

**Minutes of February 21, 2023  
Mayor and Board of Aldermen**

MUNICIPAL DOCKET  
REGULAR MEETING OF FEBRUARY 21, 2023  
THE MAYOR AND BOARD OF ALDERMEN  
THE CITY OF LONG BEACH, MISSISSIPPI  
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.  
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- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. ROLL CALL AND ESTABLISH QUORUM
- IV. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS
- V. AMENDMENTS TO THE MUNICIPAL DOCKET
- VI. APPROVE MINUTES:
  - 1. MAYOR AND BOARD OF ALDERMEN
    - a. February 9, 2023, Recessed
    - b. February 9, 2023, Executive Session
    - c. February 16, 2023, Work Session
  - 2. PLANNING & DEVELOPMENT COMMISSION
    - a. February 9, 2023 Regular
- VII. APPROVE DOCKET OF CLAIMS NUMBER(S):
  - 1. 022123
- VIII. UNFINISHED BUSINESS
  - 1. Beatline Parkway Environmental Study Phase One
  - 2. Future Paving Projects
  - 3. Magnolia Run Subdivision – Offsite Drainage Analysis
- IX. NEW BUSINESS
  - 1. Lease & Service Agreement – Save Haven Baby Boxes, Inc.
  - 2. Easement Agreement – First Baptist Church Long Beach
  - 3. Easement Agreement – Starita Properties 1, LLC
  - 4. Proposed Plans for Carwash Property at Klondyke & Commission; Buddy Ray, Brad Ray, Wayne O’Neal
  - 5. Contract Addendum – Synergetics; Library Technology Upgrade
  - 6. Follow Up of Tree on 4<sup>th</sup> St. & Jeff Davis – Deborah Caldwell
  - 7. Subdivision Ordinance
  - 8. Food Truck Ordinance
  - 9. Noise Ordinance
  - 10. Introduction – Louis Elias
- X. DEPARTMENTAL BUSINESS
  - 1. MAYOR’S OFFICE
  - 2. PERSONNEL
    - a. Building Office – Step Increase (1)
    - b. Police Dept – Part-time New Hire (1)
  - 3. CITY CLERK
    - a. Revenue/Expense Report January 2023
  - 4. FIRE DEPARTMENT
  - 5. POLICE DEPARTMENT
    - a. Request to Advertise – Patrol Vehicle Bid
  - 6. ENGINEERING
    - a. Award – Trautman Basin Wastewater Imp; DNA Underground, LLC
    - b. Project Close Out – City Hall HVAC; KBM Solutions, LLC
  - 7. PUBLIC WORKS
  - 8. RECREATION
  - 9. BUILDING OFFICE
  - 10. HARBOR
  - 11. DERELICT PROPERTIES
    - a. Assess Cleaning Fees 18132 Allen Road; Buddist Association
    - b. Re-Clean 106 Lang Avenue; Celestial International Holdings LLC
    - c. Re-Clean 106 N Lang Avenue; Lloyd S. Bullard, Jr.
    - d. Re-Clean 0 Lang Avenue; William Stanley & Paula Ross
    - e. Re-Clean 0 Lang Avenue; Mark Burns
    - f. Clarification – 100 LaRosa Road; Sheila Ladner
    - g. Clarification – 307 W Old Pass Road; Roy & Gwen Tootle; Curtis Nissen
- XI. REPORT FROM CITY ATTORNEY
- XII. ADJOURN (OR) RECESS

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Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in February, 2023, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

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

Absent the meeting was Alderman Angie Johnson.

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

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

- February 9, 2023 Recessed
- February 9, 2023 Executive Session
- February 16, 2023 Work Session

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Alderman Brown made motion seconded by Alderman Frazer to approve the Regular minutes of the Planning & Development Commission dated February 9, 2023, as submitted and after discussion, Alderman Frazer offered a substitute motion seconded by Alderman McGoey and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated February 9, 2023, as submitted, with the exception of tabling item #1. Variance – 0 Park Row submitted by Mary S. Levens.

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Alderman McGoey made motion seconded by Alderman Brown and unanimously carried to approve payment of invoices listed in Docket of Claims number 022123.

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Mayor Bass removed Beatline Parkway Environmental Study Phase I from the agenda.

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There came on for discussion Future Paving Projects, whereupon City Engineer David Ball provided the followings:

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



630 Delmas Ave., Suite B  
Pascagoula, MS 39567  
228-967-7137

February 17, 2023

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

**RE: 2023 Paving Plan**

Ladies and Gentlemen:

At a previous meeting, the City asked us to begin planning for road maintenance and improvements projects to be funded with internet sales tax proceeds. To that end, we have used the Road Maintenance Planning tool provided to the City by SMPDD to select roads based on their Road Surface Rating (RSR). Lower RSR values indicate asphalt that is older and near the end of its useful life meaning "REPAIR" is likely needed, while higher RSR ratings indicate newer asphalt which might require only "MAINTENANCE" which can extend the lifespan of the asphalt.

A list of roads proposed for treatment can be prepared if the City selects a budget; however, at this point it seemed more beneficial to offer a glimpse into the expected treatment ("REPAIR" or "MAINTENANCE") options depending on the budget the City may select. The table below hopefully illustrates how the planning tool selects the treatment options based on a variety of factors, including the RSR, the cost-benefit ratio for each road, the available budget, etc.:

Asphalt Treatment		Possible City Budget		
		\$500,000	\$1,000,000	\$1,500,000
REPAIR	OVERLAY	\$282,000	\$502,300	\$691,300
REPAIR	PATCHING	\$133,500	\$248,900	\$336,200
N/A	STRIPING	\$1,100	\$26,100	\$42,800
MAINTENANCE	MICRO-SURFACING	\$39,300	\$92,900	\$133,200
MAINTENANCE	SCRUB SEAL	\$17,900	\$44,700	\$62,600
MAINTENANCE	CRACK SEAL	\$11,900	\$41,700	\$95,100
	FOG SEAL		\$25,600	\$120,800
REPAIR/MAINTENANCE RATIO		601%	419%	353%

The final row in the table is a calculation showing how the City's paving funds would be spent, whether on "REPAIR" or "MAINTENANCE". For instance, under a budget of \$500,000, the City would spend nearly \$6 to \$1 on "REPAIR" (the worst condition roads) compared to "MAINTENANCE" (those roads that are in better condition, while using a budget of \$1.5M will move that ratio to nearly \$3.5 to \$1. A "MAINTENANCE" treatment should be viewed almost as an investment, or an extension of the lifespan of the existing road, while a "REPAIR" treatment is a cost necessary because the road has already outlived its "useful life". Both asphalt treatment methods are important, and the budgets we selected include funds for both methods. Obviously, the "REPAIR/MAINTENANCE RATIO" line indicates that our current recommendation would be to spend more on "REPAIR" than on "MAINTENANCE". In the future as the City's roads improve due to these treatments ("REPAIR" or "MAINTENANCE"), those ratios will change.

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Once an official budget is selected by the City, we can move forward to finalize the road selections and a procurement process. The City has a term-bid available for use for all "REPAIR" treatment options. However, through an interlocal agreement, we could partner with Harrison County to perform "REPAIR" or "MAINTENANCE" options. In the past, having the City's own contractor has proven useful, so we should consider using the City's own term-bid for "REPAIR", but we are unlikely to get reasonable or competitive pricing for our "MAINTENANCE" treatments due to the very low quantities of work. At this time, we would recommend that any "MAINTENANCE" treatments be performed under an interlocal agreement with the County using their term bids.

Sincerely,



David Ball, P.E.

DB:539  
Attachment

After continued discussion, and based on calculations provided by Comptroller Kini Gonsoulin, Alderman Brown made motion seconded by Alderman Bennett and unanimously carried to set a budget of \$1,493,132 for paving projects and direct City Attorney Steve Simpson to draft a resolution requesting Harrison County's participation with paving project.

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It was the consensus of the Board to table Magnolia Run Subdivision – Offsite Drainage Analysis due to the upcoming meeting with the developer.

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Alderman Frazer made motion seconded by Alderman Brown to approve the following Lease and Service Agreement with Save Haven Baby Boxes, Inc.:

**LEASE AND SERVICE AGREEMENT**

THIS LEASE AND SERVICE AGREEMENT ("Agreement") is made and entered into effective this 21<sup>st</sup> day of February, 2023, by and between Safe Haven Baby Boxes, Inc., an Indiana nonprofit corporation ("SHBB") and Long Beach, Mississippi ("Provider").

**RECITALS**

**WHEREAS**, SHBB is a nonprofit educational organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices ("Safety Device"), and awareness related to preventing child abandonment;

**WHEREAS**, Provider desires to install a Safety Device on Provider's premises and SHBB wishes to lease a Safety Device to Provider at Provider's premises as defined herein;

**WHEREAS**, Mississippi Code ANN. §§ 43-15-201 -- 43-15-209, the Baby Drop off Law, provides certain protections by way of limited immunity for safe haven sites and their staff;

**WHEREAS**, Provider desires to lease a Safety Device from SHBB and have it installed on Provider's premises (the "Premises");

**WHEREAS**, SHBB is agreeable to placing a Safety Device on the Provider's premises and undertaking certain services in relation thereto;

**WHEREAS**, Provider has consulted its legal, financial, and insurance related advisors and has confirmed that its location and operation is acceptable under the laws and regulations of its jurisdiction for the placement of a Safety Device.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals which are incorporated by reference and made a part of this Agreement, the mutual terms and promises contained herein and for other good and valuable consideration, the parties agree as follows:

**Section 1. Installation.** SHBB shall provide to Provider one (1) Safety Device for installation by Provider on the Premises of Provider. Delivery of the Safety Device shall be the expense of the Provider. SHBB has the option at any time to oversee the installation of the Safety Device and advise as to installation on the appropriate placement to maximize awareness and implementation of its educational objectives as set forth in this Agreement and on the operation of and protocols for the Safety Device. SHBB and Provider agree to cooperate with respect to the appropriate third-party contractors for the placement of the Safety Device and to ensure that such third-party has the appropriate skill and knowledge for constructing improvements to Provider's facility. Provider is to pay for all installation costs and expenses for labor and/or materials. Provider is responsible for compliance with all applicable federal, state, and municipal or local laws, rules, and regulations, and all laws, rules, and regulations pertaining to permitting

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requirements for the installation of the Safety Device. Provider further agrees to abide by the policies and procedures for installation, operation, and maintenance of the Safety Device as outlined in Exhibit "A" (the "Policies and Procedures") of this Agreement, which is hereby incorporated herein and made a substantive part of this Agreement by reference.

**Section 2. Services by SHBB.** SHBB shall provide annual services related to the performance of this Agreement. Such services shall include:

- A. Providing educational materials to Provider and policies and procedures relating to the maintenance of the Safety Device to Provider;
- B. Operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto;
- C. Educating emergency services personnel related to use of the Safety Device;
- D. Providing educational information to the general public regarding the location and awareness of the Safety Device at the Provider's facility as well as other educational resources related to child welfare advocacy and safe haven law awareness;
- E. Provide at minimum an annual inspection and perform maintenance on the Safety Device; and;
- F. Exclusively repair or replace parts if/when the Safety Device is malfunctioning at expense of Provider as set forth under Section 4 of this Agreement and as otherwise provided in this Agreement (collectively Subsections A-F hereinafter referred to as the "Services").

**Section 3. Lease and Service Term.** The term of this Agreement shall be for five (5) years ("Term") and shall renew for successive five (5) year terms upon the mutual agreement of the parties to the terms, fees, and conditions, unless terminated in accordance with the terms of this Agreement or as otherwise agreed to by the Parties.

**Section 4. Consideration.** In consideration for leasing the Safety Device and providing the Services described under Sections 1 and 2 above, Provider agrees to pay SHBB an initial fee of Eleven Thousand and 00/100 Dollars (\$11,000.00), unless otherwise agreed to by the parties under Section 3 of this Agreement. Provider shall pay a renewal fee of Five Hundred and 00/100 Dollars (\$500.00) for each successive Term under this agreement, due within thirty (30) days of the start of each successive Term. Additionally, Provider shall pay an annual fee of Three Hundred and 00/100 Dollars (\$300.00) and other associated expenses as determined from time to time by SHBB on January 1 of every year that this Agreement is in force. The foregoing fees and expenses include, but are not limited to, the services and expenses listed in the Services, Fees, and Expenses Schedule attached hereto as Exhibit "B" which is hereby incorporated herein made a substantive part of this Agreement by reference.

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**Section 5. Obligations of Provider.** In addition to any and all other obligations of the Provider set forth herein, Provider shall:

- A. Follow all policies and procedures governing the use of the Safety Device as provided by SHBB, which may change from time to time. SHBB shall provide at least thirty (30) days prior written notice to Provider for any changes or additions to its policies and/or procedures. Provider shall have thirty (30) days to review any changes to the policies and/or procedures relating to this Agreement and to notify SHBB if Provider accepts such updated/new policies/procedures. If Provider does not tender written Notice to SHBB that it does not agree to the new changes within thirty (30) days of receipt of same, then Provider agrees to said changes and any such changes shall become a substantive part of this Agreement. Provider and SHBB agree to negotiate any rejected changes or additions to the extent possible. Any revised changes or additions to the policies and/or procedures must comply with the then current laws of the State of Mississippi. For any rejected changes/additions to the policies and/or procedures arising herein or relating to this Agreement that cannot be negotiated/agreed to after a good faith attempt to do so, the pre-existing version shall remain in effect or this Agreement may be terminated. Such policies and procedures are included as Exhibit A to this Agreement and, by way of Provider's signature hereto, shall evidence Provider's acknowledgment and receipt of the Policies and Procedures.
- B. Provider agrees to comply with Mississippi and Federal law pertaining to the operation, maintenance, installation, and removal of the Safety Device.
- C. Provider agrees to maintain the Safety Device in good working order, the costs of which are to be borne by Provider.
- D. Provider agrees to not change, add to, subtract from, alter, rebrand, or otherwise modify the Safety Device and accompanying signage as set forth in Exhibit A in any manner whatsoever without the prior written approval of SHBB.
- E. Provider agrees to use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in Exhibit A in any manner whatsoever without prior written approval by SHBB.
- F. Provider agrees to immediately notify SHBB of any damage, alteration, and/or modification to the Safety Device.
- G. Provider shall refer to the Safety Device as a "Safe Haven Baby Box" or "Baby Box."

