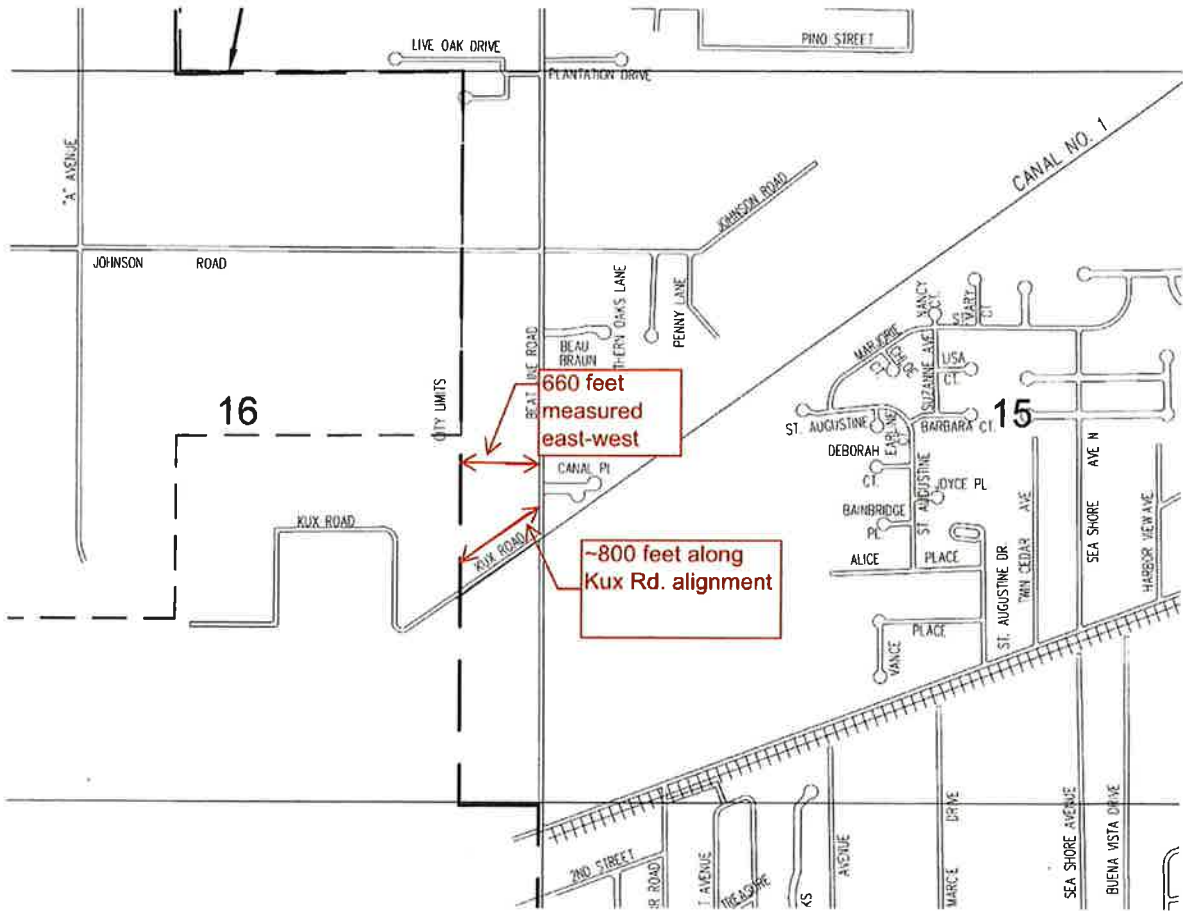
David Ball, P.E.

DB:539

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<https://overstreetengms.sharepoint.com/sites/AllTeam/Shared Documents/docs/0539/Kux Rd. realignment and dedication.docx> Page 1 of 1

Minutes of August 6, 2024
Mayor and Board of Aldermen



After continued discussion, Alderman McGoey made motion seconded by Alderman Brown and unanimously carried to accept the 800 ft of Kux Road located within the city limits.

