

**Minutes of August 16, 2022
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF AUGUST 16, 2022
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

- I. **CALL TO ORDER**
- II. **INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL AND ESTABLISH QUORUM**
- IV. **PUBLIC HEARINGS**
 - 1. **FY 2022-2023 Budget**
- V. **ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
 - 1. **American Legion; Law Enforcement Officer & Firefighter of the Year**
- VI. **AMENDMENTS TO THE MUNICIPAL DOCKET**
- VII. **APPROVE MINUTES:**
 - 1. **MAYOR AND BOARD OF ALDERMEN**
 - a. **August 2, 2022 Regular**
 - b. **August 9, 2022 Work Session**
 - 2. **PLANNING AND DEVELOPMENT COMMISSION**
 - a. **August 11, 2022 Regular**
- VIII. **APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. **081622**
- IX. **UNFINISHED BUSINESS**
 - 1. **Evacuation Route**
 - 2. **ARPA Premium Pay**
- X. **NEW BUSINESS**
 - 1. **Special Event App & Fee Waiver – LB School District; Homecoming Parade**
 - 2. **Letter of Engagement – Right-of-Way Technology; Klondyke/Commission Imp.**
 - 3. **Grant Agreement – Library Health & Life Insurance**
- XI. **DEPARTMENTAL BUSINESS**
 - 1. **MAYOR'S OFFICE**
 - 2. **PERSONNEL**
 - a. **Police Dept – Step Increase (7); Resignation (1)**
 - b. **Fire Dept – Promotion (1)**
 - c. **General Admin – Resignation (1)**
 - d. **Library – Education Pay (1)**
 - e. **Recreation – New Hire (3)**
 - 3. **CITY CLERK**
 - a. **Revenue/Expense Report July 2022**
 - 4. **FIRE DEPARTMENT**
 - a. **Professional Services – Fire Station #3; Overstreet & Associates**
 - 5. **POLICE DEPARTMENT**
 - a. **Memorandum of Understanding; U.S. Naval Criminal Investigative Service**
 - b. **Maintenance Agreement; Geiger – Police Dept HVAC**
 - 6. **ENGINEERING**
 - a. **Completion Bond Release – The Enclave Phase II**
 - b. **Closeout – Public Works Roof; Contracting 24-7**
 - c. **Authorize Advertisement LB Harbor – SE Shoreline Bulkhead**
 - d. **Award Harbormaster Building Repairs – David Rush Construction**
 - e. **Award 2022 Sewer Rehabilitation – Suncoast Infrastructure**
 - f. **Closeout – St. Charles Ave Drainage Imp; Gulf Coast Solutions. LLC**
 - 7. **PUBLIC WORKS**
 - 8. **RECREATION**
 - 9. **BUILDING OFFICE**
 - 10. **HARBOR**
 - 11. **DERELICT PROPERTIES**
- XII. **REPORT FROM CITY ATTORNEY**
- XIII. **ADJOURN (OR) RECESS**

Be it remembered that a public hearing before the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held, at 5:00 o'clock p.m., Tuesday, the 16th day of August, 2022, in the Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, and the same being the time, date and place fixed by order of the Mayor and Board of Aldermen for holding said public hearing.

There were present and in attendance on said board and at the public hearing the following named persons: Mayor George L. Bass, Aldermen Donald Frazer, Patrick

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Bennett, Bernie Parker, Angie Johnson, Mike Brown, Pete L. McGoey, Deputy City Clerk
Kini Gonsoulin, and City Attorney Stephen B. Simpson, Esq.

Absent the public hearing was Alderman Timothy McCaffrey, Jr.

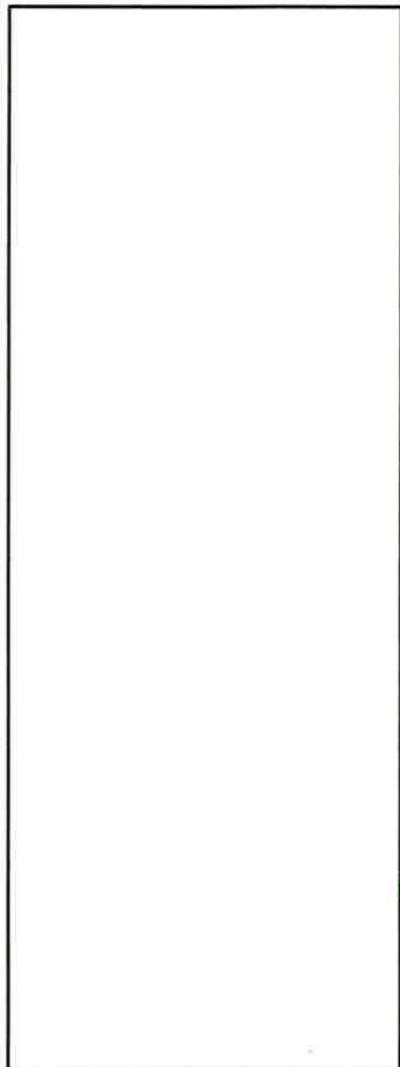
There being a quorum present sufficient to transact the business of this public
hearing, the following proceedings were had and done.

The public hearing on the Proposed Budget and Proposed Tax Levies for Fiscal
Year 2022-2023 was called to order.

The Clerk reported that, pursuant to that certain order of the Mayor and Board of
Aldermen at a regular meeting duly held and convened on June 21, 2022, she did cause
to be published in the Gazebo Gazette, a newspaper with a general circulation in the City
of Long Beach and published in Harrison County, Notice of Public Hearing as evidenced
by the Publisher's Proof of Publication.

Alderman Parker made motion seconded by Alderman Frazer and unanimously
carried to spread said Proof of Publication upon the record of this public hearing in words
and figures, as follows:

Proof of Publication



STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY appeared before me the
undersigned notary in and for said County and
State, HUNTER DAWKINS, publisher of THE
GAZEBO GAZETTE, a newspaper printed and
published in Harrison County, who being duly
sworn, deposes and says the publication of this
notice hereunto attached has been made to the said
publication _____ weeks in the following numbers
and on the following dates of such paper:

Vol. XVII No. 31 dated 5 day of August, 2022

Vol. XVI No. 32 dated 12 day of August, 2022

Vol. ___ No. ___ dated ___ day of ___, 20__

Vol. ___ No. ___ dated ___ day of ___, 20__

Vol. ___ No. ___ dated ___ day of ___, 20__

Vol. ___ No. ___ dated ___ day of ___, 20__

Vol. ___ No. ___ dated ___ day of ___, 20__

Vol. ___ No. ___ dated ___ day of ___, 20__

Affiant further states on oath that said newspaper
has been established and published continuously in
said county for period of more than twelve months
prior to the first publication of said notice.

Hunter Parker
Publisher

Sworn to and subscribed before me this 10 day of
August, A.D. 2022

El Bowers
Notary Public



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**NOTICE OF A PUBLIC HEARING ON THE
PROPOSED BUDGET AND PROPOSED
TAX LEVIES FOR THE UPCOMING FISCAL
YEAR FOR LONG BEACH, MISSISSIPPI**

The City of Long Beach, Mississippi, will hold a public hearing on its proposed budget and proposed tax levies for the fiscal year beginning October 1, 2022 and ending September 30, 2023, on Tuesday, August 16, 2022, at 5:00 o'clock p.m. in the City Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi, 39560.

The City of Long Beach is now operating with projected total budget revenue of \$18,792,417; 34% or \$6,365,258 of such revenue is obtained through ad valorem taxes. For the next fiscal year, the proposed budget has total projected revenue of \$19,165,066. Of that amount, 34% or \$6,455,313 is proposed to be financed through a total ad valorem tax levy.

The decision to not increase the total ad valorem tax millage rate for fiscal year October 1, 2022 through September 30, 2023, means you will not pay more in ad valorem taxes on your home, automobile tag, utilities, business fixtures and equipment and rental real property, unless the assessed value of your property has increased for fiscal year October 1, 2022, through September 30, 2023.

A millage rate of 42.99 will produce the same amount of revenue from ad valorem taxes as was collected the prior year. The millage rate for the prior year was 48.98.

Any citizen of the City of Long Beach, Mississippi, is invited to attend this public hearing on the proposed budget and tax levies for fiscal year beginning October 1, 2022, through September 30, 2023 and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.