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- H. Provider agrees to accept complete liability for any and all damages attributed to any and all unapproved alterations and/or modifications to the Safety Device made by Provider and any and all damages attributed to unapproved alterations and/or modifications to accompanying parts of the Safety Device, including required signage/materials made by Provider. Provider agrees to accept complete liability for modifications to the Safety Device which are the result of: its own actions, omissions, and/or failure to use best efforts to maintain the Safety Device in good working order or best efforts to prevent any modifications to the Safety Device by a third party.
- I. Provider shall procure and maintain twenty-four (24) hour alarm monitoring of the Safety Device at all times in accordance with directions for the same from SHBB and shall confirm with SHBB that such service is acceptable.
- J. Should the alarm monitoring service be disconnected for any reason, or should the Safety Device malfunction in any other way, Provider shall immediately notify SHBB of said malfunction and shall secure the Safety Device and ensure it is not available for public use by locking its exterior door and removing all signage and material related to its use and functionality. Further, should the Safety Device malfunction, Provider agrees that it will post signage that the Safety Device is presently unavailable and Provider agrees that it will keep the Safety Device secured and closed to the public until SHBB approves the Safety Device to be reopened to the public for public use as a Safety Device.
- K. Provider agrees that SHBB may, but is not required to, inspect the Safety Device at any time including, but not limited to: to ensure that it is in good working order, to ensure proper branding and signage is being displayed, and to conduct tests related to its functionality and monitoring and alarm systems.
- L. Provider acknowledges and agrees to maintain current knowledge of any changes to said Mississippi State Law or Federal law governing the Safety Device and acknowledges and agrees to operate and maintain the Safety Device in accordance with the most recent version of said State and Federal laws.
- M. Provider shall bear the cost of operating, maintaining, removing, repairing and/or otherwise modifying (modifications subject to approval of SHBB) the Safety Device.

**IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM RESULT IN THE IMMEDIATE SECURING AND LOCKING OF THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO MAY RESULT IN A THREAT OF BODILY HARM OR DEATH TO AN INFANT**



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**PLACED IN THE SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR NOT.**

**Section 6. Representations and Warranties.**

- A. Representations & Warranties of Provider. Provider represents and warrants that the undersigned is a duly acting and authorized agent of Provider who is empowered to execute this Agreement with full authority of Provider. Further, Provider has undertaken a reasonable investigation into the laws and regulations governing the applicable jurisdiction within which it intends to place the Safety Device and has confirmed that such placement and administration of the Safety Device does not violate any provision of any law, ordinance, governmental regulation, court order, or other similar governmental controls.
- B. Representation & Warranties of SHBB. SHBB represents and warrants that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full authority of SHBB. Further, SHBB has full ownership of the Safety Device. SHBB represents and warrants that the Safety Device is fit for use and will operate as a Safety Device in accordance with Safe Haven for Infants Act, NMSA 1978 Section 24-22-1.1.
- C. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND HAS CONFIRMED SUCH WITH THE FOOD AND DRUG ADMINISTRATION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION. SHBB FURTHER REPRESENTS THAT THE SAFETY DEVICE IS NOT REGISTERED WITH THE FEDERAL TRADE COMMISSION AND/OR THE FEDERAL COMMUNICATIONS COMMISSION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT TESTED BY NATIONALLY RECOGNIZED TESTING LABORATORIES PROGRAM.**

**Section 7. Insurance.** Provider agrees to procure and maintain in full force and effect at all times during the Term of this Agreement and any renewals thereof, at its own cost and expense, a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and a \$2,000,000 limit umbrella coverage related to the Safety Device's placement and operation in or about Provider's facility against all loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in upon or about the Safety Device during the Term of this Agreement and all extensions thereof. This insurance policy need not be a separate policy solely because of this Agreement but, rather, will be part of the Provider's general liability and umbrella policies.

**Section 8. Indemnification.** Each party agrees to defend and indemnify, protect and hold

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harmless the other party, its officers, directors, employees, volunteers, independent contractors, agents, and all other persons and related entities thereof, against any loss, claim at law or equity, cause of action, expenses, damages or any other liability (collectively, "Claim") arising in relation to and to the extent of the indemnifying party's gross negligence or willful or wanton misconduct, whether acts or omissions, in the installation, placement, removal, use, and maintenance of the Safety Device in, on, or about Provider's facility or premises. No provision in this Agreement modifies or waives any provision of the Mississippi Tort Claims Act.

**Section 9. Termination.** Provider may terminate this Agreement upon sixty (60) days prior written notice from Provider to SHBB prior to the end of the Term, otherwise this Agreement shall renew for a successive Term. In accordance with the terms of this Agreement, Provider and/or SHBB may terminate this Agreement on notice of a change of policies and procedures by SHBB that Provider did not previously agree to after a good faith attempt has been made to negotiate the change or addition to the policies and/or procedures arising herein or relating to this Agreement; however, a required change of policy or procedure pursuant to compliance with a Mississippi State or Federal law shall not be grounds to terminate this Agreement. SHBB may terminate this Agreement for any reason specified under Section 10, below. At the point of termination of this Agreement, Provider shall secure and lock the Safety Device and remove all signage provided by SHBB. Provider shall place new visible signage denoting that the Safety Device is not functional and that any person desiring to utilize the Safety Device should instead contact emergency services. If Provider removes the Safety Device, then it shall make arrangements with SHBB for its conveyance or retrieval to SHBB. SHBB shall not be obligated to remove the Safety Device; however, at any time after this Agreement has terminated, SHBB may, at its sole discretion, notify Provider that it intends to remove and recover the Safety Device. Under such circumstances, Provider agrees to cooperate with SHBB in the retrieval of the Safety Device, the expenses of which shall be borne by SHBB, so long as expenses do not exceed \$500.00 and unless the termination of this Agreement was effectuated under Section 10 below, in which case the cost hereunder shall be borne by Provider.

### **Section 10. Remedies.**

- A. Option to Cure.** Any uncured breach of this Agreement by Provider, after written notice from SHBB to Provider and a thirty (30) day opportunity to cure, shall give SHBB the option of immediately terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense. If Provider is notified by SHBB that the Safety Device is not properly functional or lacks monitoring required by this Agreement, then SHBB may order the Safety Device secured and locked until further inspection. Provider shall have thirty (30) days to cure any lack of monitoring or improper functioning of the Safety Device. Such time may be extended by any delay attributable to SHBB. If Provider does not cure any lack of monitoring or improper functioning of the Safety Device within the initial thirty (30) day period upon SHBB's review and report, Provider may have an additional thirty (30) days to cure any breach. If Provider fails to cure any breach of this Agreement after two (2) attempts to cure as set forth above, SHBB may terminate this Agreement if it concludes in its sole discretion that Provider has not upheld its obligations under this Agreement. Any breach of this Agreement by Provider

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which has not been cured by Provider within thirty (30) days after notice received from SHBB shall give SHBB the option of terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense.

- B. Attorney's Fees.** Attorneys' fees, costs, and expenses shall be awarded to the prevailing party for any dispute relating to or arising from this Agreement. The term "*Prevailing Party*" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense.

**Section 11. Ownership of Safety Device.** Provider agrees and acknowledges that ownership of the Safety Device remains with SHBB and this Agreement is merely a services and lease agreement. Provider does not have any ownership interest in the Safety Device. Provider shall not lease, sell, or otherwise transfer the Safety Device during or after the term of this Agreement without the specific written consent of SHBB.

**Section 12. Disclaimer and Limitation of Warranties.** SHBB IS NOT THE MANUFACTURER OF THE SAFETY DEVICE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE, OR NON-INFRINGEMENT OF THE SAFETY DEVICE. WITH RESPECT TO THE SAFETY DEVICE, PROVIDER ACCEPTS IT "AS IS." THE SAFETY DEVICE SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO SHBB AND/OR PROVIDER BY THE SAFETY DEVICE MANUFACTURER AND/OR AVAILABLE BY THE SAFETY DEVICE'S COMPOSITE PARTS. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE TERM(S) OF THIS AGREEMENT, UNLESS OTHERWISE STATED OR PROVIDED FOR HEREIN OR PROVIDED BY LAW.

SHBB neither assumes nor authorizes any other business organization, entity, or person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right to assume it, or any other liability in connection with the construction, use, operation, installment, removal, maintenance, or lease of the Safety Device. There are no warranties which extend beyond the terms of this Agreement, unless otherwise stated or provided for herein or by law via preemption. These warranties shall not apply to the Safety Device or any and all improvements, restoration, repair, remodel, modifications, and/or any other construction work on the Safety Device of any kind, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse, use or misuse of same which are not approved of by SHBB and/or agreed to by SHBB. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

**Section 13. Notice.** Any notices requests, demands, waivers and other communications given as provided in this Agreement will be in writing and will be deemed to have been given if delivered in person (including by Federal Express or other personal delivery service), or mailed by certified or registered mail, postage prepaid, and addressed to at the following addresses:

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Notice to SHBB: Monica Kelsey  
P.O. Box 185  
Woodburn, IN 46797

Notice to Provider: George Bass  
P.O. Box 929  
Long Beach, MS  
39150

Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

**Section 14. Assignability.** This Agreement is binding and benefits the successors and assignees of the Provider, which includes any and all originations/entities or persons with which the Provider may dilute, merge or consolidate, or to which it may transfer substantially all of its assets or equity interests. Provider shall not transfer or assign this Agreement, however, without the specific written consent of SHBB, which consent shall not be unreasonably withheld.

**Section 15. Governing Law/Jurisdiction.** The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Mississippi and Mississippi courts. Should any dispute arise out of or relating to this Agreement and any of its incorporated parts, Parties agree that said dispute may exclusively be litigated in state or federal court in of the State of Mississippi. Each Party waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each Party agrees and acknowledges that any term not defined herein shall be construed to have its every-day, contextual meaning as defined in the latest editions of the Merriam Webster Dictionary, and if a legal term, Black's Law Dictionary; and should any term, condition, or provision of this Agreement be deemed vague, ambiguous, or confusing, it shall not be construed in favor of either Party.

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**Section 16. Integration/Entire Agreement.** This Agreement, along with the attached Exhibits hereto represents the entire expression of the final agreement of the parties and supersedes all previous and contemporaneous communications or agreement regarding the subject matter hereof. Provider by its signature below hereby acknowledges that Provider agrees to be bound by the terms and conditions and policies and procedures set forth in this Agreement as may be updated from time to time and agreed to in accordance with the terms of this Agreement. Any additional terms or conditions contained in purchase orders or other forms not incorporated into this Agreement are expressly rejected by Provider and shall not be binding, unless Provider agrees to them in a writing signed by both parties.

**Section 17. No Oral Modification.** No change, modification, extension, termination, or waiver of this Agreement or any of its incorporated documents or parts, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized representative of the parties.

**Section 18. Waiver.** No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the parties to be charged and, unless otherwise stated, no such waiver shall constitute a waiver of any other provision or a continuing waiver.

**Section 19. Severability.** In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained shall not be affected as a whole.

**Section 20. Time of the Essence.** The Parties expressly recognize that time is of the essence in the performance of their respective obligations under this Agreement and that each Party is relying on the timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performance by the other party.

**Section 21. Tort Claims Immunity.** Provider shall be subject in all cases to the immunities, provisions and limitations of the Mississippi Tort Claims Act §11-46-11.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed and be effective on the date first written above.

**Safe Haven Baby Boxes, Inc.**

By: \_\_\_\_\_  
Monica Kelsey, Founder/CEO  
Safe Haven Baby Box, Inc.

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**Provider**

City of Long Beach Mississippi

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

*Lease and Service Agreement*

10

**Minutes of February 21, 2023**  
**Mayor and Board of Aldermen**

EXHIBIT A

SAFE HAVEN BABY BOXES, INC.  
POLICIES AND PROCEDURES

**I. Purpose:**

- A. Safe Haven Baby Boxes, Inc.'s product is the Baby Box. A Baby Box is a safety device provided for under Indiana Safe Haven Law and legally permits a parent in crisis to safely, securely, and anonymously surrender his or her newborn. A Baby Box is installed in an exterior wall of a designated fire station or hospital. It has an exterior door that automatically locks upon placement of a newborn inside the Baby Box and an interior door which allows a medical staff member to secure the surrendered newborn from inside the designated building.

**II. Policies:**

- A. A Provider is a hospital or site, such as a volunteer fire department, staffed by an emergency services provider on a twenty-four (24) hour, seven (7) day a week basis and provides a legal location and maintenance for a Safe Haven Baby Box where a newborn may be dropped off by a person who wishes to relinquish custody under the Safe Haven Law of the applicable jurisdiction.
- B. The Baby Box is designed with three independent alarms and is activated:
1. When the door is accessed from the outside.
  2. When the newborn is placed in the box and activates the motion sensor.
  3. When electrical failure occurs to the Baby Box.

**III. Generic procedures when the Baby Box is Activated:**

- A. Emergency Personnel, including, Firefighters, Police Officers, EMT's, or Paramedics must perform the act of retrieving a newborn and taking said newborn into custody when he or she is voluntarily placed in a Box and the parent does not express an intent to return for the newborn.
- B. Emergency Personnel who take custody of a newborn shall perform any act necessary to protect the child's health and safety.
- C. Emergency Personnel must respond every time an alarm is activated at the Baby Box to verify whether a newborn has been dropped off.
- D. Emergency personnel may access the Baby Box on the inside of the Provider's building. An alarm is activated to signal 911 when the door is opened and the newborn may be inside the door area on the prepared bed area.
- E. Newborns will be evaluated by medical personnel at the location and immediately transported to the closest hospital for further evaluation. The

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evaluation at the hospital will include screenings and examinations by physicians as necessary.