**Minutes of August 6, 2024
Mayor and Board of Aldermen**

There came on for discussion 123 W. 3rd Street Drainage, whereupon City Engineer David Ball provided the following:



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

July 30, 2024

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

RE: 123 W. 3rd St. Drainage

Ladies and Gentlemen:

After several meetings on-site with Public Works, the Mayor, and the owners of the referenced property, we have worked with Public Works to develop what appears to be the most reasonable method to redirect existing drainage which encumbers the referenced property. An exhibit showing the possible drainage reroute is indicated on the attached exhibit. Our estimate of the construction cost for this work is nearly \$123,000 which does include a 10% contingency. If desired by the City, survey, engineering, bidding, and inspection costs would be in addition to that total estimated amount. Also, we believe an easement from the owners of 127 W. 3rd St. (the source of the drainage encumbrance) will be required if the City is to perform the work.

If this is acceptable, we can begin working to create a set of bid documents to obtain competitive pricing for the work. We are ready to answer questions you may have about this information.

Sincerely,

David Ball, P.E.

DB:539
Attachment

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O:\0539\20240730 123 W. 3rd St. drainage update.docx

Page 1 of 1

Minutes of August 6, 2024
Mayor and Board of Aldermen



After continued discussion, Alderman Bennett made motion seconded by Alderman McGoey and unanimously carried to direct the Building Official, Public Works Director, and City Engineer to speak to the neighboring property owners and research alternative solutions.

**Minutes of August 6, 2024
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman Bennett and unanimously carried to approve the following Close Out Package for 2022 Sanitary Sewer Rehabilitation Project and authorize the Mayor to execute Change Order #1 contained therein:



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

July 30, 2024

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

**RE: Final Project Closeout & Recommendation
2022 Sanitary Sewer Rehabilitation Project**

Ladies and Gentlemen:

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

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

The final change order does represent a slight decrease in the total project cost, much of which is due to minor changes made during construction. Overall, we believe this project was a success. If you have any questions, please advise.

Sincerely,

David Ball, P.E.

TY:db1219
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

O:\1219 - LB 2022 Sewer Rehabilitation\CONSTRUCTION\20240730 Recommend Project Closeout.docx Page 1/1

Minutes of August 6, 2024 Mayor and Board of Aldermen

Change Order
No. 1 Summary

Date of Issuance: 6/25/2024 Effective Date: 7/9/2024

Project:	Owner: <u>City of Long Beach</u>	Owner's Contract No.:	
Contract:	<u>2022 Sewer Rehabilitation</u>	Date of Contract:	<u>9/20/2022</u>
Contractor:	<u>Suncoast Infrastructure, Inc.</u>	Engineer's Project No.:	<u>1219</u>

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

Description:

1. Adjust quantities to conform to final field conditions.
2. Addition of 372 calendar days to contract time, in recognition of events outside of the Contractor's control which caused delays in material supply and in performance of the work as well as the addition of work outside of the original scope.

Attachments: (List documents supporting change):

1. Contractor's request

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$464,970.00

(Decrease) in Contract Price from previous Change Orders No. n/a to No. n/a
\$0.00

Contract Price prior to this Change Order: \$464,970.00

(Decrease) in Contract Price due to this Change Order: (\$25,522.00)

Revised Contract Price incorporating this Change Order: \$439,448.00

CHANGE IN CONTRACT TIMES:

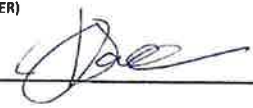
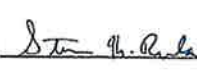

Original Contract Times: Working Days 90 Calendar days
 Substantial completion (days or date): 1/28/2023
 Ready for final payment (days or date): _____

Change in Contract Time from previous Change Orders No. n/a to No. n/a
 Substantial completion (days or date): _____
 Ready for final payment (days or date): _____

Contract Times prior to this Change Order:
 Substantial completion (days or date): 1/28/2023
 Ready for final payment (days or date): _____

(Increase) in Contract Time due to this Change Order:
 Substantial completion (days or date): 372
 Ready for final payment (days or date): _____

Contract Times Incorporating this Change Order:
 Substantial completion (days or date): 2/4/2024
 Ready for final payment (days or date): _____

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By: 	By: 	By: 
Date: <u>7-30-2024</u>	Date: <u>6/27/24</u>	Date: <u>8-7-24</u>