* * *

The Mayor opened the floor for public comments, and no one came forward.

* * *

There being no public comments, Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to close the public hearing.

Be it remembered that a regular meeting of the Mayor and Board of Aldermen, Long Beach, Mississippi, was begun and held at 5:00 o'clock p.m., Long Beach City Hall Meeting Room, 201 Jeff Davis Avenue, in said City, it being the third Tuesday in August, 2022, and the same being the time, date and place fixed by Laws of the State of Mississippi and ordinance of the City of Long Beach for holding said meeting.

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

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Absent the meeting was Aldermen Timothy McCaffrey, Jr.

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

Mayor Bass recognized Mr. Charles Martinek of the American Legion Post #1995 who presented plaques to Detective Brad Gross for Law Enforcement Officer of the Year and to Lee Jordan for Firefighter of the Year.

Alderman Frazer made motion seconded by Alderman McGoey and unanimously carried to approve the Regular minutes of the August 2, 2022 meeting and Work Session minutes of the August 9, 2022 meeting of the Mayor and Board of Aldermen, as submitted.

Alderman Johnson made motion seconded by Alderman Frazer to approve the Regular minutes of the Planning & Development Commission dated August 11, 2022, as submitted. After discussion, Alderman Frazer offered a substitute motion seconded by Alderman Brown and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated August 11, 2022, as submitted with the exception of the Completion Bond value for Castine Pointe Phase 6, to be replaced with the following lower completion bond amount:

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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

August 16, 2022

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

RE: Castine Pointe Ph. 6 – Final Plat Approval / Completion Bond value

Ladies and Gentlemen:

At the time of the latest Planning Commission meeting last Thursday night, we estimated a completion bond value of approximately \$39,000 to protect the City's interests in the satisfactory completion of all elements of the subdivision. Since that time, the developer has made significant effort at completing the items on the completion bond list. Today, they have proposed a revised completion bond value of \$12,850 along with their statement of completed items. We haven't had a chance to thoroughly examine the completion status of each of the items, but we do note that there is evidence of work being performed on-site and that many of the items have been at least partially completed, if not fully satisfied.

Therefore, in recognition of the work performed, we feel comfortable recommending a lowered completion bond amount as indicated in the attached list provided by the developer. While we don't yet feel comfortable acknowledging that each item noted as "completed" on the list is actually complete, we do recognize that the amount of work remaining is significantly less than noted last week. If it pleases the City, we would take no exception in lowering the value of the completion bond to \$12,850, which is the amount indicated in the hand-written list attached hereto. Any change of the completion bond amount should have no bearing on the warranty bond amount detailed in the letter reviewed by the Planning Commission.

If you have any questions about this matter, please contact us.

Sincerely,

David Ball, P.E.

DB:539
Attachment

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LONG BEACH - CASTINE POINTE PH. 6
2-YEAR COMPLETION BOND ESTIMATE - 8/11/2022

DESCRIPTION	QUANTITY	UNIT COST	EXTENSION	
ENSURE TRACER WIRE CONNECTIVITY.	1 LS	\$ 500.00	\$ 500.00	✓ completed
ENSURE ALL SINKHOLES AROUND WATER AND SEWER SERVICES ARE FILLED AND COMPACTED.	1 LS	\$ 500.00	\$ 500.00	✓ completed
REMOVE EROSION CONTROL BMPs IN ACCORDANCE WITH THE SWPPP WHEN VEGETATION IS ESTABLISHED.	1 LS	\$ 500.00	\$ 500.00	✓ completed
INSTALL SOIL OVERBURDEN OR OTHER APPROVED METHOD TO PREVENT FLOTATION OF NEW 18" HDPE ON HARVEST LN.	1 LS	\$ 250.00	\$ 250.00	- scheduled 8-18
ESTABLISH GRASS IN NEWLY CONSTRUCTED DITCH ON HARVEST LN.	400 SY	\$ 3.50	\$ 1,400.00	70% completed
RESOLVE ISSUE IN REGARD TO LOOPING WATER MAIN TO KLONDYKE RD.	1 LS		\$	
CUT FORCE MAIN ROUTE FROM CANAL TO 28TH ST. DONUTS AROUND WATER VALVES SHALL BE EXPOSED, RAISED, AND LEVELED.	3 EA	\$ 100.00	\$ 300.00	✓ completed
TRACER WIRE NEEDS TO BE EXPOSED IN ALL MANHOLES, SEWER SERVICES, AND WATER SERVICES TO ENSURE CONNECTIVITY THROUGHOUT SYSTEM.	1 LS	\$ 1,000.00	\$ 1,000.00	✓ completed
STREET NAME SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE MUTCD (@ KLONDYKE)	1 LS	\$ 400.00	\$ 400.00	- scheduled 8-18
ESTABLISH GRASS ON ALL EASEMENTS AND RIGHTS-OF-WAY.	5200 LS	\$ 3.50	\$ 18,200.00	70% completed
SINKING CURB NEAR SS2 AT LOT 226 NEEDS TO BE ADDRESSED AND CORRECTED.	20 LF	\$ 50.00	\$ 1,000.00	- scheduled 8-18
GROUT COLD JOINTS AND AROUND PIPES IN ALL CURB INLETS AND MANHOLES.	1 LS	\$ 2,880.00	\$ 2,880.00	✓ completed
EXPOSE AND RAISE VALVES FOR FIRE HYDRANTS PER SPECS AND PLANS.	1 LS	\$ 1,000.00	\$ 1,000.00	✓ completed
REMOVE CONCRETE IN CURB IN THE SOUTHWEST CUL-DE-SAC ON CRAWFORD.	1 LS	\$ 250.00	\$ 250.00	- scheduled
REPAIR CRACKS IN CURB AT LOTS 127, 221, 224 AND THE VERTICAL CURB IN THE ISLAND AT KLONDYKE RD.	1 LS	\$ 250.00	\$ 250.00	- scheduled 8-18
LIFT STATION WARNING LIGHT NEEDS TO BE INSTALLED PER SPECS AND PLANS.	1 LS	\$ 750.00	\$ 750.00	- scheduled 8-18
SINKING CURB AT LOT 215 IS HOLDING WATER AND NEEDS TO BE CORRECTED TO DRAIN PROPERLY.	30 LF	\$ 50.00	\$ 1,500.00	- scheduled 8-18
TOTAL CONSTRUCTION COST			\$ 31,180.00	10,280.00
ADMINISTRATIVE COSTS (25%)			\$ 7,795.00	2,570.00
REQUIRED COMPLETION BOND VALUE			\$ 38,975.00	12,850.00