- F. EMS transporting newborn to hospital will notify the hospital personnel that this was a Safe Haven Baby Box newborn surrendered under the current Safe Haven Law.
- G. The hospital supervisor will notify the appropriate state agency and have a social services consult order placed.

**IV. Additional Procedures for designated Providers:**

- A. All Baby Boxes must be leased from Safe Haven Baby Box, Inc. and may not be re-sold. All Baby Boxes shall remain the property of Safe Haven Baby Box, Inc. throughout each and every Term of any Agreement between Provider and Safe Haven Baby Box, Inc.
- B. To support the education of, and to avoid confusion in the market, the Baby Box may not be rebranded or called anything but a "Safe Haven Baby Box", a "Baby Box", or referred to as a "Box".
- C. Each Provider will maintain uniform signage purchased from Safe Haven Baby Boxes, Inc. at its own expense. Any additional signage must have prior approval from Safe Haven Baby Boxes, Inc.
- D. The Baby Box will be delivered in accordance the following:
  - i Initial fee has been paid to Safe Haven Baby Boxes.
  - ii The Provider location is able to agree to install, test, train personnel, and schedule the unveiling / blessing within sixty (60) days of receipt of the Baby Box.
  - iii Provider understands delivery of the Baby Box will be scheduled 4 to 6 weeks after payment is received and with mutual agreement of the installation and unveiling / blessing dates.
  - iv Provider agrees to arrange for and begin the installation of the baby box within Two (2) weeks after delivery.
- E. The Baby Box will not be announced to the public or otherwise discussed with third parties or go "live" prior to the official unveiling/blessing of the Baby Box, which will be agreed upon prior to "going live".
- F. The "Go-Live" date will be determined after the following:
  - i Installation is completed and the alarm system is ready for testing.
  - ii Seven consecutive days of successful alarm testing is completed.
  - iii Training of staff is completed.
  - iv Final Inspection is completed.
- G. Each Provider must maintain security monitoring at its own expense and may not turn off security monitoring without giving Safe Haven Baby Boxes, Inc. sixty (60) days' notice.
  - i If a Provider has the service discontinued without Safe Haven Baby Boxes, Inc.'s knowledge, the location is subject to liability.



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- ii Pending notice or drop of security monitoring, Safe Haven Baby Box, Inc. will de-activate the non-conforming location.
  - H. Each Provider will provide medical information and a copy of parents' rights located in a bag inside the Baby Box. The bag is to be placed on the medical bassinet and leaning against the outside door.
  - I. Each Provider must test the security/alarm system on the Baby Box at least once a week. Provider must keep a log or record of tests and submit the log or record to Safe Haven Baby Boxes, Inc. quarterly and upon the demand of Safe Haven Baby Box, Inc. The log or record shall list at least the name of the persons testing the Baby Box, the date tested, and the result of the test.
  - J. Provider will ensure that no video monitoring will occur around the part of the building containing or facing the Baby Box.
  - K. Provider must perform daily checks of the Baby Box to ensure the presence of a clean fitted bassinet sheet and a blanket.
  - L. Provider must ensure a climate-controlled environment inside the Baby Box maintains a reasonable temperature for a newborn.
  - M. Each Provider is responsible for training personnel on the use, features, and procedures of the Baby Box. Provider can contact Safe Haven Baby Box, Inc. for group training services.
  - N. After retrieving a newborn from the Baby Box, the Provider must verify that the door to the Baby Box is secured and closed.
  - O. After retrieving a newborn from the Baby Box, the Provider must reset the alarm system after deactivation.
  - P. All safe surrenders are required to be reported to Safe Haven Baby Boxes, Inc. by phone at 260-750-3668 and to the Mississippi Department of Human Services at 601-359-4368 within two (2) hours of the surrender.
  - Q. In the event that the Agreement with Safe Haven Baby Boxes, Inc. is terminated for whatever reason, Provider is responsible for all costs and expenses of removing respective Baby Boxes at Provider location(s).
  - R. Provider is to use best efforts to secure the integrity and good working function of the Baby Box at all times, including upon removal of any Baby Box, if necessary. Damage to Provider's leased Baby Box(es) is compensable to Safe Haven Baby Boxes, Inc. by Provider. Provider is to reimburse Safe Haven Baby Boxes, Inc. for any and all damage to the Baby Box during the pendency of the Agreement and any termination or expiration of it. Any such reimbursements are to be sent within thirty (30) days to the name and address listed in the Notice provision of the Agreement.
- V. Documentation (Documents & Forms):
- A. Documents
    1. Weekly Safe Haven Baby Box alarm system checks
    2. All Safe Surrenders by date and time

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## EXHIBIT B SAFE HAVEN BABY BOXES, INC. SERVICES, FEES, AND EXPENSES SCHEDULE

Initial Fee: \$11,000 (\$12,000 with pre-installed camera option)

1. Baby Box including signage and provider kit
2. "Pre-installation" Services:
  - a. Examination of location
  - b. Administrative/Legal resources
  - c. Consultation on programs
  - d. Assistance with raising funds to support the cost of the box (optional)
3. Installation Services:
  - a. Inspection of installation
  - b. Training to all emergency personnel
4. Post Installation Services:
  - a. Marketing of the box
  - b. 24/7 hotline available to the community
  - c. Advertising of the box
  - d. Efforts to support raising awareness on a local, state, and national level supporting the box in each community

Annual Fee: \$300

1. Annual Fee Services
  - a. Recertification of the box by SHBB authorized personnel
  - b. Maintenance of box from expected use
  - c. Unlimited repairs and parts replacement as a result of a malfunction and not as a result of negligence or vandalism.

OTHER FEES NOT INCLUDED IN INITIAL FEE: (Estimated at \$5,000-\$7,500)

*\*Fees vary based on location and/or services donated by local community members. The below items are estimates and not a guarantee of cost.*

1. Delivery: Minimum \$500.00. Cost based on location and transportation from Indiana. You can pick up at our Woodburn IN manufacturing facility to waive the delivery charge. (Must be pre-scheduled)
2. Installation: Labor and materials~\$2,000-\$3,500 (Location may be able to get this donated)
3. Electrical and Alarm: hook up to internal alarm system (Internal alarm must go to 911 dispatch for use with the baby box)~\$1,200
4. Annual Alarm Service: Annual fee for monitoring~\$300 annually paid by location to Alarm Company
5. Permits or other requirements prior to construction. (varies)
6. Camera option. Box comes pre-installed with the Amazon Blink™ camera and requires a third-party membership to activate. Location must have a Wi-Fi connection. *\*Alternatives may apply. Please contact SHBB for more information*

After continued discussion, and upon the advice of City Attorney Steve Simpson, Alderman McGoey offered a substitute motion seconded by Alderman Parker and unanimously carried to approve the aforementioned agreement subject to Safe Haven Baby Boxes, Inc. agreeing to strike Section 8. Indemnification and counsel's review and approval.

\*\*\*\*\*

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Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to approve the following Easement Agreements with First Baptist Church Long Beach and Starita Properties 1, LLC:

Easement Agreement

This Easement Agreement is entered into effective the Effective Date set forth below, by and between First Baptist Church Long Beach (Grantor) and the City of Long Beach, Mississippi (Grantee), a body politic and corporate of the State of Mississippi, by and through its Mayor and Board of Alderpersons, on the following terms and conditions:

*Recitals:*

Whereas, Grantor owns a tract of land lying and being situated in the City of Long Beach, Mississippi, Harrison County, Mississippi, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property");

Whereas the Grantee desires to use the property for limited City purposes of a Pylon, landscaping and signage for the City (the "Permitted Uses"); and,

Whereas Grantee agrees to Convey an easement to Grantor on the Property on the terms and conditions set forth herein.

NOW THEREFORE, for an in consideration of the annual rental, the public benefit of the Grantee's use of the Property, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee enter into this Easement Agreement (this "Agreement"), subject to the following terms and conditions.

1. **Easement:** Grantee agrees to accept grant of an easement from Grantor to the Property for the Permitted Uses and no other purpose. Landlord and Tenant are each a "Party" and collectively are the "Parties."
2. **Permitted Uses:** Grantee shall only use the Property for the Permitted Uses and any other use agreed to in advance in writing by the Parties.
3. **Improvements:** Grantee shall not improve the Property even for the Permitted Uses without first obtaining Grantor's prior written consent to the improvement, with Grantor having the right in its sole discretion to withhold, condition or delay such consent.
4. **Term:** The term of this Easement shall be for a base term of twenty-five (25) years, subject to the rights of termination and the Option for an extended term if the Lease is not terminated (the "Base Term"). The Base Term/of the Lease shall commence on January 1, 2023 (the "Commencement Date") and shall expire on December 31, 2048 (the "Expiration Date") unless the expiration Date is extended by the exercise of the Option.
5. **Option:** Tenant shall have the option of extending the Base Term for two (2) additional twenty-five (25) year terms (each an "Option Term") upon written notice to Grantee prior to the expiration of the applicable term, provided Grantor is not in default under this Agreement.
6. **Termination:** This Easement shall terminate upon the expiration of the Base Term if not extended by the Option or the last Option Term as extended, if applicable. Either Party may terminate this Easement for cause as provided by Mississippi law.

Upon termination, Grantee shall remove all improvements to the Property unless Grantor

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agrees in writing to accept the same. Upon termination Grantee shall peacefully promptly surrender the Property to Grantor.

7. **Rent:** Tenant agrees to pay Landlord rent in the amount of Ten and no/100 Dollars (\$10.00 per year Rent"). Rent shall be paid by check, electronic deposit to an account designated by Grantor or as otherwise agreed between the Parties in advance of the Commencement Date and the anniversary thereof for each successive year of the Base Term or the Option period.

8. **Time:** Time is of the essence in this Lease.

9. **Broker:** Each Party represents and warrants to the other that neither has engaged a broker, realtor or other consultant for the purposes of conveying the easement of this property.

10. **Condition of the Property:** Grantor has inspected the Property and accepts the same in its present "As Is" and "Where Is" condition "With All Faults." Grantee has made no representations or warranties, express or implied, as to the condition of the Land, including but not limited to its environmental condition, its habitability, suitability for the Permitted Uses or otherwise.

11. **Default:** Tenant shall be in default in the event of the following: (a) failure to pay Rent as and when due; (b) failure to maintain liability and property damage insurance on the Property; (c) insolvency, bankruptcy, receivership of the City; (ct) use of the Premises for any purpose other than the Permitted Uses; (e) a breach of any federal, state or local law, rule or regulation pertaining to the Property or the easement; (f) cause any lien to be placed upon the Property or any claim of lien to be made against Grantor or the Property arising from the Agreement; and (g) a breach of any other term of condition of this Agreement.

12. **Remedies:** Each Party shall have all rights and remedies available under Mississippi Law.

13. **Insurance:** Grantee has a general liability and property damage insurance policy. Grantee covenants and agrees to include the Property within both policies and to maintain such insurance (whether with the existing companies or other carriers) for the existence of this Agreement

14. **Hazardous Substances and Waste:** Grantee agrees to not treat, store or dispose of hazardous chemicals, substances or waste on the Property as defined under federal, state or local laws, rules and regulation. Grantee shall not bring onto or use any hazardous chemicals or substances on the Property except for fertilizer, herbicides, and cleaning products and shall use the same according to label directions.

15. **Condition:** Grantee shall keep the Property in good, clean, well maintained and trimmed condition at all times. Grantee shall remove all litter, waste and debris from the Premises regardless of the cause of such items being on the Premises.

16. **Notices:** All notices under this Agreement shall be in writing at the following addresses. Notices may be sent by United States mail, postage prepaid, by personal hand-  
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delivery or by overnight courier. Any Party may change their address by prior written notice to the other Party.

If to Grantor:  
First Baptist Church Long Beach  
\_\_\_\_\_  
\_\_\_\_\_

If to Grantee:  
City of Long Beach, MS  
P.O. Box 929  
Long Beach, MS 39560

17. Assignment. This Agreement may not be assigned by Grantee without Grantor's prior written approval which may be withheld, conditioned or delayed by Grantor in its sole discretion.

18. Memorandum. This Agreement shall be filed in the land records of Harrison County, Mississippi.

19. Miscellaneous: This Agreement is the final agreement between the Parties as to the subject matter. All prior negotiations and agreements merged into this Agreement. This Agreement is the product of negotiation between the Parties and shall not be construed more strongly against one Party or the other. This Agreement shall be interpreted according to Mississippi Law.

Dated this the 13<sup>th</sup> day of Feb, 2023 (the "Effective Date").

Grantor:

First Baptist Church Long Beach

By: Dr. R. Rene Stephens  
Its: Pastor / President of Corporation

Tenant:

City of Long Beach, MS

By: George Bass  
George Bass, Mayor

Attest: Stacey Dahl  
Stacey Dahl, City Clerk

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LEGAL DESCRIPTION

PARCEL 1

A PART OF LOT 55 OF THE HENDERSON, SHIPMAN AND HUGHES PARTITION OF THE B. PERLLERIN CLAIM IN THE CITY OF LONG BEACH, MISSISSIPPI, AS PER MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF A 60 FOOT RIGHT-OF-WAY OF 5TH STREET AND WEST LINE OF A 40 FOOT RIGHT-OF-WAY OF JEFF DAVIS AVENUE; THENCE RUN ALONG SAID WEST LINE OF A 40 FOOT RIGHT-OF-WAY SOUTH 27 DEGREES 39 MINUTES 31 SECONDS EAST 182.44 FEET TO A SET IRON ROD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID 40 FOOT RIGHT-OF-WAY SOUTH 27 DEGREES 39 MINUTES 31 SECONDS EAST 17.56 FEET TO A SET IRON ROD; THENCE LEAVING SAID RIGHT-OF-WAY RUN ALONG THE SOUTH LINE OF THE FIRST BAPTIST CHURCH OF LONG BEACH PROPERTY SOUTH 69 DEGREES 37 MINUTES 29 SECONDS WEST 20.16 FEET TO A SET IRON ROD; THENCE RUN NORTH 27 DEGREES 39 MINUTES 31 SECONDS WEST 15.00 FEET TO A SET IRON ROD; THENCE RUN NORTH 62 DEGREES 20 MINUTES 29 SECONDS EAST 20.00 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.01 ACRES MORE OR LESS

SAID PARCEL IS SUBJECT TO A 40 FOOT RIGHT-OF-WAY OF JEFF DAVIS AVENUE, ANY SIDEWALK EASEMENTS, AND ANY OTHER EXISTING EASEMENTS AND/OR RIGHTS-OF-WAY.