Minutes of August 6, 2024
Mayor and Board of Aldermen

ATTACHMENT TO CHANGE ORDER NUMBER 1 Summary PROJECT NO. 1219

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
BASE BID								
1-A	MOBILIZATION	1 LS	\$45,000.00	\$45,000.00		\$0.00	1	\$45,000.00
3-A	CURED-IN-PLACE PIPE - 8" SEWER MAIN	8,000 LF	\$8.00	\$64,000.00	1288	\$48,548.00	9,288	\$112,548.00
3-B	MISCELLANEOUS SITE WORK	1 LS	\$5,000.00	\$5,000.00		\$0.00	1	\$5,000.00
3.1-A	TESTING OF LATERAL CONNECTIONS IN MAINLINE SEWERS	85 EA	\$25.00	\$2,125.00	(85)	(\$2,125.00)	0	\$0.00
3.1-B	PACKER INJECTION GROUTING OF LATERAL CONNECTIONS	85 EA	\$5.00	\$425.00	(85)	(\$425.00)	0	\$0.00
3.1-C	CHEMICAL GROUT	280 GAL	\$3.920.00	\$1,117.60	(280)	(\$1,117.60)	0	\$0.00
4-A	POINT REPAIR - TYPE A	5 EA	\$2,000.00	\$10,000.00		\$0.00	5	\$10,000.00
4-B.1	POINT REPAIR - TYPE B (6.4.1 - 6.4.7)	1 LS	\$6,000.00	\$6,000.00		\$0.00	1	\$6,000.00
4-B.2	POINT REPAIR - TYPE B (6.4.1 - 6.4.14 #1)	1 LS	\$3,500.00	\$3,500.00		\$0.00	1	\$3,500.00
4-B.3	POINT REPAIR - TYPE B (6.4.1 - 6.4.14 #2)	1 LS	\$6,000.00	\$6,000.00		\$0.00	1	\$6,000.00
4-B.4	POINT REPAIR - TYPE B (6.4.2 - 6.4.3)	1 LS	\$3,500.00	\$3,500.00		\$0.00	1	\$3,500.00
5-A	MAINTENANCE OF TRAFFIC	1 LS	\$7,500.00	\$7,500.00		\$0.00	1	\$7,500.00
TOTAL CHANGE ORDER AMOUNTS				\$464,970.00		(\$3,521.00)		\$461,449.00

EMDC No. C-241 (2022 Edition)
Prepared by the Engineer's Joint Contract Documents Committee and endorsed by the
Associated General Contractors of America and the Construction Specifications Institute.

Minutes of August 6, 2024 Mayor and Board of Aldermen

APPLICATION FOR PAYMENT NO. 2 Final

TO: City of Long Beach (OWNER)
 Contract for: 2022 Sewer Rehabilitation Dated: 9/20/2022

OWNER'S Project No.: _____ ENGINEER'S Project No.: 1219

For work accomplished through the date of: 3/31/2024

CURRENT CONTRACT AMOUNT: \$439,448.00

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$439,448.00
STORED MATERIALS					\$0.00
TOTAL			\$439,448.00		\$439,448.00
(Orig. Contract)			\$464,970.00		
CO1 Summary			(\$25,522.00)		

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 439,448.00
	LESS 0% RETAINAGE	\$
	AMOUNT DUE TO DATE	\$ 439,448.00
	LESS PREVIOUS PAYMENTS	\$ 417,475.60
	AMOUNT DUE THIS APPLICATION	\$ 21,972.40

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

Suncoast Infrastructure, Inc.
 1858 Highway 49 South
 Florence, MS 39073-0879
 Vendor # 5915

 CONTRACTOR

Dated: June 27, 2024

By: *Sam H. Rula*

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

Overstreet & Associates, PLLC
 ENGINEER

Dated: 7-30, 2024

By: *[Signature]*

Minutes of August 6, 2024 Mayor and Board of Aldermen

PROJECT NO. 1219

2 Final

ATTACHMENT TO PAY ESTIMATE NO.