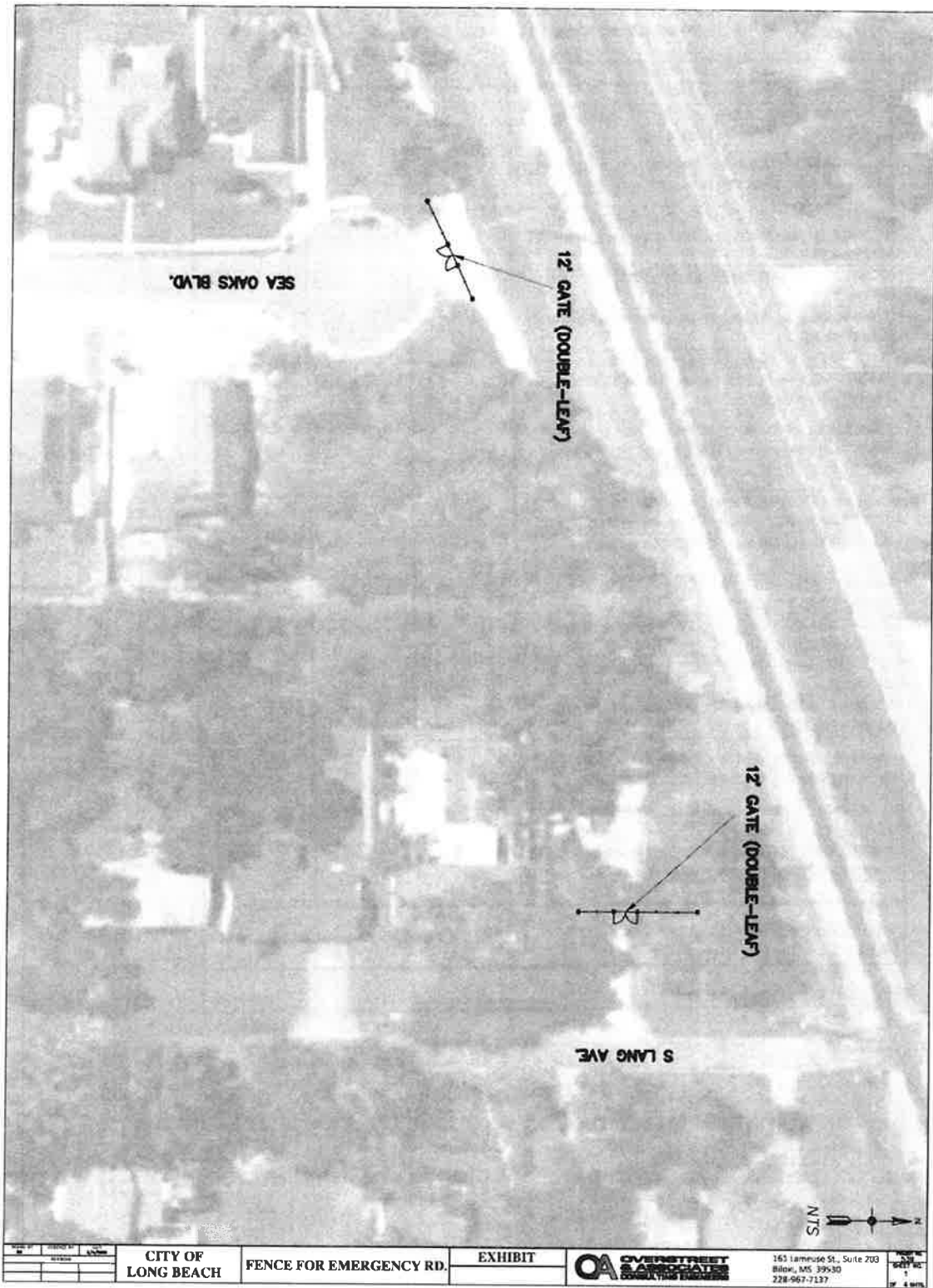
Alderman Johnson made motion seconded by Alderman Brown and unanimously carried to approve payment of invoices listed in Docket of Claims number 081622.

There came on for discussion Evacuation Route, whereupon City Engineer David Ball provided the following:

**City of Long Beach Fence for Emergency Rd.
Estimated Costs
8/16/2022**

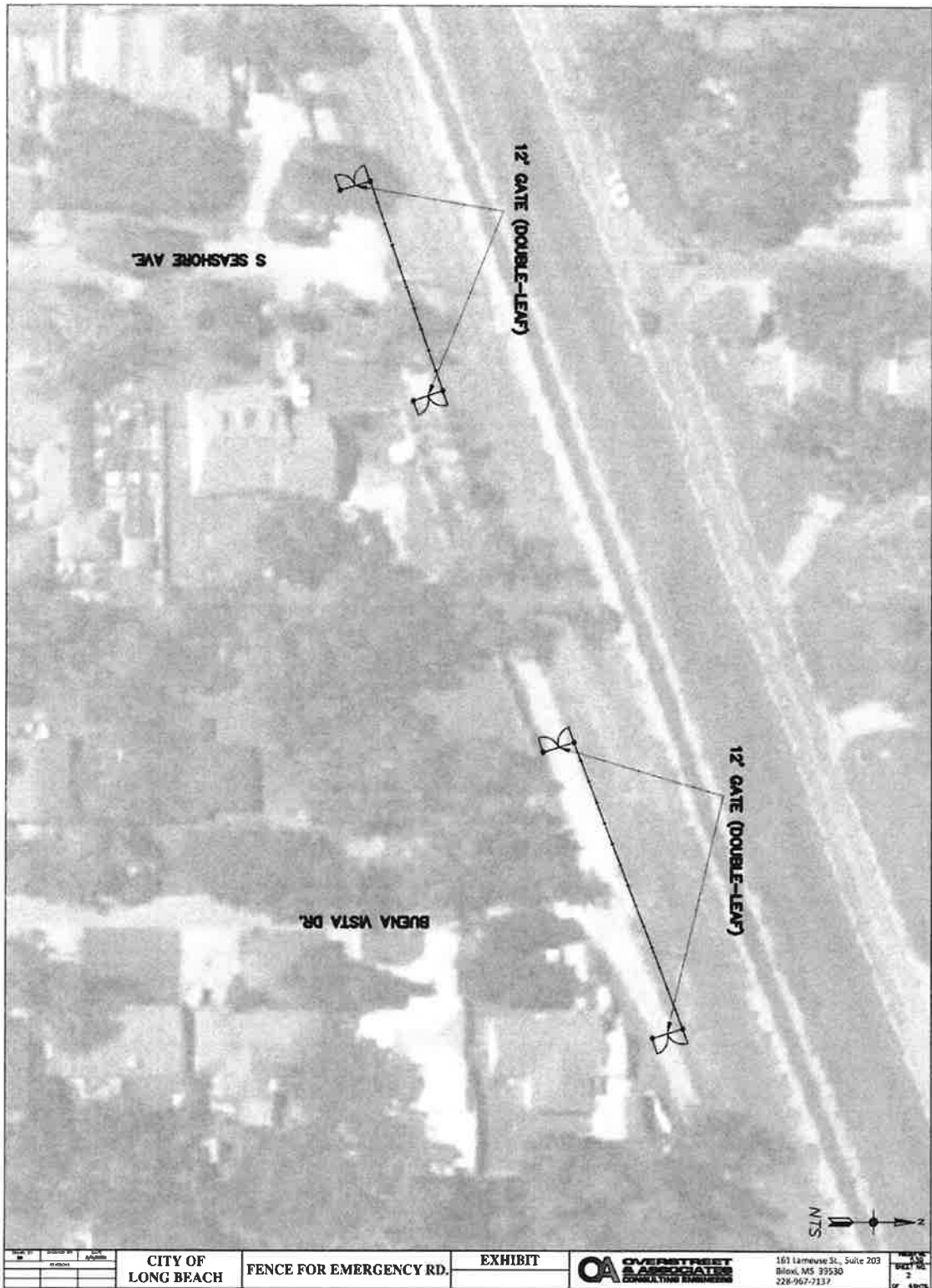
DESCRIPTION	Quantity	UNIT PRICE	EXTENSION
GATE	11 EA	\$1,000.00	\$11,000.00
CHAIN LINKED FENCE	600 LF	\$30.00	\$18,000.00
TOTAL			\$29,000.00