## Minutes of February 21, 2023 Mayor and Board of Aldermen

### Easement Agreement

This Easement Agreement is entered into effective the Effective Date set forth below, by and between Straita Properties 1, LLC(Grantor) and the City of Long Beach, Mississippi (Grantee), a body politic and corporate of the State of Mississippi, by and through its Mayor and Board of Alderpersons, on the following terms and conditions:

*Recitals:*

Whereas, Grantor owns a tract of land lying and being situated in the City of Long Beach, Mississippi, Harrison County, Mississippi, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property");

Whereas the Grantee desires to use the property for limited City purposes of a Pylon, landscaping and signage for the City (the "Permitted Uses"); and,

Whereas Grantee agrees to Convey an easement to Grantor on the Property on the terms and conditions set forth herein.

NOW THEREFORE, for an in consideration of the annual rental, the public benefit of the Grantee's use of the Property, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee enter into this Easement Agreement (this "Agreement"), subject to the following terms and conditions.

1. **Easement:** Grantee agrees to accept grant of an easement from Grantor to the Property for the Permitted Uses and no other purpose. Landlord and Tenant are each a "Party" and collectively are the "Parties."
2. **Permitted Uses:** Grantee shall only use the Property for the Permitted Uses and any other use agreed to in advance in writing by the Parties.
3. **Improvements:** Grantee shall not improve the Property even for the Permitted Uses without first obtaining Grantor's prior written consent to the improvement, with Grantor having the right in its sole discretion to withhold, condition or delay such consent.
4. **Term:** The term of this Easement shall be for a base term of twenty-five (25) years, subject to the rights of termination and the Option for an extended term if the Lease is not terminated (the "Base Term"). The Base Term/of the Lease shall commence on January 1, 2023 (the "Commencement Date") and shall expire on December 31, 2048 (the "Expiration Date") unless the expiration Date is extended by the exercise of the Option.
5. **Option:** Tenant shall have the option of extending the Base Term for two (2) additional twenty-five (25) year terms (each an "Option Term") upon written notice to Grantee prior to the expiration of the applicable term, provided Grantor is not in default under this Agreement.
6. **Termination:** This Easement shall terminate upon the expiration of the Base Term if not extended by the Option or the last Option Term as extended, if applicable. Either Party may terminate this Easement for cause as provided by Mississippi law.

Upon termination, Grantee shall remove all improvements to the Property unless Grantor  
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Mayor and Board of Aldermen**

agrees in writing to accept the same. Upon termination Grantee shall peacefully promptly surrender the Property to Granter.

7. **Rent:** Tenant agrees to pay Landlord rent in the amount of Ten and no/100 Dollars (\$10.00) per year Rent"). Rent shall be paid by check, electronic deposit to an account designated by Grantor or as otherwise agreed between the Parties in advance of the Commencement Date and the anniversary thereof for each successive year of the Base Term or the Option period.

8. **Time:** Time is of the essence in this Lease.

9. **Broker:** Each Party represents and warrants to the other that neither has engaged a broker, realtor or other consultant for the purposes of conveying the easement of this property.

10. **Condition of the Property:** Grantor has inspected the Property and accepts the same in its present "As Is" and "Where Is" condition "With All Faults." Grantee has made no representations or warranties, express or implied, as to the condition of the Land, including but not limited to its environmental condition, its habitability, suitability for the Permitted Uses or otherwise.

11. **Default:** Tenant shall be in default in the event of the following: (a) failure to pay Rent as and when due; (b) failure to maintain liability and property damage insurance on the Property; (c) insolvency, bankruptcy, receivership of the City; (ct) use of the Premises for any purpose other than the Permitted Uses; (e) a breach of any federal, state or local law, rule or regulation pertaining to the Property or the easement; (f) cause any lien to be placed upon the Property or any claim of lien to be made against Grantor or the Property arising from the Agreement; and (g) a breach of any other term of condition of this Agreement.

12. **Remedies:** Each Party shall have all rights and remedies available under Mississippi Law.

13. **Insurance:** Grantee has a general liability and property damage insurance policy. Grantee covenants and agrees to include the Property within both policies and to maintain such insurance (whether with the existing companies or other carriers) for the existence of this Agreement

14. **Hazardous Substances and Waste:** Grantee agrees to not treat, store or dispose of hazardous chemicals, substances or waste on the Property as defined under federal, state or local laws, rules and regulation. Grantee shall not bring onto or use any hazardous chemicals or substances on the Property except for fertilizer, herbicides, and cleaning products and shall use the same according to label directions.

15. **Condition:** Grantee shall keep the Property in good, clean, well maintained and trimmed condition at all times. Grantee shall remove all litter, waste and debris from the Premises regardless of the cause of such items being on the Premises.

16. **Notices:** All notices under this Agreement shall be in writing at the following addresses. Notices may be sent by United States mail, postage prepaid, by personal hand-  
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delivery or by overnight courier. Any Party may change their address by prior written notice to the other Party.

If to Grantor:  
Straita Properties 1, LLC

If to Grantee:  
City of Long Beach, MS  
P.O. Box 929  
Long Beach, MS 39560

17. **Assignment.** This Agreement may not be assigned by Grantee without Grantor's prior written approval which may be withheld, conditioned or delayed by Grantor in its sole discretion.

18. **Memorandum.** This Agreement shall be filed in the land records of Harrison County, Mississippi.

19. **Miscellaneous.** This Agreement is the final agreement between the Parties as to the subject matter. All prior negotiations and agreements merged into this Agreement. This Agreement is the product of negotiation between the Parties and shall not be construed more strongly against one Party or the other. This Agreement shall be interpreted according to Mississippi Law.

Dated this the 13<sup>th</sup> day of Feb, 2023 (the "Effective Date").

Grantor:

Straita Properties 1, LLC

By:

Its: \_\_\_\_\_

Tenant:

City of Long Beach, MS

By:

George Bass, Mayor

Attest:

Stacey Dahl  
Stacey Dahl, City Clerk

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**Minutes of February 21, 2023  
Mayor and Board of Aldermen**

PARCEL 2

A PART OF BLOCK 17 OF THE ORIGINAL TOWN OF LONG BEACH, MISSISSIPPI, AS PER PLAT OR MAP THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF A 60 FOOT RIGHT-OF-WAY OF 5TH STREET AND THE EAST LINE OF A 40 FOOT RIGHT-OF-WAY OF JEFF DAVIS AVENUE; THENCE RUN ALONG SAID EAST LINE OF A 40 FOOT RIGHT-OF-WAY SOUTH 27 DEGREES 39 MINUTES 31 SECONDS EAST 192.57 FEET TO A SET IRON ROD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY RUN NORTH 62 DEGREES 20 MINUTES 29 SECONDS EAST 20.00 FEET TO A SET IRON ROD; THENCE RUN SOUTH 27 DEGREES 39 MINUTES 31 SECONDS EAST 15.00 TO SET IRON ROD; THENCE RUN SOUTH 62 DEGREES 20 MINUTES 29 SECONDS WEST 20.00 FEET TO A SET IRON ROD ON THE EAST LINE OF A 40 FOOT RIGHT-OF-WAY OF JEFF DAVIS AVENUE; THENCE RUN ALONG SAID 40 FOOT RIGHT-OF-WAY NORTH 27 DEGREES 39 MINUTES 31 SECONDS WEST 15.00 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.01 ACRES MORE OR LESS

SAID PARCEL IS SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS-OF-WAY.

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Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following addendum to the Purchase Agreement with Synergetics previously approved on February 9, 2023:



**Addendum**

Section 7.1 is revised to read "This Agreement, being entered into as of the aforementioned date, shall have service start date of July 1, 2023 and shall remain in term until June 30, 2025, at which time it may be renewed by mutual consent of the contracting parties for up to 1 additional 1 year term."

A handwritten signature in black ink, appearing to read "Ray Hall".

**CREATING SYNERGY BETWEEN PEOPLE AND TECHNOLOGY**

P.O. Box 808 • Starkville, MS 39760  
Phone: (662) 323-9484 • Fax: (662) 324-1876  
[WWW.SYNDCS.COM](http://WWW.SYNDCS.COM)

\*\*\*\*\*

There came on for discussion Follow Up of Tree on 4<sup>th</sup> Street & Jeff Davis Avenue, whereupon Mayor Bass recognized Deborah Caldwell. After continued discussion, Alderman Bennett made motion seconded by Alderman Parker to remand this issue back to the Planning & Development Commission to provide reasoning for approving the tree removal application submitted by Sarah Renken of Phenom

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Investments. The questions being put to a roll call vote by the Mayor, the result was as follows:

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

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

\*\*\*\*\*

There came on for discussion Subdivision Ordinance, whereupon City Engineer David Ball provided the following:

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



630 Delmas Ave., Suite B  
Pascagoula, MS 39567  
228-967-7137

February 17, 2023


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

**RE: Subdivision Ordinance Revisions**

Ladies and Gentlemen:

At the Feb. 16 work session, the Board asked that we submit a single document which contains all the changes currently proposed for the subdivision ordinance. To that end, we have used a document previously prepared by Mr. Bill Hessel and have made some slight modifications to contain all the items discussed. The items shown in yellow are our modifications to Mr. Hessel's document, but we believe that they certainly fit the spirit and intent discussed to date.

If the attached document appears appropriate, the City Attorney could prepare an appropriate ordinance document to make these revisions official. Please advise if you have any questions about these changes.

Sincerely,  
  
David Ball, P.E.

DB:539  
Attachment

## Minutes of February 21, 2023 Mayor and Board of Aldermen

**Definitions: Add**

Off-site improvements. Shall include acceleration/deceleration lanes, drainage, water and sewer infrastructure, sidewalks, and/or any other off-site improvement as deemed necessary by the City. All off-site improvements determined necessary to safely develop the subdivision shall be the responsibility of the owner. The City may agree to participate in the off-site improvements at their discretion.

**Article I, Section 8:**

Mayor and Board need to set new fee structure.

The following is a recommendation for fees:

Filing fee for any minor subdivision	\$250.00	
Filing fee for any major subdivision	\$250.00	
Preliminary Plat fee		Filing fee plus \$3.00/lot
Final Plat fee (inspections and approval)		Filing fee plus 1% of estimated construction cost as determined by City Engineer or \$5,000.00 whichever is the lesser

**Article II, Section 4(b) to read:**

The applicant for major subdivision plat approval may provide a preliminary final plat in a paper format for City review. After said review, the City shall inform the applicant to submit a final plat (with revisions) drawn in waterproof ink on a sheet made of material that will be acceptable to the Harrison County Chancery Clerk's office for recording purposes ...

**Article III, Section 1(a) to read:**

The purpose of the sketch plat is to develop a general design on which to base the preliminary and final plat, and thus to avoid having to revise such design to make it conform to the comprehensive city plan and to relate it to surrounding development. To this end, the sub-divider shall meet with a site plan review committee. This committee will include two (2) planning commission members, the city engineer, city building official, and any other person needed to satisfy review.

**Article III, Section 1(c) to read:**

The sub-divider must submit a layout drawing of the proposed subdivision and all onsite and off-site improvements necessary to complete the development. The sketch plat should indicate location of the subdivision, street alignment and lot sizes, and should provide additional information that is deemed reasonably necessary within the scope of this ordinance by the City.

**Article III, Section 5(k)(2) to read:**

One (1) USB disk, which contains all of the graphical information of these drawings including GIS data, as well as the final plat itself in formats determined by the City.

**Article III, Section 5(l) add:**

Minutes of February 21, 2023  
Mayor and Board of Aldermen

The final plat shall include the following statement: "Maintenance of all common areas, such as detention ponds, public mail areas, etc., shall be the responsibility of the subdivision homeowner's association. Failure to maintain such areas may result in action by the City to protect the public's health, safety, and welfare and the costs of such action may be recovered from the homeowner's association or the individual subdivision property owners in equal share as necessary.

**Article V, Section 10 add:**

(c) Storm Water Retention. All storm water retention areas shall be the responsibility of the owner (developer) to maintain and ensure designed performance or until given to an HOA. At such time the HOA shall be responsible.

**Article VI, Section 8(a) to read:**

The asphalt surface course shall meet MDOT specifications for 9.5mm ST or 12.5mm ST mix designs. The asphalt shall be placed in (2) 1-1/2" layers, and shall be handled and placed in accordance with the MDOT specifications. The first lift of asphalt shall be installed prior to the Final Plat and shall serve as the surface course during the construction of the homes in the subdivision. The final lift of asphalt shall be installed once 80% of the homes in the subdivision are constructed or at 21 months after the final plat is accepted by the City, whichever comes later. An additional 2-year warranty bond covering the finished asphalt road shall be supplied by the developer meeting the typical warranty bond requirements. The developer shall make appropriate temporary modifications to the curb & gutter/drainage system to properly drain the road during the service period of the first lift of asphalt, and shall remove or finalize those modifications once the final asphalt surface is installed.

**Article VI, Section 14(a) to read:**

The minimum design frequency for storm runoff shall be 25 years for storm sewer collection and 100 year for cross drainage (i.e., drainage facilities crossing a street). Also, drainage detention facilities shall be designed to limit post-construction runoff for storms up to and including the 100-year event. The City may require even higher design frequencies if determined necessary by the City Engineer.

**Article VI, Section 14(c) to read:**

Culvert outlet protection and swale erosion protection shall be designed based on the minimum design frequencies specified herein.

**Article VII, Section 14(b) to read:**

The presumption established in this ordinance is that to satisfy the standard set forth in Subsection (a), the maximum fire hydrant spacing shall not exceed five hundred (500'). However, the fire chief may authorize a deviation from this standard if in his professional opinion another arrangement more satisfactorily complies with the intent of this Section.