ITEM NO.	DESCRIPTION	CURRENT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	EXTENSION TO DATE	QUANTITY TO DATE	
BASE BID											
1-A	POBILIZATION	1	LS	\$45,000.00	100.00%	\$45,000.00	50.00	50.00	\$45,000.00	100%	
1-A	CURED-IN-PLACE PIPE - 8" SEWER MAIN	3,288	LF	\$352,948.00	79.88	\$1,322,948.00	50.00	\$17,110,568.00	\$1,340,058.00	97.88	
2-B	MISCELLANEOUS SITE WORK	1	LS	\$5,000.00	100%	\$5,000.00	50.00	50.00	\$5,000.00	100%	
3-1-A	TESTING OF LATERAL CONNECTIONS IN MANHOLE SERVICES	0	EA	\$25.00	0	\$0.00	50.00	50.00	\$1,250.00	0	
3-1-B	PACER INJECTION GROUTING OF LATERAL CONNECTIONS	0	EA	\$5.00	0	\$0.00	50.00	50.00	\$250.00	0	
3-1-C	CHEMICAL GROUT	0	GALE	\$4.00	0	\$0.00	50.00	50.00	\$200.00	0	
4-A	POINT REPAIR - TYPE A	5	EA	\$20,000.00	\$	\$10,000.00	50.00	50.00	\$10,000.00	5	
4-B.1	POINT REPAIR - TYPE B (6.4.1 - 6.4.7)	1	LS	\$6,000.00	100%	\$6,000.00	50.00	50.00	\$6,000.00	100%	
4-B.2	POINT REPAIR - TYPE B (6.4.1 - 6.4.14 #1)	1	LS	\$3,500.00	100%	\$3,500.00	50.00	50.00	\$3,500.00	100%	
4-B.3	POINT REPAIR - TYPE B (6.4.1 - 6.4.14 #2)	1	LS	\$6,000.00	100%	\$6,000.00	50.00	50.00	\$6,000.00	100%	
4-B.4	POINT REPAIR - TYPE B (6.4.2 - 6.4.3)	1	LS	\$3,500.00	100%	\$3,500.00	50.00	50.00	\$3,500.00	100%	
5-A	MAINTENANCE OF TRAFFIC	1	LS	\$7,500.00	100%	\$7,500.00	50.00	50.00	\$7,500.00	100%	
TOTAL BASE BID				\$433,448.00		\$433,448.00		\$0.00		\$433,448.00	

**Minutes of August 6, 2024
Mayor and Board of Aldermen**



Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> 2022 Sewer Rehabilitation, Long Beach, MS	ARCHITECT'S PROJECT NUMBER: OA Project No. 1219 OWNER <input type="checkbox"/>
	CONTRACT FOR: General Construction ARCHITECT <input type="checkbox"/>
	CONTRACTOR <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Long Beach (City of) MS 404 Kohler Ave. Long Beach, MS 39560	CONTRACT DATED: September 22, 2022 SURETY <input type="checkbox"/>
	OTHER <input type="checkbox"/>

STATE OF: Mississippi
COUNTY OF: Rankin

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS: None.

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate Attachment Yes No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

Suncoast Infrastructure, INC.
P.O. Box 397
Florence, MS 39073

BY: 
(Signature of authorized representative)
Daniel Harris, Senior Project Manager
(Printed name and title)

Subscribed and sworn to before me on this date:

July 9, 2024

Notary Public: 

Amy L. Whiteley

My Commission Expires:

January 12, 2027



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. All original assures that changes will not be obscured.

AIA Document G706™ - 1994. Copyright © 1979 and 1994 by The American Institute of Architects. All rights reserved. WAIVED AND 2/2027 Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this Document or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, please mail The American Institute of Architects' legal counsel, copyright@aia.org.

Minutes of August 6, 2024
Mayor and Board of Aldermen

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

TO: (Owner)

City of Long Beach

ENGINEER'S PROJECT
NO.

#1219

CONTRACT FOR:

Entire Project

CONTRACT DATE:

September 22, 2022

PROJECT:

2022 Sewer Rehabilitation

State of: Mississippi

County of: Rankin

The undersigned, pursuant to Article 14 of the General Conditions, hereby certifies that, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might be held responsible.

CONTRACTOR:

Suncoast Infrastructure, INC.
P.O. Box 397
Florence, MS 39073

BY: *[Signature]*

Subscribed and sworn to before me this July day of 29, 2024.