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	CITY OF LONG BEACH	FENCE FOR EMERGENCY RD.	EXHIBIT	OVERSTREET & ASSOCIATES PLANNING ENGINEERS	163 Larnesse St., Suite 203 Biloxi, MS 39530 228-967-7137	Page 1 of 4 sheets
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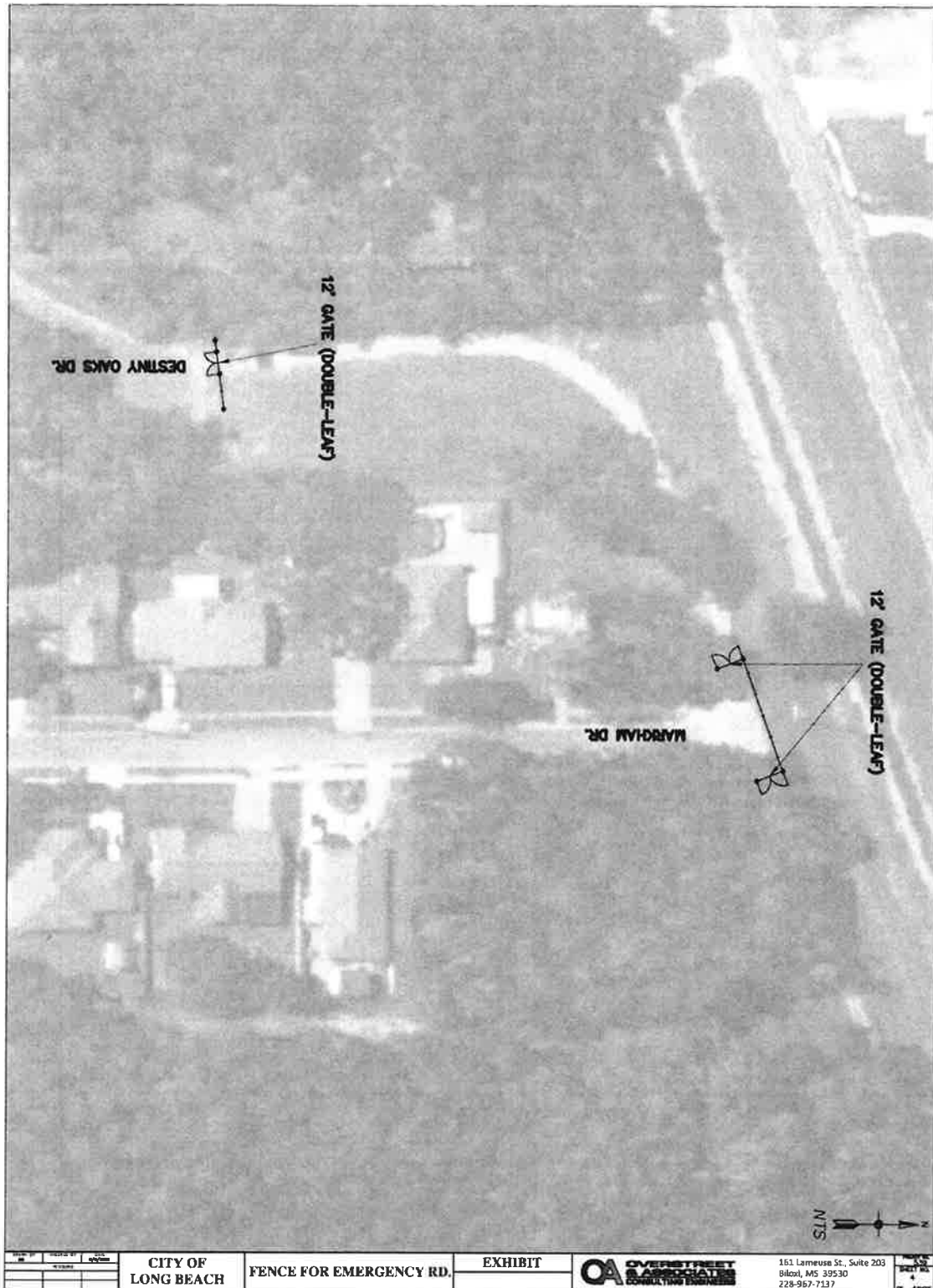
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After further discussion, Alderman Parker made motion seconded by Alderman Brown and unanimously carried to table this issue until the September 6, 2022 meeting to allow City Attorney Steve Simpson to determine if Sales Tax Diversion funds are eligible to be spent on this project.

There came on for discussion ARPA Premium Pay, whereupon Alderman Brown made motion seconded by Alderman Parker and unanimously carried to table this issue until the September 6, 2022 meeting to allow City Attorney Steve Simpson to meet with the City Clerk and Deputy City Clerk to draft a list of eligible employees.

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Alderman Johnson made motion seconded by Alderman Brown and unanimously carried to approve the following Special Event Application submitted by Long Beach School District for the Long Beach High School Homecoming parade, and waive all applicable fees:

Mayor George Bass
201 Jeff Davis Ave.
Long Beach, MS 39560

8 August 2022

Long Beach High School Student Council
300 E Old Pass Rd.
Long Beach, MS 39560

Dear Mayor Bass,

The Long Beach Senior High School Student Council plans to host a community pep rally at the Town Green on September 22, 2022 immediately after the homecoming parade. We are humbly asking for the normal fee associated with the Town Green to be waived, as this is an event being held by organizations within the Long Beach School District. If you have any further questions concerning the event, please feel free to email either Bayleigh Babin (bayleigh.babin@lbsd12.com) or Jonathan Hart (jonathan.hart@lbsd12.com). We look forward to your help and hope that you will consider attending our pep rally!

Sincerely,


Bayleigh Babin
Jonathan Hart

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September 22, 2022
Thursday
Homecoming Parade
& Pep Rally
6:00 - 7:00 PM
Jeff Davis
Town Green

CITY OF LONG BEACH
SPECIAL EVENT APPLICATION

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

Date Received By Clerk's Office: 9/22/22 Time: 1:50 By: CS

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

Sponsoring Organization's Legal Name: Long Beach School District

Organization Address: 19148 Commission Rd.

Organization Agent: Bayleigh Babin and Jonathan Hart Title: teachers

Phone: 228-864-1146 Home _____ Cell _____ During Event

Agent's Address: _____

Agent's E-Mail Address: Bayleigh.Babin@VBSDK12.com + Jonathan.Hart@VBSDK12.com

Event Name: VBHS Homecoming Parade

Please give a brief description of the proposed special event:

Homecoming Parade @ 6pm from VBHS to The Town Green and Then a community pep rally at The town green.

Event Day (s) & Date (s): Thursday 9/22/22 6:00pm Event Time (s): 6:00pm

Set-Up Date & Time: lineup at 5:00pm 9/22/22 Tear-Down Date & Time: 7:00pm 9/22/22

Event Location: Parade Route Attached, pep rally at Town Green

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

How many years has this event occurred? 20+ years

ADOPTED: 08.18.20-BOARD ACTION

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

STREET CLOSURES: Start Date/Time: 9/22/22 @:00 PM through Date/Time: 9/22/22 @:30 pm

RESERVED PARKING: Are you requesting reserved parking? YES NO

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

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

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

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

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

If yes, provide an attachment listing all bands/performers, type of entertainment, and performance schedule.

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

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

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

RESTROOMS: Are you planning to provide portable restrooms at the event? YES NO
If yes, how many?

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

ADOPTED: 08.18.20-BOARD ACTION

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

VBPD Barricades if necessary and assistance

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

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

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

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

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

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

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

8/11/2022
Date

[Handwritten Signature]
Signature of Sponsoring Organization's Agent

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

ADOPTED: 08.18.20-BOARD ACTION

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Event Title: LBHS Homecoming Parade

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

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

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

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

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

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

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

Have businesses been notified for street closures?: YES NO

Reason for disapproval: _____

Any special requirements/conditions: _____

Insurance/Indemnification Received: _____

Insurance Approved: _____

Board of Aldermen Approved: _____ Denied: _____

ADOPTED: 08.18.20-BOARD ACTION

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/9/2022

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

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

PRODUCER BXS Insurance 2909 13th Street, 4th Floor Gulfport MS 39501	CONTACT NAME: Cindy Teague PHONE (A/C, No, Ext): 228-863-5362 FAX (A/C, No): 228-863-1957 E-MAIL ADDRESS: cindy.teague@bxsi.com
INSURED Long Beach School District 19148 Commission Road Long Beach MS 39560	INSURER(S) AFFORDING COVERAGE NAIC # License#: PC-1D92395 INSURER A: Argonaut Great Central Insurance Company 19860 LONGBEA-06 INSURER B: Wesco Insurance Company 25011 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 728571409 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	PE4636523004	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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	Y	BA463652304	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N / A	WWC3556334	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: LBSD Homecoming Community Pep Rally @ Long Beach Town Green, Long Beach, MS September 22, 2022

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

Minutes of August 16, 2022 Mayor and Board of Aldermen



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Mayor and Board of Aldermen

CITY OF LONG BEACH
PARKS AND RECREATION DEPARTMENT
APPLICATION FOR PERMIT

TOWN GREEN

Bob Paul
228.669.7601

September 23, 2022
Thursday
Parade/Peep Rally
5:00 - 7:30 pm.
Jeff Davis
Town Green

Group / Individual Name (Permit tee):

Long Beach School District

Telephone Number: 228-864-1146

Street Address: 19148 Commission Rd. Home Work Cell

City Long Beach State MS Zip 39560

Type of Event: Peep Rally Thursday 9/22/2022

Start Time: 6:30 pm

Closing Time: 7:00 pm

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

September 23, 2022

(Date) Thursday Town Green

The person(s) requesting this permit

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

Signature:  Date: 8/1/2022

Rental Fee \$ _____ Receipt # _____ Date _____

Deposit Fee \$ _____ Receipt # _____ Date _____

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

PLEASE REVIEW THE POLICY AND RETAIN FOR YOUR RECORDS

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STATE OF MISSISSIPPI
COUNTY OF HARRISON
SECOND JUDICIAL DISTRICT

RELEASE AND IDNEMNITY

WHEREFORE, for and in consideration of the use of the ground of the City of Long Beach, Town Green and structures erected upon it owned by the City of Long Beach, Mississippi, and located at 115 East 3rd Street, I Dawid Babin and Jonathan Hart, do hereby release, acquit and forever discharge the City of Long Beach, Mississippi, and all of its respective agents, servants, employees, elected and non-elected officials, successors, predecessors, insurers, attorneys, and any and all other legal entities and persons, of and from any and all claims, demands, actions, damages, liability, or legal recourse of any type, and expenses (including attorneys' fees) in connection with or arising from or out of my use of the Town Green.