**Article VII, Section 14(e) to read:**

The City shall determine the minimum water main size with review by the fire chief and city engineer.

After further discussion, Alderman Brown made motion seconded by Alderman Parker and unanimously carried to direct City Attorney Steve Simpson to draft an amendment to the subdivision ordinance to include the aforementioned changes and verbiage specifying appropriate building materials for fences.

\*\*\*\*\*

There came on for discussion Food Truck Ordinance, whereupon Alderman Frazer made motion seconded by Alderman Bennett and unanimously carried to table this item until the March 7, 2023 meeting.

\*\*\*\*\*





Minutes of February 21, 2023  
Mayor and Board of Aldermen

**LONG BEACH FIRE DEPARTMENT**

*Fire Chief Griff Skellie*

P.O. Box 929  
645 Klondyke Road  
Long Beach MS 39560

Cell (228) 234-8223  
Phone(228) 863-7292  
Fax (228) 868-0070

February 15, 2023

Mayor, and  
Board of Alderman  
City of Long Beach

RE: Concrete repairs to pad at Central Fire Station

Dear Mayor, and Board:

The following shows the pricing and scope of two estimates to repair concrete at Central Fire Station:

H2O – concrete, limestone base, rebar, and expansion joints \$24,640.00

There will also be a rental cost for a jackhammer.

Delta Construction – concrete, limestone base and rebar \$28,671.00

Clean out and caulk joints front and rear of station \$6975.00

The cleaning and caulking of joints is only quoted in the Delta Construction estimate but will need to be done regardless.

Sincerely,



Griff Skellie  
Long Beach Fire Chief

After further discussion, Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to authorize painting of façade and entry ways, sealing block walls and repair mortar joints by Shoemake Painting Services for \$33,500.00 and concrete, limestone bas, rebar and expansion joints by H2O Innovation for \$24,640.00.

\*\*\*\*\*

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

Building Office:

- Step Increase, Zoning Enforcement Officer Dale Stogner, CSA3-IV, effective April 1, 2023

Police Dept:

- New Hire, Part-Time Maintenance Phillip Holley, \$20 per hour, effective February 22, 2023

\*\*\*\*\*

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to accept the January 2023 Revenue/Expense Report, as submitted.

\*\*\*\*\*

**Minutes of February 21, 2023  
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to approve the following request to advertise for patrol vehicles:



February 17, 2023

To: Mayor Bass  
Board of Aldermen

From: Chief Seal

Re: Vehicle Bid Request

I am respectfully requesting to advertise for bids for three (3) 2023 Ford Explorer Patrol Vehicles. Funds for two vehicles are in the current Police Department Budget and grant funding has been secured for the third vehicle.

Thank you for your consideration.

William A. Seal  
Chief of Police

PO Box 929, Long Beach, MS 39560

Phone: 228-865-1981

Fax: 228-863-1557

\*\*\*\*\*

**Minutes of February 21, 2023  
Mayor and Board of Aldermen**

Based on the following recommendation from City Engineer David Ball, Alderman Brown made motion seconded by Alderman Parker and unanimously carried to award the Trautman Basin Wastewater Improvements project to DNA Underground, LLC:

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



630 Delmas Ave., Suite B  
Pascagoula, MS 39567  
228-967-7137

February 14, 2023

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

**RE: Trautman Basin Wastewater Improvements**

Ladies and Gentlemen:

We opened the referenced bids on February 7, 2023 and have attached a Certified Tabulation of the bids. As depicted on the Bid Tabulation, we received two bids for the work, with the low bid offered by DNA Underground, LLC at a total bid price of \$976,900.00 (Base bid \$770,705.00 & alternate bid \$206,195.00). The proposed cost is over our cost estimate, but the proposed bid prices are not unreasonable with the fluctuations in the current market.

We believe that the current grant for this project from MDEQ designates approximately \$626,000 for construction and contingency, so there is a significant shortfall in the budget. We believe this is due to the current volatility of the national economy and the significant time since the original estimate for this work was performed in 2019. MDEQ has stated that they would consider increasing the total grant amount, but we don't yet know whether those additional funds will be granted. It should also be noted that the funds from MDEQ can only be used for the base bid (\$770,705), therefore, the alternate bid (\$206,195) for miscellaneous unrelated improvements at the intersection must be funded by City funds.

Although we don't believe DNA Underground has worked with the City before, we are aware of their previous work on the Coast and capabilities and believe they are capable of performing the work acceptably. All considered, we recommend award of the project to DNA Underground, LLC, in the amount of their total bid.

Sincerely,

David Ball, P.E.

DB:1106  
Attachment

## Minutes of February 21, 2023 Mayor and Board of Aldermen



CITY OF LONG BEACH  
**TRAUTMAN BASIN WASTEWATER IMPROVEMENTS**  
 Bid Date: February 7, 2023 at 10:00am

Bidder		DNA Underground		JLB Contractors		
MSBOC Certificate of Responsibility No.		20907-MC		21884-MC		
Addendum No. 1 Acknowledgment		YES		YES		
Bid Bond		YES		YES		
PAY ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<b>BASE BID</b>						
10-A	MOBILIZATION	1 LS	\$ 75,000.00	\$ 75,000.00	\$ 110,000.00	\$ 110,000.00
200-A	8" SEWER FORCE MAIN	3000 LF	\$ 42.00	\$ 126,000.00	\$ 55.00	\$ 165,000.00
200-B	DUCTILE IRON FITTINGS	1.25 TON	\$ 10,000.00	\$ 12,500.00	\$ 10,000.00	\$ 12,500.00
200-C	CONNECT FORCE MAIN TO EXISTING SEWER MANHOLE	1 EA	\$ 8,000.00	\$ 8,000.00	\$ 5,500.00	\$ 5,500.00
201-A	MOBILIZATION FOR HDD	3 EA	\$ 2,000.00	\$ 6,000.00	\$ 1,500.00	\$ 4,500.00
201-B	10" HDPE FORCE MAIN (HDD METHOD)	295 LF	\$ 125.00	\$ 36,875.00	\$ 230.00	\$ 67,850.00
210-A	PUMP STATION - STRUCTURAL COMPONENTS	1 LS	\$ 140,000.00	\$ 140,000.00	\$ 150,000.00	\$ 150,000.00
210-B	PUMP STATION - ELECTRICAL COMPONENTS	1 LS	\$ 15,000.00	\$ 15,000.00	\$ 75,000.00	\$ 75,000.00
210-C	PUMP STATION - MECHANICAL COMPONENTS	1 LS	\$ 125,000.00	\$ 125,000.00	\$ 60,000.00	\$ 60,000.00
210-D	PUMP STATION - SITE WORK	1 LS	\$ 25,000.00	\$ 25,000.00	\$ 35,000.00	\$ 35,000.00
220-A	CONVERT EXISTING PUMP STATION	1 LS	\$ 12,000.00	\$ 12,000.00	\$ 50,000.00	\$ 50,000.00
220-B	CONVERT EXISTING GRINDER STATION	1 LS	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00
230-A	8" GRAVITY SEWER PIPE	73 LF	\$ 60.00	\$ 4,380.00	\$ 100.00	\$ 7,300.00
230-B	12" GRAVITY SEWER PIPE	68 LF	\$ 75.00	\$ 5,100.00	\$ 750.00	\$ 51,000.00
230-C	CONNECT TO EXISTING SEWER MANHOLE	2 EA	\$ 5,000.00	\$ 10,000.00	\$ 4,500.00	\$ 9,000.00
500-A	PIPE BEDDING/PIPE FOUNDATION MATERIAL	150 CY	\$ 85.00	\$ 12,750.00	\$ 90.00	\$ 13,500.00
500-B	SELECT SANDY BACKFILL	1000 CY	\$ 16.00	\$ 16,000.00	\$ 18.00	\$ 18,000.00
500-C	GEOTEXTILE FABRIC	500 SY	\$ 4.00	\$ 2,000.00	\$ 4.00	\$ 2,000.00
510-A	8" LIMESTONE ROAD BASE	350 SY	\$ 30.00	\$ 10,500.00	\$ 30.00	\$ 10,500.00
510-B	HOT BITUMINOUS PAVEMENT SURFACE COURSE (12.5 MM MIX)	40 TON	\$ 300.00	\$ 12,000.00	\$ 275.00	\$ 11,000.00
510-C	HOT BITUMINOUS PAVEMENT BASE COURSE (19 MM MIX)	100 TON	\$ 300.00	\$ 30,000.00	\$ 275.00	\$ 27,500.00
510-D	SAWCUT JOINT	900 LF	\$ 3.00	\$ 2,700.00	\$ 6.00	\$ 5,400.00
510-F	VEGETATIVE COVER	2400 SY	\$ 3.00	\$ 7,200.00	\$ 2.00	\$ 4,800.00
510-G	SOLID SOD	50 SY	\$ 15.00	\$ 750.00	\$ 10.00	\$ 500.00
510-H	CONCRETE DRIVE RESTORATION	50 SY	\$ 75.00	\$ 3,750.00	\$ 160.00	\$ 8,000.00
510-I	GRANULAR DRIVE RESTORATION	20 SY	\$ 20.00	\$ 400.00	\$ 30.00	\$ 600.00
510-J	CONCRETE CURB & GUTTER RESTORATION	80 LF	\$ 60.00	\$ 4,800.00	\$ 35.00	\$ 2,800.00
510-K	MISCELLANEOUS RESTORATION	1 LS	\$ 8,000.00	\$ 8,000.00	\$ 25,000.00	\$ 25,000.00
510-O	ADJUST 8" WATER MAIN	1 LS	\$ 10,000.00	\$ 10,000.00	\$ 22,500.00	\$ 22,500.00
520-A	MAINTENANCE OF TRAFFIC	1 LS	\$ 25,000.00	\$ 25,000.00	\$ 65,000.00	\$ 65,000.00
530-A	STORMWATER MANAGEMENT	1 LS	\$ 12,000.00	\$ 12,000.00	\$ 55,000.00	\$ 55,000.00
<b>TOTAL BASE BID</b>				<b>\$ 770,705.00</b>		<b>\$ 1,089,750.00</b>
<b>ALTERNATE BID 1: PINEVILLE RD. &amp; RAILROAD INTERSECTION IMPROVEMENTS</b>						
310-A	15" HDPE CULVERT	104 LF	\$ 50.00	\$ 5,200.00	\$ 50.00	\$ 5,200.00
320-A	CONNECT TO EXISTING DRAINAGE STRUCTURE	1 EA	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00
320-B	NEW DRAINAGE STRUCTURE (SS-2 TYPE)	1 EA	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00
500-A	PIPE BEDDING/PIPE FOUNDATION MATERIAL	15 CY	\$ 85.00	\$ 1,275.00	\$ 90.00	\$ 1,350.00
500-B	SELECT SANDY BACKFILL	50 CY	\$ 16.00	\$ 800.00	\$ 18.00	\$ 900.00
510-A	8" LIMESTONE ROAD BASE	165 SY	\$ 30.00	\$ 4,950.00	\$ 30.00	\$ 4,950.00

# Minutes of February 21, 2023 Mayor and Board of Aldermen



CITY OF LONG BEACH  
**TRAUTMAN BASIN WASTEWATER IMPROVEMENTS**  
 Bid Date: February 7, 2023 at 10:00am

Bidder		DNA Underground		JLB Contractors		
MSBOC Certificate of Responsibility No.		20907-MC		21884-MC		
Addendum No. 1 Acknowledgment		YES		YES		
Bid Bond		YES		YES		
PAY ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
510-B	HOT BITUMINOUS PAVEMENT SURFACE COURSE (12.5 MM MIX)	155 TON	\$ 300.00	\$ 46,500.00	\$ 275.00	\$ 42,625.00
510-C	HOT BITUMINOUS PAVEMENT BASE COURSE (19 MM MIX)	45 TON	\$ 300.00	\$ 13,500.00	\$ 275.00	\$ 12,375.00
510-E	MILL EXISTING ASPHALT PAVEMENT	380 SY	\$ 20.00	\$ 7,600.00	\$ 50.00	\$ 19,000.00
510-F	VEGETATIVE COVER	530 SY	\$ 3.00	\$ 1,590.00	\$ 2.00	\$ 1,060.00
510-J	CONCRETE CURB & GUTTER RESTORATION	450 LF	\$ 60.00	\$ 27,000.00	\$ 35.00	\$ 15,750.00
510-L	MISCELLANEOUS DEMOLITION	1 LS	\$ 16,000.00	\$ 16,000.00	\$ 15,000.00	\$ 15,000.00
510-M	MISCELLANEOUS SITE GRADING	1 LS	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
510-N	INSTALL NEW TRAFFIC POLE & MODIFY EXIST. TRAFFIC SIGNALS	1 LS	\$ 33,500.00	\$ 33,500.00	\$ 25,000.00	\$ 25,000.00
511-A	THERMOPLASTIC CONT. YELLOW	1220 LF	\$ 8.00	\$ 9,760.00	\$ 3.00	\$ 3,660.00
511-B	THERMOPLASTIC CONT. WHITE	540 LF	\$ 8.00	\$ 4,320.00	\$ 3.00	\$ 1,820.00
511-C	THERMOPLASTIC DETAIL (ANY COLOR)	850 LF	\$ 10.00	\$ 8,500.00	\$ 5.00	\$ 4,250.00
511-D	THERMOPLASTIC LEGEND (ANY COLOR)	270 SF	\$ 10.00	\$ 2,700.00	\$ 5.00	\$ 1,350.00
<b>TOTAL ALTERNATE BID 1</b>				<b>\$ 206,195.00</b>	<b>\$ 184,590.00</b>	
<b>TOTAL BID (BASE BID + ALTERNATE BID 1)</b>				<b>\$ 976,900.00</b>	<b>\$ 1,274,340.00</b>	

(\*) - Engineer's Corrected Figures



*David Ball*  
 \_\_\_\_\_  
 DAVID BALL, P.E.  
 OVERSTREET AND ASSOCIATES, PLLC  
 MS PE NO. 16546  
 2/14/2023

\*\*\*\*\*



**Minutes of February 21, 2023  
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to approve the following Project Close Out package for City Hall HVAC; KBM Solutions, Inc.:

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



630 Delmas Ave., Suite B  
Pascagoula, MS 39567  
228-967-7137

February 14, 2023

Attn: Mayor and Board of Aldermen  
City of Long Beach  
201 Jeff Davis Ave.  
Long Beach, MS 39560

Re: **City of Long Beach  
Long Beach City Hall HVAC System Repairs (Rebid)**

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 settlement with the contractor, in accordance with the following documents:

1. Final Application for Payment No. 7 Final
2. Refund check number 3266 in the amount of \$25,390.24
3. Change Order No. 4 Summary
4. Contractor's Affidavit of Debts and Claims
5. Contractor's Release of Liens
6. Updated Certificate of Liability Insurance
7. Consent of Surety to Final Payment
8. Partially executed Certificate of Substantial Completion
9. Contractor's Letter of Warranty

We do note that the Contractor was erroneously overpaid due to errors in previous applications for payment. The contractor acknowledged the error and issued a refund check in the amount of the overpayment.