Notary Public *[Signature]*

My Commission Expires: January 12, 2027



**Minutes of August 6, 2024
Mayor and Board of Aldermen**



Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> 2022 Sewer Rehabilitation, Long Beach, MS	ARCHITECT'S PROJECT NUMBER: OA Project No. 1219 OWNER <input type="checkbox"/>
	CONTRACT FOR: General Construction ARCHITECT <input type="checkbox"/>
	CONTRACTOR <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> Long Beach (City of) MS 404 Kohler Ave. Long Beach, MS 39560	CONTRACT DATED: September 22, 2022 SURETY <input type="checkbox"/>
	OTHER <input type="checkbox"/>

STATE OF: Mississippi
COUNTY OF: Rankin

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: Application No. 2 Final in the amount of \$21,972.40

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

Suncoast Infrastructure, INC.
P.O. Box 397
Florence, MS 39073

BY: 
(Signature of authorized representative)

Daniel Harris, Senior Project Manager
(Printed name and title)

Subscribed and sworn to before me on this date:

July 9, 2024

Notary Public

Amy L. Whiteley

My Commission Expires:


January 12, 2027



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original copy of this document should be retained by the party who signs it. Changes will not be obscured.

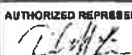
AIA Document G706A™ - 1994. Copyright © 1970 and 1994 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, in whole or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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	CERTIFICATE OF LIABILITY INSURANCE	HEMPCON366	DJACOBS
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.		DATE (MM/DD/YYYY) 2/2/2024	
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 Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT: Donise Jacobs, CAWC PHONE (A/C, No, Ext): (601) 960-7445 FAX (A/C, No): (601) 208-8465 EMAIL: DJacobs@fbbins.com ADDRESS:		
INSURED Suncoast Infrastructure, Inc. P.O. Box 387 Florence, MS 39073	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Zurich American Insurance Company 16536 INSURER B: Travelers Property Casualty Company of America 28874 INSURER C: Aspen American Insurance Co. 43460 INSURER D: INSURER E: INSURER F:		

INSTR	LTA	TYPE OF INSURANCE	ADDSUBR	INSD	VOVD	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:	X	X		GLO015151405	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X		BAP015151508	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	X	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X		CUP8S59631224NF	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A	WC015151305	2/1/2024	2/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
C		Excess				CX00FD224	2/1/2024	2/1/2025	15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: 522122 - 2022 Sewer Rehabilitation, Long Beach, MS
 City of Long Beach and Oversireet & Associates are included as additional insureds when required by written contract.

CERTIFICATE HOLDER City of Long Beach PO BOX 928 Long Beach, MS 39560	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Minutes of August 6, 2024
Mayor and Board of Aldermen

AGENCY CUSTOMER ID: HEMPCON366

DJACOBS

LOC #: 1



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Fisher Brown Bottrell Insurance, Inc.		NAMED INSURED Suncoast Infrastructure, Inc. P.O. Box 397 Florence, MS 39073	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS
 THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Certificate Wording
 The General Liability, Automobile Liability & Umbrella Liability policies contain blanket additional insured wording on a primary/non-contributory basis when required by written contract. General Liability includes ongoing and completed operations for additional insureds when required by written contract. General Liability, Automobile Liability, Workers Compensation & Umbrella Liability policies contain blanket waiver of subrogation wording when required by written contract. Blanket 30 day notice of cancellation to certificate holders in regards to General Liability, Auto Liability and Workers Compensation when required by written contract. Richard Rula and Stephen Rula are excluded from Workers Compensation coverage. All coverage is subject to policy terms, conditions and exclusions.

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CONSENT OF SURETY COMPANY TO FINAL PAYMENT

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

AIA DOCUMENT G707 FEDERAL INSURANCE COMPANY BOND NO. K41584221

PROJECT: 2022 Sewer Rehabilitation

TO (Owner)
City of Long Beach
P O Box 929
Long Beach MS 39560

ARCHITECT'S PROJECT NO.:
CONTRACT FOR: SAME AS ABOVE
CONTRACT DATE: September 8, 2022

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

Federal Insurance Company
P O Box 1650
Whitehouse Station NJ 08889-1650

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Suncoast Infrastructure, Inc.
P O Box 397
Florence MS 39073

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

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

, OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 9 day of July, 2024.

FEDERAL INSURANCE COMPANY
Surety Company

Mary Anne Goodin

Signature of Authorized Representative

Mary Anne Goodin
Title: Attorney In Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G705, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

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ONE PAGE

FORM 15-10-87 (ED. 4-77)

Minutes of August 6, 2024 Mayor and Board of Aldermen

CHUBB

Power of Attorney

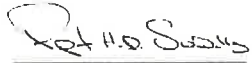
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi**-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surely thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 9th day of April 2024.