WHEREFORE, PREMISES CONSIDERED:

The undersigned further agrees that he/she shall indemnify and hold harmless the City against and from all claims, demands, actions, rights of action, liabilities, losses, judgments, costs, expenses, and attorney fees which shall or may rise by virtue of anything done or omitted to be done by us, including through or by its agents, employees, or other representatives, arising out of, claimed on account of, or in any manner predicated upon the use of the above mentioned property. The undersigned further agrees to protect and save and keep the City harmless and indemnify the City against and from any and all claims, demands, actions, liabilities, judgments, losses, costs, damages or expenses (including attorneys' fees) arising out of, claimed on account of, or in any manner predicated upon any accident or other occurrence arising from the use of the above mentioned property causing injury to person(s) (including death) or property to whomsoever or whatever in law and equity.

Furthermore, as part of the consideration for using the abovementioned property, the undersigned agree to assume full responsibility and liability for any and all risk of loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group or members thereof while in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said organization or group agrees to indemnify and hold the City of Long Beach, its agents and servants, and employees harmless from and against all claims and expenses for same, including attorneys fees.

This, the 1st day of August, 2022.

Authorized Signature [Signature]

Witness [Signature]

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LONG BEACH TOWN GREEN RULES AND REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

Initial _____

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FEES:

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

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

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

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

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

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

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

Initial _____

**Minutes of August 16, 2022
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Letter of Engagement to Provide Right of Way Services for Klondyke Road and Commission Road Intersection Improvement Project and authorize the Mayor to execute same:

**LETTER OF ENGAGEMENT
TO PROVIDE
RIGHT OF WAY SERVICES
FOR
CITY OF LONG BEACH, MISSISSIPPI
KLONDYKE ROAD AND COMMISSION ROAD LPA 107917-701000**

AUGUST 9, 2022

Title and Closing Attorney – 7 @ \$275 for title search and documentation, 7 @ \$1,800 for closing – total of \$14,525 by Pringle & Roemer;

Appraisal – 5 @ \$2,800 for land only, land only of improved, and improved, and 2 @ \$1,100 for waiver valuations – total of \$16,200 by Global Valuation Services;

Appraisal review – 5 @ \$1,400 – total of \$7,000 by Jeb Stewart;

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

Acquisition and Project Management - 7 @ \$3,800 – total of \$26,600 by Right of Way Technology;

Relocation Assistance – 1 @ \$6,500 for a business displacement by Right of Way Technology; and

Relocation Assistance Review – 1 @ \$1,200 for relocation assistance review by Bruce Fogg.

Total Right of Way Services fees - \$72,025 + court costs at rates above.

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

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



Right-of-Way Technology, Inc.
Mark Dye, President
593 Risher Road
Carthage, MS 39051
601-650-0800

Submitted to Kiri Gonsoulin on August 9, 2022
kiri@cityoflongbeachms.com



Approved: City of Long Beach, MS

By: George L. Bass

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Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Mississippi Library Commission State Aid Grant Agreement for Health & Life Insurance:

Mississippi Library Commission
State Aid Grant Agreement
FY 2023

Starting Date: July 1, 2022
Closing Date: June 30, 2023

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

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

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

GRANT:	Program: Number: Awarded:	Personnel Incentive Grant Program SP23-362-25-0 \$0.00	<i>PIGP awards are subject to reduction if state mandated budget cuts are enacted.</i>
GRANT:	Program: Number: Awarded:	Health Insurance Grant Program SH23-360-25-0 \$24,720.00	<i>Figures for Health and Life Insurance Programs are estimates based on projected payments.</i>
GRANT:	Program: Number: Awarded:	Life Insurance Grant Program SL23-361-25-0 \$358.34	<i>Actual amounts will be equal to eligible expenditures of the Library/Library System</i>

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

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

SIGNATURES

GRANTOR:

By:  Hulen Bivins, Executive Director

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

By:  _____
Library/Library System Director H. Denise L. Saucier
Print Name

By:  _____
President, Board of Trustees Christine L. Mc Cummins
Print Name

There came on for discussion the vacant Community Affairs office in City Hall, whereupon Mayor Bass apprised the Board that Overstreet & Associates had expressed interest in renting the space. After further discussion, Alderman Parker made motion seconded by Alderman Brown and unanimously carried to authorize the Mayor to

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work with City Attorney Steve Simpson to draft a lease for the office space with Overstreet & Associates to be presented at the next meeting.

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

Police Dept:

- Step Increase, Dispatcher 1st Class John Buza, PS-3-I, effective September 1, 2022
- Step Increase, Assistant Police Chief Bruce Carver, PSA-16-XVIII, effective October 1, 2022
- Step Increase, Police Officer 1st Class David Duncan, PS-9-III, effective October 16, 2022
- Step Increase, Police Officer 1st Class Emilio Edmonds, PS-9-I, effective September 1, 2022
- Step Increase, Dispatcher 1st Class Tabitha Kinney, PS-3-I, effective September 1, 2022
- Step Increase, Dispatcher 1st Class Dorothy Mitchell, PS-3-IV, effective October 1, 2022
- Step Increase, Police Chief William Seal, PSA-17-XVI, effective October 1, 2022
- Resignation, Police Officer 1st Class Courtney Favre, effective July 29, 2022

Fire Dept:

- Promotion, Lieutenant of Training Division Mark Hudson, FA-12-XII, effective September 16, 2022

General Admin:

- Resignation, Community Affairs Director Jenny Levens, effective August 5, 2022

Library:

- Education Pay, Children’s Librarian Charlene R. Rayburn, \$1,200 per year, effective October 1, 2022

Parks & Recreation:

- New Hire, Laborer Jonathan Moreau, CSH-I-B, effective September 1, 2022
- New Hire, Laborer Jacob Saucier, CSH-I-B, effective September 1, 2022
- New Hire, Laborer Richard Welsh, CSH-I-B, effective September 1, 2022

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Alderman Brown made motion seconded by Alderman Johnson and unanimously carried to accept the July 2022 Revenue/Expense Report.

Alderman Brown made motion seconded by Alderman McGoey and unanimously carried to approve the following contract with Overstreet & Associates for Professional Services for New Fire Station #3:

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



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

August 12, 2022

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

RE: Professional Services for New Long Beach Fire Station No. 3 (Johnson Road)

Ladies and Gentlemen:

Please find the attached proposed contract for design and construction phase services for the referenced New Long Beach Fire Station No. 3 on Johnson Road. This proposed project will construct a new fire station to replace the recently removed fire station that was unusable due to mold and other deficiencies. The project will be jointly funded by the City of Long Beach and the Harrison County Board of Supervisors.

If it suits the Board, we recommend that the Board authorize the Mayor to execute the attached contract so that we may begin work on this project.

Sincerely,

F. Jason Overstreet, P.E.

JO:1245

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SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, effective as of August 16, 2022 ("Effective Date") between City of Long Beach ("Owner") and Overstreet & Associates, PLLC ("Engineer").