Sincerely,

David Ball, P.E.

DB:1145  
Attachment

<https://overstreetengms.sharepoint.com/sites/AllTeam/Shared Documents/docs/1145 - LB City Hall HVAC/Construction/Close out Docs/20230214 Recommend Closeout.docx>

Page 1 of 1

# Minutes of February 21, 2023 Mayor and Board of Aldermen

**APPLICATION FOR PAYMENT NO. 7 Final**

TO: City of Long Beach (OWNER)  
 Contract for: Long Beach City Hall HVAC System Repairs (Rebid) Dated: 2/10/2022  
 OWNER'S Project No.: \_\_\_\_\_ ENGINEER'S Project No.: 1145

For work accomplished through the date of: 12/20/2022  
 CURRENT CONTRACT AMOUNT: \$118,078.06

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$118,078.06
STORED MATERIALS					\$0.00
<b>TOTAL</b>			<b>\$118,078.06</b>		<b>\$118,078.06</b>
(Orig. Contract)			\$59,490.00		
CO 1			\$62,766.20		
CO 2			\$5,307.06		
CO 3			\$3,910.00		
CO 4 (Summary)			(\$13,395.20)		

Accompanying Documentation:	GROSS AMOUNT DUE	\$ 118,078.06
_____	LESS 5% RETAINAGE	\$ 0.00
_____	AMOUNT DUE TO DATE	\$ 118,078.06
_____	LESS PREVIOUS PAYMENTS	\$ 143,468.30
_____	AMOUNT DUE THIS APPLICATION	\$ (25,390.24)

**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 7 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).

**KBM Solutions, LLC**  
 113 Red Hill Church Road  
 Lumberton, MS 39455  
 Vendor # 8168

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
**CONTRACTOR**  
 By: Cory Blair

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

Dated: Feb. 14, 2023

**Overstreet & Associates, PLLC**  
 ENGINEER

\_\_\_\_\_  
 By: [Signature]



Minutes of February 21, 2023  
Mayor and Board of Aldermen

PROJECT NO. 1145

7 Final

ATTACHMENT TO PAY ESTIMATE NO.

ITEM NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE	
<b>BASE BID</b>											
SOV-1	HVAC Equipment	1	LS	\$9,500.00	100.00%	\$9,500.00	50.00	\$0.00	100.00%	\$9,500.00	
SOV-2	HVAC Labor	1	LS	1,924.00	100%	\$1,924.00	50.00	\$0.00	100.00%	\$1,924.00	
SOV-3	Ceiling/duct/demo	1	LS	1,200.00	1	\$1,200.00	50.00	\$0.00	100.00%	\$1,200.00	
SOV-4	Bond	1	LS	1,733.00	1	\$1,733.00	50.00	\$0.00	100.00%	\$1,733.00	
SOV-5	MPC	1	LS	1,733.00	1	\$1,733.00	50.00	\$0.00	100.00%	\$1,733.00	
SOV-6	Refrigerant Valves	1	LS	3,800.00	100.00%	\$3,800.00	50.00	\$0.00	100.00%	\$3,800.00	
SOV-7	Refrigerant Piping Labor	1	LS	2,000.00	100.00%	\$2,000.00	50.00	\$0.00	100.00%	\$2,000.00	
SOV-8	Refrigerant Piping Labor	1	LS	8,800.00	100.00%	\$8,800.00	50.00	\$0.00	100.00%	\$8,800.00	
SOV-9	Refrigerant Piping Labor	1	LS	8,800.00	100.00%	\$8,800.00	50.00	\$0.00	100.00%	\$8,800.00	
SOV-10	Control	1	LS	1,400.00	100.00%	\$1,400.00	50.00	\$0.00	100.00%	\$1,400.00	
SOV-11	Control Labor	1	LS	1,000.00	100.00%	\$1,000.00	50.00	\$0.00	100.00%	\$1,000.00	
SOV-12	Insulation	1	LS	8,500.00	100.00%	\$8,500.00	50.00	\$0.00	100.00%	\$8,500.00	
SOV-13	Insulation Labor	1	LS	5,000.00	100.00%	\$5,000.00	50.00	\$0.00	100.00%	\$5,000.00	
SOV-14	Electrical	1	LS	1,500.00	100.00%	\$1,500.00	50.00	\$0.00	100.00%	\$1,500.00	
SOV-15	Core Drilling	1	LS	1,400.00	100.00%	\$1,400.00	50.00	\$0.00	100.00%	\$1,400.00	
SOV-16	System Dr	1	LS	2,000.00	100.00%	\$2,000.00	50.00	\$0.00	100.00%	\$2,000.00	
CO1-1	REPAIR EXISTING ERV ("ENERGY RECOVERY VENTILATOR") FOR IMPROVEMENT TO THE HVAC DE-HUMIDIFYING PERFORMANCE, INCLUDES TEST & BALANCE FOR OUTSIDE AIR SYSTEM	1	LS	\$18,876.00	100.00%	\$18,876.00	50.00	\$0.00	100.00%	\$18,876.00	
CO1-2	INSTALL NEW HVAC SYSTEM (INCLUDING EXTERNAL CONDENSER UNIT) FOR IT ROOM ON 1ST FLOOR. INSTALL CORRECT CONTROLS AND ADDRESS SYSTEM WITH CENTRALIZED CONTROLLER FOR ENTIRE SYSTEM. REPLACE EXISTING FAILED SENSORS AND THERMISTORS. REPAIR EXISTING REFRIGERANT LEAKS, AND ADD REFRIGERANT NEEDED FOR LOSSES DUE TO EXISTING LEAKS.	1	LS	\$30,495.00	100.00%	\$30,495.00	50.00	\$0.00	100.00%	\$30,495.00	
CO1-3	2-YEAR QUARTERLY MAINTENANCE PROGRAM TO MAINTAIN THE ENTIRE CITY HALL HVAC SYSTEM, TO EXTEND PERFORMANCE AND LIFESPAN OF EQUIPMENT.	0	LS	\$13,395.20	0.00%	\$0.00	50.00	\$0.00	0.00%	\$0.00	
CO2-1	REPLACE BLOWER MOTOR IN 2ND FLOOR OFFICE (OFFICE 204)	1	LS	1,060.87	100.00%	\$1,060.87	50.00	\$0.00	100.00%	\$1,060.87	
CO2-2	REPLACE "VRF PCFY" SYSTEM IN CITY HALL DOCUMENT VAULT	1	LS	4,246.19	100.00%	\$4,246.19	50.00	\$0.00	100.00%	\$4,246.19	
CO3-1	REPLACE COMPRESSOR FOR 2ND FLOOR "MITSUBISHI" CONDENSING UNIT	1	LS	3,910.00	100.00%	\$3,910.00	50.00	\$0.00	100.00%	\$3,910.00	
<b>TOTAL BASE BID</b>				<b>\$118,078.06</b>		<b>\$118,078.06</b>	<b>\$0.00</b>		<b>\$118,078.06</b>	<b>\$118,078.06</b>	

Minutes of February 21, 2023  
Mayor and Board of Aldermen

**KBM Solutions, LLC**  
 113 Red Hill Church Rd  
 Lumberton, MS 39455  
 601-928-6483

**Keesler FCU**  
 P.O. Box 70801  
 Biloxi, MS 39534  
 66-7788-2665

3266  
 2/1/2023

PAY TO THE ORDER OF City of Long Beach \$\*\*25,390.24


Twenty-Five Thousand Three Hundred Ninety and 24/100

City of Long Beach

MEMO

⑆0003266⑆ ⑆265577585⑆9000⑆079467⑆

DOLLARS



KBM Solutions, LLC  
 City of Long Beach  
 2/1/2023  
 25,390.24

Keesler Checking (Ne...)  
 25,390.24

## Minutes of February 21, 2023 Mayor and Board of Aldermen

Change Order  
No. 4 Summary

Date of Issuance: 12/21/2022 Effective Date: \_\_\_\_\_

Project: _____	Owner: <u>City of Long Beach</u>	Owner's Contract No.: _____
Contract: <u>Long Beach City Hall - HVAC System Repairs (REBID)</u>	Date of Contract: <u>2/10/2022</u>	
Contractor: <u>KBM Solutions, LLC</u>	Engineer's Project No.: <u>1145</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. Remove Item CO1-3 two-year quarterly maintenance program from contract. This will be covered under separate agreement.
  3. Increase in contract time due to material delays.

Attachments: (List documents supporting change)

1. \_\_\_\_\_

**CHANGE IN CONTRACT PRICE:**

Original Contract Price: \$59,490.00

(Increase) in Contract Price from previous Change Orders No 1 to No. 3 \$71,983.26

Contract Price prior to this Change Order: \$131,473.26

(Decrease) in Contract Price due to this Change Order: (\$13,395.20)

Revised Contract Price incorporating this Change Order: \$118,078.06

**CHANGE IN CONTRACT TIMES:**

Original Contract Times:  Working Days  Calendar days

Substantial completion (days or date): 90

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

Change in Contract Time from previous Change Orders No 1 to No. 3

Substantial completion (days or date): 120

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

Contract Times prior to this Change Order: \_\_\_\_\_

Substantial completion (days or date): 9/26/2022

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

(Increase) in Contract Time due to this Change Order: \_\_\_\_\_

Substantial completion (days or date): 85

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

Contract Times incorporating this Change Order: \_\_\_\_\_

Substantial completion (days or date): 12/20/2022

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

RECOMMENDED: (ENGINEER)  By: <u>[Signature]</u> Date: <u>1/3/2023</u>	ACCEPTED: (CONTRACTOR)  By: <u>[Signature]</u> Date: <u>1-3-22</u>	ACCEPTED: (OWNER)  By: <u>[Signature]</u> Date: <u>1-19-23</u>
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EJCDC No. C-941 (2002 Edition)  
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the  
Associated General Contractors of America and the Construction Specifications Institute.

# Minutes of February 21, 2023 Mayor and Board of Aldermen

4 Summary

PROJECT NO. 1145

ATTACHMENT TO CHANGE ORDER NUMBER

ITEM NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	REVISED CONTRACT QUANTITY	REVISED CONTRACT AMOUNT
<b>BASE BID</b>								
1	CITY HALL HVAC SYSTEM REPAIRS	1 LS	\$ 59,490.00	\$59,490.00		\$0.00	1	\$59,490.00
CO1-1	REPAIR EXISTING ERV ("ENERGY RECOVERY VENTILATOR") FOR IMPROVEMENT TO THE HVAC DE-HUMIDIFYING PERFORMANCE; INCLUDES TEST & BALANCE FOR OUTSIDE AIR SYSTEM	1 LS	\$ 18,876.00	\$18,876.00		\$0.00	1	\$18,876.00
CO1-2	INSTALL NEW HVAC SYSTEM (INCLUDING EXTERNAL CONDENSER UNIT) FOR IT ROOM ON 1ST FLOOR. INSTALL CORRECT CONTROLS AND ADDRESS SYSTEM WITH CENTRALIZED CONTROLLER FOR ENTIRE SYSTEM. REPLACE EXISTING FAILED SENSORS AND THERMISTORS. REPAIR EXISTING REFRIGERANT LEAKS, AND ADD REFRIGERANT NEEDED FOR LOSSES DUE TO EXISTING LEAKS.	1 LS	\$ 30,495.00	\$30,495.00		\$0.00	1	\$30,495.00
CO1-3	2-YEAR QUARTERLY MAINTENANCE PROGRAM TO MAINTAIN THE ENTIRE CITY HALL HVAC SYSTEM, TO EXTEND PERFORMANCE AND LIFESPAN OF EQUIPMENT.	1 LS	\$ 13,395.20	\$13,395.20	(1)	(\$13,395.20)	0	\$0.00
CO2-1	REPLACE BLOWER MOTOR IN 2ND FLOOR OFFICE (OFFICE 204)	1 LS	\$ 1,060.87	\$1,060.87		\$0.00	1	\$1,060.87
CO2-2	REPLACE "VRF P/C/F" SYSTEM IN CITY HALL DOCUMENT VAULT	1 LS	\$ 4,246.19	\$4,246.19		\$0.00	1	\$4,246.19
CO3-1	REPLACE COMPRESSOR FOR 2ND FLOOR "MITSUBISHI" CONDENSING UNIT	1 LS	\$ 3,910.00	\$3,910.00		\$0.00	1	\$3,910.00
<b>TOTAL BASE BID:</b>				<b>\$131,473.26</b>				<b>\$131,473.26</b>
<b>TOTAL CONTRACT VALUE:</b>				<b>\$133,473.26</b>		<b>\$13,395.20</b>		<b>\$118,078.06</b>

EJCDC No. C-941 (2002 Edition)  
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# Minutes of February 21, 2023 Mayor and Board of Aldermen



## Contractor's Affidavit of Payment of Debts and Claims

<b>PROJECT:</b> <i>(Name and address)</i> Long Beach City Hall HVAC System Repairs	<b>ARCHITECT'S PROJECT NUMBER:</b> 1145	<b>OWNER</b> <input checked="" type="checkbox"/>
	<b>CONTRACT FOR:</b> Mechanical Contractor	<b>ARCHITECT</b> <input checked="" type="checkbox"/>
		<b>CONTRACTOR</b> <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> City of Long Beach	<b>CONTRACT DATED:</b> 02/10/22	<b>SURETY</b> <input type="checkbox"/>
		<b>OTHER</b> <input type="checkbox"/>

**STATE OF:** Mississippi  
**COUNTY OF:** Stone

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)*  
KBM Solutions, LLC  
113 Red Hill Church Rd  
Lumberton, MS 39455

BY   
*(Signature of authorized representative)*

Casey Blanchard, Member  
*(Printed name and title)*

Subscribed and sworn to before me on this date:

1<sup>st</sup> February 2023

Notary Public:

My Commission Expires: September 18, 2026

**CAUTION:** You should sign an original AIA Contract Document on which this text appears in RED. An original assent (IR) changes will not be obscured.