Rupert HD Swindells, Assistant Secretary


Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS

On this 9th day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Centurus
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment")

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

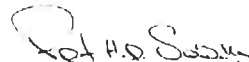
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 9, 2024




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (909) 903-3493 Fax (909) 903-3656 e-mail: surety@chubb.com

Minutes of August 6, 2024
Mayor and Board of Aldermen

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT 2022 Sanitary Sewer Rehabilitation
DATE OF ISSUANCE May 7, 2024
OWNER City of Long Beach
OWNER'S Contract No.
CONTRACTOR Suncoast Infrastructure, Inc. ENGINEER Overstreet & Associates, PLLC.

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

Entire Project

TO City of Long Beach
OWNER
And To Suncoast Infrastructure, Inc.
CONTRACTOR

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

February 5, 2024
DATE OF SUBSTANTIAL COMPLETION

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

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

Minutes of August 6, 2024
Mayor and Board of Aldermen

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

RESPONSIBILITIES:

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

CONTRACTOR: One-year warranty.

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

Punchlist

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

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

Executed by ENGINEER on July 30, 2024
Overstreet & Associates, PLLC.
ENGINEER
By: [Signature]
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on June 27, 2024
Suncoast Infrastructure, Inc.
CONTRACTOR
By: [Signature]

OWNER accepts this Certificate of Substantial Completion on July 30, 2024
City of Long Beach
OWNER
By: [Signature]
(Authorized Signature)

**Minutes of August 6, 2024
Mayor and Board of Aldermen**

2022 Sanitary Sewer Rehabilitation Project

PUNCHLIST

May 02, 2024

- Resolve the resin issue throughout the line segment of 5.19.40 to 5.19.2.

**Minutes of August 6, 2024
Mayor and Board of Aldermen**

There came on for discussion N. Island View Paving Options, whereupon City Engineer David Ball provided the following:



overstreeteng.com
161 Lameuse St., Suite 203
Biloxi, MS 39530
228 967.7137

August 1, 2024

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

RE: N. Island View Ave. Paving Options

Ladies and Gentlemen:

At a previous meeting, the Board requested that we present two options for paving North Island View Ave. The first option is paving from the northernmost end of North Island View Ave to the north side of Joan Street (approximately 550 LF). The second option is paving from the northernmost end of North Island View to the tie-in spot where the last paving job ended on N Island View Ave (approximately 1,170 LF). Both options are indicated in the attached exhibit. Our estimate for Option No. 1 is nearly \$21,000 and our estimate for Option No. 2 is nearly \$49,000. Both of these estimates are using figures from the City's current asphalt term bid.

Please advise and we can move forward with implementing this additional work using the City's asphalt term bid. We are ready to answer questions you may have about this information.

Sincerely,



David Ball, P.E.

TY:db539
Attachment

Biloxi | Long Beach | Pascagoula | Daphne

Minutes of August 6, 2024
Mayor and Board of Aldermen



After further discussion, Alderman Brown made motion seconded by Alderman Bennett and unanimously carried to select paving option 2 for \$49,000.

Minutes of August 6, 2024
Mayor and Board of Aldermen

Alderman McGoey made motion seconded by Alderman Brown and unanimously carried to approve the following fee increase to create easement documents for Critical Drainage Projects:



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

July 30, 2024

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

**RE: Easement Acquisition
Critical Drainage Projects (ARPA/MCWI) – Magnolia/Dearman**

Ladies and Gentlemen:

As design has progressed, it has become apparent that the City will need to acquire four (4) easements from the impacted properties for this project to be constructed. In order to accomplish that, a surveyor will be needed to create the legal descriptions and stake out the easement areas. We have communicated with each of the impacted property owners and each has signified their willingness to execute the easement document granting the City the rights for installation and maintenance of the proposed drainage improvements.

If this is acceptable, we request a total additional fee of \$9,000 to cover Overstreet's costs to hire the surveyor to create the four easement documents, and our work to coordinate with the surveyor and the property owners to obtain the fully executed documents. If this is not acceptable to the City, we will need additional direction on how to complete the project as intended.