Engineer agrees to provide the services described below to Owner for the survey, design, permitting, and construction administration of new fire station on Johnson Road, along with other related site improvements and restoration, all more generally described as "Long Beach Fire Station No. 3". ("Project")

Description of Engineer's Services: Provide civil, architectural, structural, and MEP design services for the Project, including the creation of Bid Documents, coordination with the City during the Bid process, acquisition of any needed permits, and other miscellaneous professional services, including topographical survey, construction administration services and construction inspection services needed to complete the work.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

- A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.
- B. *Payment of Invoices.* Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law) from said forty-fifth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

- A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
- B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
1. For cause,

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
- b. By Engineer:
 - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience, by Owner effective upon the receipt of notice by Engineer.
- B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

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7.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The general conditions for any standard design/bid construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).
- F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

- A. This Agreement (consisting of pages 1 to 8 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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9.01 Payment

- A. Based on the current expected construction cost of approximately \$1,200,000, and using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:
1. Basic Services.
 - a. Basic Services will be compensated on a lump sum amount of \$94,000, based on the following assumed distribution of compensation:

Preliminary Design Phase	35%
Final Design Phase	30%
Permitting	5%
Bidding and Negotiating Phase	5%
Construction Phase	25%
Total	100%
 2. Topographical Surveys.
 - a. For preparation of topographical survey data by ENGINEER's personnel or subconsultants, a lump sum amount of \$2,500.
 3. Construction Inspection Services.
 - a. Resident Project Representative Services and Post Construction Services. For services of ENGINEER's Resident Project Representative, an amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.
 - b. Total fees for construction inspection services are currently estimated at \$3,500.00. This total fee will not be exceeded without prior written authorization.
- B. Hourly Rates for services billed on the basis of time.
1. The Engineer's Standard Hourly Rates are attached as Appendix 1.
 2. Overtime pay (i.e., hours spent on the project in excess of 40 hours per calendar week), if any, for non-exempt employees shall be paid at an amount equal to the cumulative overtime hours charged times 1.5 multiplied by the standard hourly rates for each applicable billing class for all services performed during overtime hours.
 3. The Standard Hourly Rates may be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to the ENGINEER.
- C. Engineer shall prepare and submit invoices to the Owner in accordance with Engineer's standard accounting and invoicing practices.
- D. Engineer proposes the following estimated schedule for completion of the various phases of the work:
- | | |
|-----------------------------|--|
| Complete Topo Survey | 30 days from date of execution of this Contract |
| Complete Preliminary Design | 90 days from date of execution of this Contract |
| Complete Final Design | 120 days from date of execution of this Contract |

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

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Mayor and Board of Aldermen

OWNER: City of Long Beach

ENGINEER: Overstreet & Associates, PLLC.

By: 
George Bass
Mayor

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

Date Signed: 8-11-22

Date Signed: 8/11/2022
License No./State: 18601/MS

Address for giving notice:
P.O. Box 929
Long Beach, MS 39560

Address for giving notice:
161 Lameuse St., Suite 203
Biloxi, MS 39530

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Appendix 1

OVERSTREET & ASSOCIATES
STANDARD HOURLY RATES SCHEDULE
EFFECTIVE January 1, 2022

<u>Position</u>	<u>Billing Rate</u>
Principal.....	\$170.00
Professional Engineer V.....	\$160.00
Professional Engineer IV.....	\$145.00
Professional Engineer III.....	\$135.00
Professional Engineer II.....	\$125.00
Professional Engineer I.....	\$115.00
Engineer Intern III.....	\$105.00
Engineer Intern II.....	\$95.00
Engineer Intern I.....	\$85.00
Professional Land Surveyor.....	\$105.00
Senior Project Manager.....	\$115.00
Sr. Survey Crew Chief.....	\$90.00
Resident Project Representative III.....	\$85.00
Resident Project Representative II.....	\$75.00
Resident Project Representative I.....	\$65.00
Engineering Technician III.....	\$85.00

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Appendix 1

Engineering Technician II.....	\$75.00
Engineering Technician I.....	\$65.00
CADD Technician III	\$95.00
CADD Technician II	\$85.00
CADD Technician I	\$75.00
GIS Intern.....	\$55.00
Project Technician	\$75.00
Administrative/Clerical.....	\$65.00
Surveys with RTK GPS Equipment	\$30.00
Survey Project Manager/Land Surveyor Intern	\$100.00
Survey Technician II.....	\$75.00
Survey Technician I.....	\$60.00
Survey Crew III.....	\$175.00
Survey Crew II.....	\$130.00
Survey Crew I.....	\$110.00
Environmental Scientist	\$95.00

Travel Time shall be billed at designated personnel's standard hourly rates.

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Appendix 1

**OVERSTREET & ASSOCIATES, PLLC.
ENGINEER'S CONSULTANTS AND
REIMBURSABLE EXPENSE SCHEDULE**

Engineer's Consultants: Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges will be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.20.

Reimbursable Expense Schedule:

Mileage (Outside Harrison County area)	\$0.58/mile
Meals and Lodging (Outside Harrison County area)	At Cost
Overnight Postage	At Cost
Copies	
Letter, Legal or Tabloid Size – Black and White	\$0.20/page
Letter, Legal or Tabloid Size – Color	\$0.50/page
24" x 36"	\$2.00/sheet
30" x 42"	\$3.00/sheet

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Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Memorandum of Understanding with The U.S. Naval Criminal Investigative Service, and authorize the Mayor to execute same:

**MEMORANDUM OF UNDERSTANDING
AMONG THE U. S. NAVAL CRIMINAL INVESTIGATIVE SERVICE AND THE
PARTICIPATING FEDERAL, STATE, COUNTY AND MUNICIPAL AGENCIES IN THE
SOUTHEAST LAW ENFORCEMENT ALLIANCE PROJECT (LEAP) INFORMATION
SHARING INITIATIVE KNOWN AS THE LAW ENFORCEMENT INFORMATION
EXCHANGE (LInX)**

A. PURPOSE.

1. This Memorandum of Understanding (MOU) is entered into by the U. S. Naval Criminal Investigative Service and the Federal, State, and local law enforcement agencies in the Southeast Law Enforcement Alliance Project (LEAP) who are participating in an information sharing initiative known as the Law Enforcement Information Exchange (LInX) for the operation of a regional warehouse of databases. The purpose of this MOU is to set forth the policy and procedures for the use of the LInX by the participating parties, including the ownership and control of the information within the system, which may be contributed by each party for use by the LInX and the participating agencies.

2. The driving impetus for this initiative and MOU is to further the wars against crime and terrorism in the wake of the September 11th terrorist attacks against the United States. This includes: identifying and locating criminals, terrorists and their supporters; identifying, assessing, and responding to crime and terrorist risks and threats; and otherwise preventing, detecting, and prosecuting criminal and terrorist activities. To achieve these ends, it is essential that all Federal, State, and local law enforcement agencies cooperate in efforts to share pertinent information. The LInX will integrate relevant records of the parties within a single warehouse of databases, effectively providing each participating agency with a single source for regional law enforcement information. For security purposes, LInX access will be via a separate, sensitive but unclassified server.

3. The LInX will be available for use by participating law enforcement agencies in furtherance of authorized law enforcement activities as well as the prevention and detection of terrorist risks and threats. Utilizing the LInX capabilities will significantly advance public safety and security, and will enhance the protection of this Nation's critical strategic resources in the Southeast.

B. PARTIES.

1. The parties to this MOU are the U. S. Naval Criminal Investigative Service and law enforcement agencies within the Southeast, Federal Law Enforcement Agencies (via N-DEx web service), and Department of Defense Law Enforcement Agencies.

a. Participating agencies will also have access to the other fourteen (14) regional LInX systems.

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2. The parties agree that maximum participation by all eligible law enforcement agencies will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible agencies will join this MOU in the future. An eligible agency must apply for and be approved by the Governance Board. The Governance Board shall establish criteria for eligibility to join; such as but not limited to security compliance, data accountability, technical capability, and operational history. A joining agency once approved by the Governance Board shall also be considered a party and shall have the same rights, privileges, obligations, and responsibilities as the original parties.

C. POINTS OF CONTACT. Each party shall designate an individual as the party's point of contact (POC) for representing that party in regard to the MOU. A party may change its POC at any time upon providing written notification thereof to the POCs of all other parties.