AIA Document G706™ - 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, 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](mailto:copyright@aia.org)



**Minutes of February 21, 2023  
Mayor and Board of Aldermen**

Document G706A

*Contractor's Affidavit of Release of Liens*

<b>PROJECT:</b> <i>(Name and address)</i> Long Beach City Hall HVAC System Repairs	<b>ARCHITECT'S PROJECT NUMBER:</b> 1145 <b>CONTRACT FOR:</b> Mechanical Contractor	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input type="checkbox"/> <b>SURETY:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> City of Long Beach	<b>CONTRACT DATED:</b> 02/10/2022	

**STATE OF:** Mississippi  
**COUNTY OF:** Stone

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:**  
 None

**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)*


KBM Solutions, LLC  
 113 Red Hill Church Rd  
 Lumberton, Ms 39455

BY:

  
*(Signature of authorized representative)*  
 Casey Blanchrd, Member  
*(Printed name and title)*

Subscribed and sworn to before me on this date:

1<sup>st</sup> February 2023

Notary Public:   
 My Commission Expires: September 18, 2026



## Minutes of February 21, 2023 Mayor and Board of Aldermen



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/1/2023

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

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

<b>PRODUCER</b> Cadence Insurance, Inc. 760 Howard Ave, 2nd Floor Biloxi MS 39530-3820	<b>CONTACT NAME:</b> Patricia Andrews <b>PHONE (A/C, No, Ext):</b> 228-436-5041 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Patricia.andrews@cadenceinsurance.com
<b>INSURED</b> KBM Solutions, LLC 113 Red Hill Church Road Lumberton MS 39455	<b>INSURER(S) AFFORDING COVERAGE</b> License#: PC-1092395 <b>INSURER A:</b> Tri-State Insurance Company of Minnesota <b>NAIC #</b> 31003 KBMSOLU-02 <b>INSURER B:</b> NorGUARD Insurance Company      31470 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER: 386498110**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRC-JECT <input type="checkbox"/> LOC <input type="checkbox"/> QTH-ER		ADL452544940	5/3/2022	5/3/2023	EACH OCCURRENCE      \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$ 1,000,000 MED EXP (Any one person)      \$ 10,000 PERSONAL & ADV INJURY      \$ 1,000,000 GENERAL AGGREGATE      \$ 2,000,000 PRODUCTS - COM/OP AGG      \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		ADL452544940	5/3/2022	5/3/2023	COMBINED SINGLE LIMIT (Ea accident)      \$ 1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$		ADL452544940	5/3/2022	5/3/2023	EACH OCCURRENCE      \$ 1,000,000 AGGREGATE      \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	KBWC331780	7/21/2022	7/21/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT      \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE      \$ 1,000,000 E.L. DISEASE - POLICY LIMIT      \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Workers Compensation Excluded officer: Casey Blanchard  
 RE: Long Beach City Hall - HVAC System Repairs  
  
 General Liability & Auto Liability policies include attached automatic additional insured endorsements applicable as required by written contract.

<b>CERTIFICATE HOLDER</b>  City of Long Beach PO Box 929 Long Beach MS 39560	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Minutes of February 21, 2023  
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**IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS**

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

**IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSURED/WAIVERS**

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



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**COMMERCIAL GENERAL LIABILITY  
CL CG 04 92 10 18**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**GENERAL LIABILITY ULTRA PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SUMMARY OF COVERAGE EXTENSIONS**

Provision	Name Of Coverage Extension	Included or Limit of Insurance
<b>A.</b>	Miscellaneous Additional Insureds	Included
<b>B.</b>	Expected Or Intended Injury Or Damage	Included
<b>C.</b>	Knowledge Of Occurrence	Included
<b>D.</b>	Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)	\$300,000
<b>E.</b>	Medical Payments	See Declarations
<b>F.</b>	Mobile Equipment Redefined	Included
<b>G.</b>	Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage	Included
<b>H.</b>	Who Is An Insured – Amendment	Included
<b>I.</b>	Non-Owned Watercraft (Increased to maximum length of less than 51 feet)	Included
<b>J.</b>	Supplementary Payments – Increased Limits	
	1. Bail Bonds	\$ 3,000
	2. Loss Of Earnings	\$ 1,000
<b>K.</b>	Unintentional Omission Or Unintentional Error In Disclosure	Included
<b>L.</b>	Waiver Of Transfer Of Rights Of Recovery Against Others	Included
<b>M.</b>	Liberalization Clause	Included
<b>N.</b>	Incidental Medical Malpractice	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

**A. MISCELLANEOUS ADDITIONAL INSUREDS**

1. **Section II – Who Is An Insured** is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(9)** below when you and such person or organization have agreed

in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, provided that:

- a. The written contract or written agreement is:
  - (1) Currently in effect or becoming effective during the term of this policy; and
  - (2) Fully executed by you and the additional insured prior to the "bodily

**CL CG 04 92 10 18**

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**Page 1 of 8**

## Minutes of February 21, 2023 Mayor and Board of Aldermen

injury", "property damage" or "personal and advertising injury".

- b.** The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.
- c.** Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

**(1) Persons or Organizations For Whom Operations Are Performed**

- (a)** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured to your policy; and
- (b)** Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph **(a)** above.
- (c)** Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (i)** Your acts or omissions; or
- (ii)** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

- (d)** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (i)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

**(1.1)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**(1.2)** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

**(ii)** "Bodily injury" or "property damage" occurring after:

**(1.1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**(1.2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**(2) Managers Or Lessors Of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to

## Minutes of February 21, 2023 Mayor and Board of Aldermen

you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

### (3) Mortgagee, Assignee Or Receiver

A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a covered premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

### (4) Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

### (5) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written

contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

### (6) State, Municipality, Governmental Agency Or Subdivision Or Other Political Subdivision – Permits Or Authorizations Relating To Premises

Any state, municipality, governmental agency or subdivision or other political subdivision subject to the following additional provisions:

(a) This insurance applies only with respect to:

(i) The following hazards for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(1.1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(1.2) The construction, erection or removal of elevators; or

(1.3) The ownership, maintenance or use of any elevators covered by this insurance.

(ii) Operations performed by you or on your behalf for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization.

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**(b)** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality, governmental agency or subdivision or other political subdivision.

**(7) Controlling Interest**

Any person(s) or organization(s) with a controlling interest in the Named Insured but only with respect to their liability arising out of:

- (a)** Their financial control of you; or
- (b)** Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such person(s) or organization(s).

**(8) Co-Owner Of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

**(9) Vendors**

**(a)** Any person(s) or organization(s) (referred to as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

- (I)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;
- (II)** Any express warranty unauthorized by you;

**(III)** Any physical or chemical change in the product made intentionally by the vendor;

**(IV)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

**(V)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

**(VI)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

**(VII)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

**(VIII)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

**(1.1)** The exceptions contained in Sub-paragraphs **(IV)** or **(VI)**; or

**(1.2)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make

## Minutes of February 21, 2023 Mayor and Board of Aldermen

in the usual course of business, in connection with the distribution or sale of the products.

- (b) This insurance does not apply to any insured person or organization, from whom you have acquired products, or any ingredient, part or container, entering into, accompanying or containing such products.
2. With respect to coverage provided by this Provision **A. Miscellaneous Additional Insureds**, the following additional provisions apply:
- a. Any insurance provided to an additional insured designated under Paragraphs **A.1.c.(1)** through **A.1.c.(8)** above does not apply:
- (1) To "bodily injury" or "property damage" included within the "products-completed operations hazard"; or
- (2) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.
- b. The insurance afforded to such additional insured only applies to the extent permitted by law.
- c. The insurance afforded to such additional insured will not be broader than that which you are required to provide by the written contract or written agreement.
3. With respect to the insurance afforded to the additional insureds within this Provision **A. Miscellaneous Additional Insureds**, the following is added to **Section III – Limits Of Insurance**:
- The most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the written contract or written agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

### B. EXPECTED OR INTENDED INJURY OR DAMAGE

Exclusion **2.a. Expected Or Intended Injury of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

#### a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

### C. KNOWLEDGE OF OCCURRENCE

Paragraph **2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:
- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A manager, if you are a limited liability company; or
- (4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

- (i) How, when and where the "occurrence" or offense took place;
- (ii) The names and addresses of any injured persons and witnesses; and
- (iii) The nature and location of any injury or damage arising out of the "occurrence" or offense.

### D. LEGAL LIABILITY – DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, the last paragraph (after the exclusions) is deleted and replaced by the following:

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Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance.**

2. The paragraph immediately after Subparagraph **J.(6)** of Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance.**

3. Paragraph **6.** of **Section III – Limits Of Insurance** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, the greater of:

- a. \$300,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations,

is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, "smoke", leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

4. Subparagraph **b.(1)(a)(ii)** of Paragraph **4. Other Insurance of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

- (ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to

you or temporarily occupied by you with permission of the owner;

5. Subparagraph **a.** of Definition **9.** "Insured contract" of **Section V – Definitions** is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

6. As used in this Provision **D. Legal Liability – Damage To Premises Rented To You:**

"Smoke" does not include smoke from agricultural smudging, industrial operations or "hostile fire".

**E. MEDICAL PAYMENTS**

The Medical Expense Limit is changed, subject to the terms of **Section III – Limits Of Insurance**, to the Medical Expense Limit shown in the Declarations.

**F. MOBILE EQUIPMENT REDEFINED**

Subparagraph **f.(1)** of Definition **12.** "Mobile equipment" of **Section V – Definitions** is deleted and replaced by the following:

- (1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

**G. NEWLY FORMED OR ACQUIRED ORGANIZATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY AND EXTENDED PERIOD OF COVERAGE**

Paragraph **3.** of **Section II – Who Is An Insured** is deleted and replaced by the following:

3. Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or:

- a. Majority interest of more than 50% if you are a corporation;
- b. Majority interest of more than 50% as a general partner of a newly acquired or formed partnership; and/or

## Minutes of February 21, 2023 Mayor and Board of Aldermen

- c. Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

- (i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;
- (ii) **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;
- (iii) **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;
- (iv) Coverage applies only when operations of the newly acquired organization, partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;
- (v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and
- (vi) Coverage only applies for those partnerships who have established a date of formation as recorded within a written partnership agreement or partnership certificate.

#### H. WHO IS AN INSURED – AMENDMENT

The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any:

- a. Current partnership or limited liability company, unless otherwise provided for under Paragraph 3. of **Section II – Who Is An Insured**;
- b. Current joint venture; or

- c. Past partnership, joint venture or limited liability company;

that is not shown as a Named Insured in the Declarations.

#### I. NON-OWNED WATERCRAFT

Subparagraph (2) of **Exclusion 2.g. Aircraft, Auto Or Watercraft of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge.

#### J. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

**Section I – Supplementary Payments – Coverages A And B** is changed as follows:

1. The limit shown in Paragraph 1.b. for the cost of bail bonds is changed from \$250 to \$3,000; and
2. The limit shown in Paragraph 1.d. for loss of earnings because of time off from work is changed from \$250 a day to \$1,000 a day.

#### K. UNINTENTIONAL OMISSION OR UNINTENTIONAL ERROR IN DISCLOSURE

The following provision is added to Paragraph 6. **Representations of Section IV – Commercial General Liability Conditions**:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

#### L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the

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person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

**M. LIBERALIZATION CLAUSE**

The following is added to **Section IV – Commercial General Liability Conditions**:

If we adopt a mandatory attachment form change which broadens coverage under this edition of the Commercial General Liability CG0001 for no additional charge, and those changes are intended to apply to all insureds under this edition of CG0001, that change will automatically apply to your insurance as of the date we implement the change in your state. This liberalization clause does not apply to changes implemented through introduction of a subsequent edition of the Commercial General Liability form CG0001.

**N. INCIDENTAL MEDICAL MALPRACTICE**

1. Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow Paragraph **4.b.** of **Section IV – Commercial General Liability Conditions**.



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COMMERCIAL GENERAL LIABILITY  
CL CG 20 62 09 16

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS:  
AUTOMATIC STATUS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Additional Insured(s)**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you have agreed to add as an additional insured on your policy in a written contract or written agreement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".
2. The insurance afforded to such additional insured(s) described in Paragraph 1. above is subject to each of the following additional provisions:
  - a. The coverage provided to the additional insured by this endorsement does not apply to "bodily injury" or "property damage" beyond:
    - (1) The period of time required by the written contract or written agreement described in Paragraph 1. above, or 10 years from the date of the completion of "your work" described in Paragraph 1. above, whichever is less; or
    - (2) Two years from the date of the completion of "your work" described in Paragraph 1. above, if the written contract or written agreement does not specify the period of time.
  - b. The insurance afforded to the additional insured(s) only applies to the extent permitted by law.

c. The written contract or written agreement must have been executed prior to when the "bodily injury" or "property damage" occurs.

**d. The following is added to Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured(s) is the amount of insurance:

(1) Required by the written contract or written agreement described in Paragraph 1. above; or

(2) Available under the applicable Limits of Insurance shown in the Declarations of this policy or coverage part;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations of this policy or coverage part.