If you have any questions, please advise.

Sincerely,

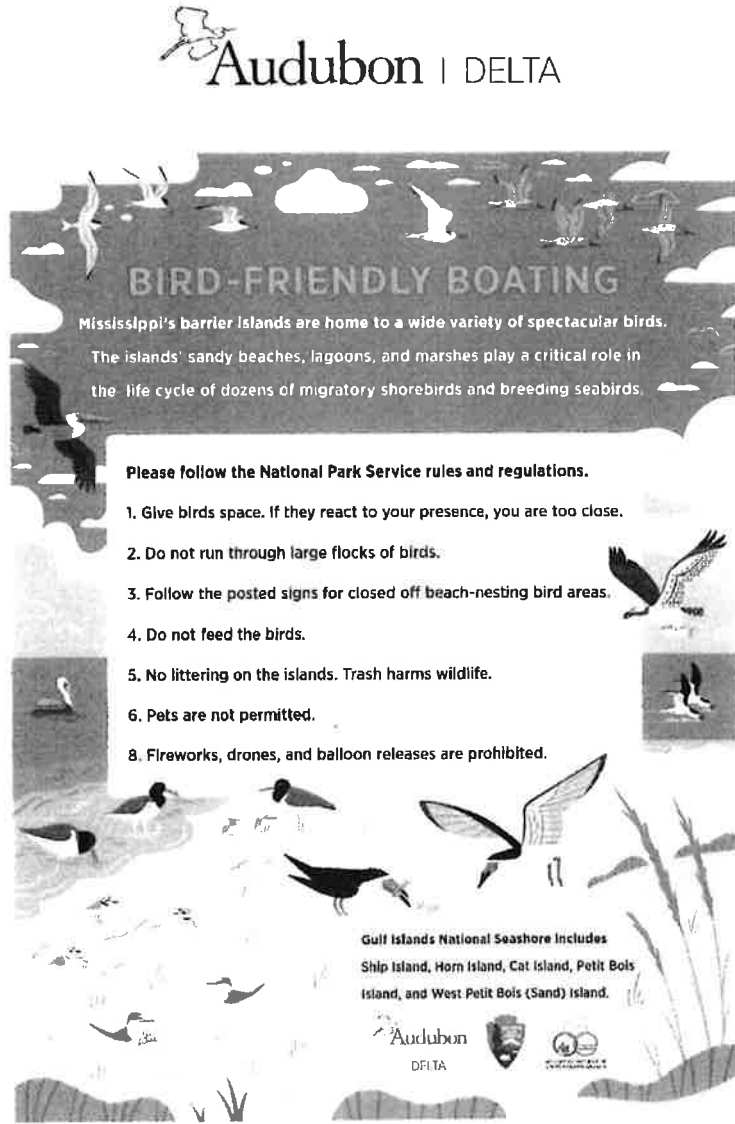
David Ball, P.E.

DB:1321

Biloxi | Long Beach | Pascagoula | Daphne

**Minutes of August 6, 2024
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman Bennett and unanimously carried to authorize installation of the following sign in the harbor:



5107 Arthur Street, Moss Point, MS 39563

Alderman Bennett made motion seconded by Alderman McGoey and unanimously carried to remove 316 4th Street from the agenda, as it had already been addressed by the Building Department Zoning Officer.

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

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

Minutes of August 6, 2024
Mayor and Board of Aldermen

* *

The Meeting resumed in Open Session, and based on information received in Executive Session, Alderman Brown made motion seconded by Alderman McGoey and unanimously carried to direct Overstreet & Associates to survey the property abutting the Quarles House and City Attorney Simpson to draft a lease of same.

* *

Alderman Bennett made motion seconded by Alderman Brown and unanimously carried to direct City Attorney Simpson to draft a Tidelands lease with the Secretary of State to include the property for the Gateway project.

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

APPROVED:

Alderman Donald Frazer, At-Large

Alderman Patrick Bennett, Ward 1

Alderman Bernie Parker, Ward 2

Alderman Angie Johnson, Ward 3

Alderman Timothy McCaffrey, Jr., Ward 4

Alderman Mike Brown, Ward 5

Alderman Pete L. McGoey, Ward 6

Date

ATTEST:

Kini Gonsoulin, Deputy City Clerk