D. AUTHORITY.

1. Authority for the Naval Criminal Investigative Service to enter into this MOU includes Department of Defense (DoD) Instruction 5505.3 dated July 11, 1986 and SECNAVINST 5520.3B dated January 4, 1993;

2. Authority for Florida state, county, and local agencies to enter into this MOU includes Sections 943.03(5), 943.03(14), 943.0312(2), and 943.0544(5), Florida Statutes (2004).

3. Authority for Georgia state, county, and local agencies to enter into this MOU includes OCGA 36-69-1, et seq. The Georgia Mutual Aid Act and the Georgia Constitution, Article 9, Section 3, provides local departments the authority to enter into MOU's.

4. Authority for Alabama state, county, and local agencies to enter into this MOU includes Alabama Code, Title 36, Chapter 11, Article 3 Agreements and Cooperation by Law Enforcement Agencies

5. Authority for Mississippi state, county, and local agencies to enter into this MOU includes MS Code 45-27-7, Duties and functions of the Justice Information Center

6. Authority for Louisiana state, county, and local agencies to enter into this MOU includes Title 44 RS 44:3D Records of prosecutive, investigative, and law enforcement agencies, and communications districts.

MISSION/OBJECTIVES. This initiative seeks to capture the cumulative knowledge of the participating law enforcement agencies in the Southeast in a systematic and ongoing manner to maximize the benefits of information gathering and analysis to prevent and respond to terrorist and criminal threats; to support preventive, investigative and enforcement activities; and to enhance public safety and force

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protection for the Nation's critical infrastructure in the Southeast. The specific objectives of the LInX are to:

1. Integrate specific categories of existing law enforcement, criminal justice and investigative data from participating agencies in near real time within one data warehouse that will be accessible by all participating agencies.
2. Dramatically reduce the time spent by participating agency personnel in search and retrieval of relevant data by providing query and analytical tools.
3. Provide the means for the participating agencies to develop analytical products to support law enforcement, criminal investigation, force protection, and counter-terrorism operational and investigative activities.
4. Provide an enhanced means for the participating agencies to produce strategic analytical products to assist administrative decision-making processes for area law enforcement executives.

F. CONCEPT.

1. The LInX is a cooperative partnership of Federal, State, county, and local law enforcement agencies, in which each agency is participating under its own individual legal status, jurisdiction, and authorities, and all LInX operations will be based upon the legal status, jurisdiction, and authorities of the individual participants. The LInX is not intended to, and shall not, be deemed to have independent legal status.

2. The LInX will become a central, electronic repository of derivative Federal, State, county, and local law enforcement and investigative data, with each party providing for use copies of information from its own records which may be pertinent to LInX's mission. Once the database warehouse is populated and properly structured, the system will function with querying and analytical tools in support of law enforcement activities, criminal investigations, force protection, and counter terrorism, and for the development of reports by the participating agencies for the use of their executive decision makers.

3. The LInX database warehouse is currently located at the Northeast Florida HIDTA site in Jacksonville, Florida. This site meets the requirements for security accreditation, and contains "Sensitive But Unclassified" (SBU) information from the records systems of the MOU parties. All parties contributing data to the LInX will have equal access to the LInX functionality via secure Internet connections for read, analytical and lead purposes only. All other regional LInX database warehouses are consolidated at the Alexandria, Virginia Police Department, for major cost savings for the Naval Criminal Investigative Service, which maintains the database warehouses.

G. OWNERSHIP, ENTRY, AND MAINTENANCE OF INFORMATION.

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1. Each party retains sole ownership of, exclusive control over content and sole responsibility for the information it contributes, and may at will at any time update or correct any of its information in LInX, or delete it from the LInX entirely. All system entries will be clearly marked to identify the contributing party.

2. Just as each party retains sole ownership and control of the information it contributes, so does a party retain sole ownership and control of the copies of that information replicated in the LInX.

3. The contributing party has the sole responsibility and accountability for ensuring that no information is entered into LInX that was obtained in violation of any Federal, State, or local law applicable to the contributor.

4. The contributing party has the sole responsibility and accountability for ensuring compliance with all applicable laws, regulations, policies, and procedures applicable to the party's entry and sharing of information into the LInX.

5. The contributing party has the sole responsibility and accountability for making reasonable efforts to ensure the accuracy upon entry, and continuing accuracy thereafter, of information contributed. Each party will notify the contributing party and the Governance Board of any challenge to the accuracy of the contributing party's information.

6. Because information housed by LInX will be limited to duplicates of information obtained and separately managed by the entering party within its own record system(s), and for which the contributing party is solely responsible and accountable, information submitted by the participating parties shall not be altered or changed in any way, except by the contributing party. The contributing party should not make any changes to the data in the LInX warehouse that is not mirrored within the contributing party's source records.

7. The LInX will thus only be populated with mirrored information derived from each contributing party's "own records," and is not in any manner intended to be an official repository of original records, or to be used as a substitute for one, nor is the information in the system to be accorded any independent record system status. Rather, this electronic system is merely a means to provide timely access for the law enforcement parties to information that replicates existing files/records systems.

8. To the extent that any newly discovered links, matches, relationships, interpretations, etc., located in the analysis of LInX information may be relevant and appropriate for preservation as independent records, it will be the responsibility of the accessing party to incorporate such information as records of the accessing party in the party's own official records system(s) in accordance with that party's records management processes (subject to obtaining any contributing party's consent as provided below). A party that desires to incorporate in its own separate records information contributed by another party, including any analytical products based on

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another party's information, must first obtain the data directly from the entering party and obtain the entering party's express permission to use the data.

9. Commercially available references, public source information, and software applications, such as commercial directories, census data, mapping applications, and analytical applications are considered to be nonrecord material and will be maintained in accordance with applicable contracts and/or licensing agreements. To the extent that any such information is relevant and appropriate for preservation as independent records, it will be the responsibility of the accessing party to incorporate such information as records of the accessing party in the party's own official records system(s) in accordance with that party's records management processes and any applicable contract or licensing agreement.

10. Each agency has agreed to submit law enforcement, criminal justice and investigative types of records, reports, photographs, and information into the LInX warehouse.

11. There is no obligation and there should be no assumption that a particular party's records housed in the LInX database warehouse represent a complete mirror image of that party's records system for any subject or person.

H. ACCESS TO AND USE OF INFORMATION.

1. Each party will contribute information to the LInX and agrees to permit the access, dissemination, and/or use of such information by every other party under the provisions of this MOU (and any other applicable agreements that may be established for the LInX). The contributing party has the sole responsibility and accountability for ensuring that it is not constrained from permitting this by any laws, regulations, policies, and procedures applicable to the submitting party.

2. Agencies that do not provide data for inclusion in the LInX are not eligible to be parties without express, written approval of the Southeast Law Enforcement Alliance Project's LInX Governance Board. Only duly constituted law enforcement components of Federal, military, state, county, or local jurisdictions may become members of the LInX.

3. All parties will have access via a secure internet connection to all the information in the LInX, as provided in this MOU and any other applicable agreements that may be established for the LInX; and each agency is responsible for providing its own internet connectivity.

4. An accessing party has the sole responsibility and accountability for ensuring that an access comports with any laws, regulations, policies, and procedures applicable to the accessing party.

5. A party may only access the LInX when it has a legitimate, official need to know the information for an authorized law enforcement purpose, such as counter

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terrorism, public safety, and/or national security, after receiving training appropriate to this MOU.

6. An accessing party may use information for official matters only. The system cannot be used for general licensing and employment purposes, background investigations of federal, state or local employees, or any other non-law enforcement purpose. The LInX system may be queried by member agencies to assist them in developing leads to pursue in the vetting process of candidates for employment in their own agencies. However, the information contained in LInX CANNOT be utilized as the basis for a hiring decision. Any leads developed as a result of the LInX queries must be verified with the contributing agencies and only the actual, verified data may be used in the hiring decision.

7. Information in the system, including any analytical products, may not be used for any unauthorized or non-official purpose and shall not be disseminated outside of an accessing party without first obtaining express permission of each party that contributed the information in question.

8. Notwithstanding the requirement in the previous provision that information may not be disseminated without first obtaining express permission of each party that contributed the information in question, in accordance with and to the extent permitted by applicable law, required court process, or guidelines issued jointly by the Attorney General of the United States and the Director of Central Intelligence, immediate dissemination of information can be made if a determination is made by the recipient of the information:

(a) that the matter involves an actual or potential threat of terrorism, immediate danger of death or serious physical injury to any person, or imminent harm to the national security; and

(b) requires dissemination without delay to any appropriate federal, state, local, or foreign government official for the purpose of preventing or responding to such a threat.