**B. Professional Liability Exclusion**

With respect to coverage provided by this endorsement, the following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to "bodily injury" or "property damage" arising out of:

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### Professional Liability

Having rendered or having failed to render any professional architectural, engineering or surveying services, including:

1. The preparation, approval, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in having supervised, hired, employed, trained or monitored others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

### C. Duties In Event Of Occurrence, Claim Or Suit

With respect to the coverage provided by this endorsement, the following replaces Paragraphs 2.a. and 2.b. of Section IV – Commercial General Liability Conditions:

a. You and any additional insured must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence".

b. If a claim is made or "suit" is brought against any insured, the insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

The insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

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22-01



Consent Of Surety to Final Payment

Bond # 5957032

<b>PROJECT:</b> <i>(Name and address)</i> Long Beach City Hall - HVAC System Repairs (REBID) - Long Beach, Mississippi	<b>ARCHITECT'S PROJECT NUMBER:</b>	<b>OWNER:</b> <input type="checkbox"/>
	<b>CONTRACT FOR:</b> Construction	<b>ARCHITECT:</b> <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> City of Long Beach P O Box 929 Long Beach, MS 39560	<b>CONTRACT DATED:</b>	<b>CONTRACTOR:</b> <input type="checkbox"/>
		<b>SURETY:</b> <input type="checkbox"/>
		<b>OTHER:</b> <input type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*  
**Old Republic Surety Company**  
**P.O. Box 1635**  
**Milwaukee, WI 53201**

, SURETY,

on bond of  
*(Insert name and address of Contractor)*  
**KBM Solutions, LLC**  
**113 Red Hill Church Road**  
**Lumberton, MS 39455**

, CONTRACTOR,

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

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **November 7th, 2022**  
*(Insert in writing the month followed by the numeric date and year.)*

**Old Republic Surety Company**  
*(Surety)*

*Kathleen B. Scarborough*  
*(Signature of authorized representative)*

**Kathleen B. Scarborough, Attorney-in-Fact**  
*(Printed name and title)*

Attest: *Susan Skyrrett*  
*(Seal)*

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## OLD REPUBLIC SURETY COMPANY

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: TROY WAGNER, JIM E. BRASHIER, TED JONES, DAVID FORTENBERRY, MARY NORVAL, KIM BARNUM, KATHLEEN B. SCARBOROUGH, DEWEY B. MASON, SUSAN M. SKRUMETTA, JOSEPH R. BLATNIK, USA R. BUTLER, PATRICK T. MASON, CHRIS HOON, SHARON TULIN, CHARLOTTE A. RAMSEY, IESSIE R. ANDERSON, DEBBIE DUNAWAY, JAMES ELEY BRASHIER of GOLFPORT, MS

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

### ALL WRITTEN INSTRUMENTS

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

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

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

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16th day of September, 2022.

  
Assistant Secretary



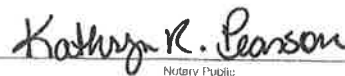
OLD REPUBLIC SURETY COMPANY

  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 16th day of September, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public:

My Commission Expires: September 28, 2026

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

### CERTIFICATE

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

87-0829



Signed and sealed at the City of Brookfield, WI this 7th day of November, 2022

  
Assistant Secretary

ORS 22262 (3-06)

BXS INSURANCE, INC.

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CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT Long Beach City Hall  
HVAC System Repairs (Rebid)  
DATE OF ISSUANCE December 28, 2022

OWNER City of Long Beach  
OWNER'S Contract No.  
CONTRACTOR KBM Solutions, LLC. 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 KBM Solutions, LLC.  
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

12/20/2022  
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.

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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 February 1, 2023

Overstreet & Associates, PLLC.

ENGINEER

By: [Signature]  
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on \_\_\_\_\_

KBM Solutions, LLC.

CONTRACTOR

By: [Signature]

OWNER accepts this Certificate of Substantial Completion on \_\_\_\_\_

City of Long Beach

OWNER

By: \_\_\_\_\_  
(Authorized Signature)

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



**OVERSTREET  
& ASSOCIATES  
CONSULTING ENGINEERS**

630 Delmas Ave., Suite B  
Pascagoula, MS 39567  
228-967-7137

**LB City Hall HVAC Punchlist  
12/22/2022**

**LB City Hall HVAC:**

**Outdoor Equipment Area:**

1. Final cleanup of minor items.
2. Secure control wire – do not cinch with zip ties and deform insulation.
3. Several areas require touch up of white Armaflex coating – inspection and insure all of insulation is painted thoroughly.

**Attic Area:**

4. Clean up area of debris associated with work.
5. If available, share parts list and O&M of ERV (not in contract). All equipment set, started, and operating. Noted for Owners that the timer for ERV will be set for 7:30 to 7:30. If power is lost then the mechanical clock drops back the same amount of time and will need resetting.
6. Make final belt adjustments.

**IT Unit:**

7. Caulk seal around fine hide penetration at top.

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Contractor's letter of warranty

To: City of Long Beach

Date: 12/21/22

Please accept this letter of guarantee for work performed at Long Beach City Hall.

This guarantee consists of a 1-year warranty on parts and labor on the Mechanical System provided and installed by KBM Solutions, LLC.

Contractor:  
KBM Solutions, LLC  
113 Red Hill Church Rd  
Lumberton, MS 39455

State of: Mississippi  
County of: Stone

*Casey Blanchard*  
BY: Casey Blanchard  
Title: Member



Subscribed and sworn to before me this 3rd day of January 2023  
Notary Public: *Katherine E. Holcomb*  
My Commission Expires: Sept 18, 2026

KBM Solutions, LLC  
113 Red Hill Church Rd. Lumberton, MS 39455  
Office: 601-928-6493 Fax: 601-928-5216  
[casey@kbmsolution.com](mailto:casey@kbmsolution.com)      [ken@kbmsolution.com](mailto:ken@kbmsolution.com)      [katie@kbmsolution.com](mailto:katie@kbmsolution.com)  
CALL: 601.928.6782      CALL: 601.928.6786      CALL: 601.928.6782

\*\*\*\*\*

Public Works Director Joe Culpepper apprised the Board of an approximate 30 foot section of Paula Drive that was sloughing off into the ditch. It was the consensus of the Board for additional information to be provided including an estimate, at the next meeting on March 7, 2023.

\*\*\*\*\*

Recreation Director Bob Paul apprised the Board that the transfer switch for the senior center generator had finally arrived and would take 2 to 3 days to be installed.

\*\*\*\*\*



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The Mayor and Board of Aldermen took up the matter of assessing the costs of cleaning property located at 18132 Allen Road, Long Beach, Mississippi. After a discussion of the subject, Alderman Frazer offered and moved the adoption of the following Resolution and Order:

**RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI ASSESSING THE COSTS OF CLEANING CERTAIN PROPERTY LOCATED AT 18132 ALLEN ROAD, LONG BEACH, MISSISSIPPI, PREVIOUSLY ADJUDICATED BY THE CITY TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY, AND ORDERING SAME TO BE ENROLLED AS A LIEN AGAINST THE PROPERTY, AND THE PROPERTY TO BE SOLD FOR COLLECTION OF SAME BY THE COLLECTOR OF MUNICIPAL TAXES AND THE NEXT SALE CONDUCTED BY SUCH TAX COLLECTOR FOR SUCH PURPOSES, AND RELATED PURPOSES.**

WHEREAS, the Mayor and Board of Aldermen having made due investigation therefore do now find, determine, declare and order as follows:

1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 18132 Allen Road, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of March 1, 2022, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanliness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be held April 5, 2022, and directed notice of said hearing be served on the owner of said property in the manner as provided by said MCA Section 21-19-11;

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2. That such hearing was conducted on April 5, 2022, having previously served the owner of said property, either by registered mail as is evidenced by the return receipt included in the materials produced at said hearing, or by personal service by police officer as evidenced by the return of service of such police officer, or by posting and publication of same, such service being in accordance with said MCA Section 21-19-11, and proof of same being spread upon the minutes of the Governing Authorities taken of such hearing;

3. That the Mayor and Board of Aldermen having considered testimony evidence adduced at hearing regarding the condition of the subject property and the observations of individual Aldermen concerning the condition of the subject property in its condition on the date of hearing, and being fully advised in the premises, did find and adjudicate on the hearing date that the property was in such a state of uncleanness as to be a menace to the public health and safety of the community;

4. That having adjudicated such property to be in such a state of uncleanness as to be a menace to the public health and safety of the community, notice of such adjudication was provided to the owner of same in accordance with the Resolution and as required by law, proof of which is attached hereto as Exhibit A, without action by the owner to resolve and remedy the condition of said property in the time allowed in accordance with Miss. Code Annotated Section 21-19-11, the City thereupon proceeded to cause same to be cleaned as allowed by law.

5. That it is now the intention of the City of Long Beach, in accordance with Miss. Code Annotated Section 21-19-11 to assess the costs of such cleanup against the property, to impose a lien against the said property as allowed by law, to cause such assessment to be a lien against the property and enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

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**Mayor and Board of Aldermen**

6. That further, the City desires that tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

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

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 18132 Allen Road, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0611J-01-071.000, and according to said tax records is owned by International Sangha Bhiksu Buddhist Association, having heretofore been adjudicated to be a menace to the public health and safety of the community in accordance with Miss. Code Annotated Section 21-19-11, and the owner of same failing to have same cleaned as required within the time allowed by law; and same being thereupon cleaned by the City, the City does hereby assess the costs of such cleanup against the property, does hereby impose same as a lien against the property as allowed by law, and does hereby order and direct such lien against the property to be enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

2. That further, the City hereby orders and directs the tax collector of the municipality proceed to sell the land to satisfy the lien now imposed at its next tax sale date as provided by law for the sale of lands for delinquent municipal taxes.

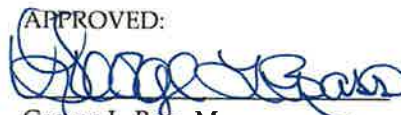
3. The fine assessed and imposed hereby is in the TOTAL amount of \$17,615.40, \$11,743.60 being the cost of such clean up in accordance with the attached Exhibit A, together with a penalty of \$5,871.80, being not more than either One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost of clean-up, whichever is greater, as allowed by law, all to be assessed against the said parcel of land.

# Minutes of February 21, 2023 Mayor and Board of Aldermen

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

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

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 21<sup>st</sup> day of February, 2023.

APPROVED:  
  
George L. Bass, Mayor

ATTEST:

  
Stacey Dahl, City Clerk

\*\*\*\*\*

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to order the previously adjudicated property at 106 Lang Avenue and assessed to Celestial International Holdings LLC to be recleaned.

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Alderman McCaffrey made motion seconded by Alderman Frazer to order the previously adjudicated property at 106 N Lang Avenue and assessed to Lloyd S. Bullard, Jr. to be recleaned, after discussion Alderman Bennett offered a substitute motion seconded by Alderman McGoey and unanimously carried to order the previously adjudicated property at 106 N Lang Avenue and assessed to Lloyd S. Bullard, Jr. to be recleaned including removal of the shed on the property.

\*\*\*\*\*

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to order the previously adjudicated property at 0 Lang Avenue and assessed to William Stanley & Paula Ross to be recleaned.

\*\*\*\*\*

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to order the previously adjudicated property at 0 Lang Avenue and assessed to Mark Burns to be recleaned.

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**Minutes of February 21, 2023  
Mayor and Board of Aldermen**

There came on for discussion the following letter from Building Official Mike Gundlach regarding 100 LaRosa Road:

**City of Long Beach**



February 17, 2023

Ref: Sheila Ladner  
100 LaRosa Road

Mayor and Board of Aldermen,

On November 15, 2022, the Board of Aldermen adjudicated the property located at 100 LaRosa Road and granted Ms. Ladner thirty (30) additional days to bring the property into compliance. To date, I see no visible evidence of anything being done to the property to bring it into compliance.

I respectfully request clarification as to exactly what direction I am to give Public Works Director, Joe Culpepper, in regards to cleaning the property.

Thanking you in advance for your consideration.

Sincerely,

Mike Gundlach  
Building Official

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

After further discussion, and upon the advice of City Attorney Steve Simpson, Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to move forward with court proceedings on all property owners at 100 LaRosa Road.

\*\*\*\*\*

**Minutes of February 21, 2023  
Mayor and Board of Aldermen**

There came on for discussion the following letter from Building Official Mike Gundlach regarding 307 W Old Pass Road:

City of Long Beach



February 17, 2023

Ref: Roy and Gwen Tootle  
Curtis Nissen  
307 W. Old Pass Road

Mayor and Board of Aldermen,

On November 15, 2022, the Board of Aldermen adjudicated the properties located at 307 W. Old Pass Road and granted the owners thirty (30) additional days to bring the properties into compliance. I initially noted a minimal amount of activity on the properties toward bringing them into compliance and then it stopped.

In researching prior derelict properties in which the owner resides on the property, I noticed the city's stance was to cite the property owner and have them appear before the Judge in "environmental court". The property owner would then be fined and court ordered to bring the property into compliance. Is this perhaps the direction we should take when a property owner resides on the property?

Incidentally, Mr. Nissen does not reside on the property.

I respectfully request clarification as to exactly what direction I am to give Public Works Director Joe Culpepper, in regards to cleaning the property with the property owner residing on the property.

Thanking you in advance for your consideration.

Sincerely,

Mike Gundlach  
Building Official

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www.cityoflongbeachms.com

Mayor Bass recognized Mr. Curtis Nissen who explained that he had previously granted Mr. & Mrs. Tootle permission to use the empty lot to plant a garden not for storage. After continued discussion, Alderman Brown made motion seconded by Alderman McGoey and unanimously carried to grant Mr. Nissen 45 days to allow him time to send a demand letter to Mr. & Mrs. Tootle to remove all items from his property.

\*\*\*\*\*

**Minutes of February 21, 2023  
Mayor and Board of Aldermen**

The Mayor recognized the City Attorney for his report, whereupon no action was required or necessary.

\*\*\*\*\*

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