The owner of the information shall be immediately notified of any and all disseminations made under this exception.

9. Any requests for reports or data in LInX records from anyone other than a party to this MOU will be directed to the contributing party.

10. Agencies who are not part of this MOU will not have direct access to LInX. Requests by such agencies for copies of information contained in LInX must be referred to the individual LInX party that owns the information.

11. The information in the LInX shall not be used to establish or verify the eligibility of, or continuing compliance with statutory and regulatory requirements by

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applicants for, recipients or beneficiaries of, participants in, or providers of services with respect to, cash or in-kind assistance or payments under the Federal or State benefit programs, or to recoup payments or delinquent debts under such Federal or State benefit programs.

12. The LInX will include an audit capability that will log user activity. Each agency will designate a point of contact who shall have access to that member agency's portion of the audit log. However, the audit log aggregate is not a record of information wholly controlled by any one member agency and no single member agency may disclose the content of the entire log. Any requests for copies of the entire audit log will be forwarded to each member agency for direct response to that member agency's portion of the audit log.

I. SECURITY.

1. Each party will be responsible for designating those employees who have access to the LInX. This system has been developed with the capability to record each use of the system, including the identity of the individual accessing the system, and the time of the access to the system, and the information queried. The system was developed with security in mind. It should be remembered by each participating member that access to the information within the system should be on a strictly official, need-to-know basis, and that all information is law enforcement sensitive.

2. Each party agrees to use the same degree of care in protecting information accessed under this MOU as it exercises with respect to its own sensitive information. Each party agrees to restrict access to such information to only those of it's (and it's governmental superior's) officers, employees, detailees, agents, representatives, task force members, contractors/subcontractors, consultants, or advisors with an official "need to know" such information. Each party agrees to take appropriate corrective administrative and/or disciplinary action against any of its personnel who misuse the LInX system as if it were an abuse of their own sensitive information systems of records.

3. Each party is responsible for training those employees authorized to access the LInX system regarding the use and dissemination of information obtained from the system. Specifically, employees should be given a clear understanding of the need to verify the reliability of the information with the contributing party before using the information for purposes such as preparing affidavits, or obtaining subpoenas and warrants, etc. Parties should also fully brief accessing employees about the proscriptions for using third party information as described in Section H, paragraphs 4-11, above.

J. PROPERTY.

1. The equipment purchased by the NCIS to support this effort will remain the property of the NCIS. After expiration of any warranties, the NCIS and the Southeast

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Law Enforcement Alliance Project Governance Board will determine the responsibility for the maintenance of the server.

2. Ownership of all property purchased by parties other than the NCIS will remain the property of the purchasing party. Each party accessing the LInX from the party's facility shall provide its own computer stations for its designated employees to have use and access to the LInX. The accessing party is responsible for configuring its computers to conform to the access requirements. Maintenance of the equipment purchased by the accessing party shall be the responsibility of that party.

K. COSTS.

1. Unless otherwise provided herein or in a supplementary writing, each party shall bear its own costs in relation to this MOU. Even where a party has agreed (or later does agree) to assume a particular financial responsibility, the party's express written approval must be obtained before the incurring by another party of each expense associated with the responsibility. All obligations of and expenditures by the parties will be subject to their respective budgetary and fiscal processes and subject to availability of funds pursuant to all laws, regulations, and policies applicable thereto. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

L. LIABILITY.

1. The LInX is not a separate legal entity capable of maintaining an employer-employee relationship and, as such, all personnel assigned by a party to perform LInX related functions shall not be considered employees of the LInX or of any other party for any purpose. The assigning party thus remains solely responsible for supervision, work schedules, performance appraisals, compensation, overtime, vacations, retirement, expenses, disability, and all other employment-related benefits incident to assignment of its personnel to LInX functions.

2. Unless specifically addressed by the terms of this MOU (or other written agreement), the parties acknowledge responsibility for the negligent or wrongful acts or omissions of their respective officers and employees, but only to the extent they would be liable under the laws of the jurisdiction(s) to which they are subject.

M. GOVERNANCE.

1. The parties recognize that the success of this project requires close cooperation on the part of all parties. To this end, the LInX system will be operated under a shared management concept in which the parties will be involved in formulating operating policies and procedures. The Southeast Law Enforcement Alliance Project Governance Board will consist of the head (or authorized designee) of each participating law enforcement agency. The parties agree to comply with all future policies and procedures developed by this Governance Board.

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2. Each member of the Governance Board shall have an equal vote and voice on all board decisions. Unless otherwise provided, Roberts Revised Rules of Order shall govern all procedural matters relating to the business of the Governance Board.

3. A chairperson shall be elected by its members, together with such other officers as a majority of the Board may determine. The chairperson, or any board member, may call sessions as necessary. For a meeting to occur a minimum of 51% of the membership must be present and a simple majority of those present shall be required for passage of any policy matters. A tie vote does not pass the matter. In emergency situations, the presiding officer may conduct a telephone or email poll of Board members to resolve any issues. The Governance Board may also establish any needed committees such as technical, user, oversight, and legal.

4. Disagreements wholly among and between LInX members arising under or relating to this MOU shall be resolved only via consultation at the lowest practicable level by and between the affected parties and their sponsoring agencies (or as otherwise may be provided under any separate governance procedures) and will not be referred to any court, or to any other person or entity for settlement. All unresolved matters will go before the Governance Board.

5. The Governance Board may establish additional procedures and rules for the governance of the LInX system and in furtherance thereof may enter into one or more separate formal or informal agreements, provided that any such agreement does not conflict with the spirit, intent, or provisions of this MOU, and is sufficiently memorialized to meet the business purposes of the Governance Board (including adequately informing current and future parties). Such governance agreement(s) may, for instance address: organizational structure and control; executive management and administration; delegation of authority; operating policies, procedures, rules, and practices; meetings, quorums, and voting procedures; audits; and sanctions (including involuntary termination of a party's participation in this MOU).

N. DISCLOSURE OF THIRD PARTY INFORMATION.

1. When addressing any request for the disclosure of third agency information where that information was obtained as a result of a query(s) made through the LInX system, the participating agencies shall comply with the following policy:

(a) In all cases, for providers of any third agency information held in another LInX MOU signatory's files, the provider retains proprietary ownership of the information other than as provided by specific law.

(b) As agreed by all parties and established in Sections G, H and I of the LInX MOU and herein, information acquired through the LInX System by all parties, shall be considered sensitive law enforcement information, the non-disclosure of which is essential to law enforcement or the protection of on-going

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investigations and persons rights to privacy. Therefore, in all cases the agency with proprietary interest will be immediately notified of a request for sharing or disclosure of that information from any agencies or parties outside of participating agencies in the LInX system.

(c) All parties agree to assist and cooperate with any signatories in protecting information from harmful disclosure to the fullest extent of the law.

(d) It is not the intention of this agreement to circumvent or obstruct existing open government and/or public information disclosure laws. Rather it is intended to ensure the protection of sensitive law enforcement information, information that has been designated as part of an active and ongoing investigative effort by any party, and other information as protected by applicable Federal and State privacy laws.

O. NO RIGHTS IN NON-PARTIES.

1. This MOU is an agreement among the parties and is not intended, and should not be construed, to create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against the NCIS, the Department of the Navy, the Department of Defense, the FBI, the Department of Justice, the United States, a party, or any State, county, locality, or other sponsor under whose auspices a party is participating in the LInX or the officers, directors, employees, detailees, agents, representatives, contractors, subcontractors, consultants, advisors, successors, assigns or other agencies thereof.

P. EFFECTIVE DATE/DURATION/MODIFICATION/TERMINATION.

1. As among the original parties, this MOU shall become effective when the duly authorized representatives of each party have all signed it. For parties who subsequently join, this MOU shall become effective when completed and signed by the joining party's duly authorized representative and countersigned by the representatives of all the other parties applicable at the time of the joining.

2. This MOU shall continue in force indefinitely for so long as it continues to advance the participants' mission purposes, contingent upon approval and availability of necessary funding.

3. This MOU may be modified upon the mutual written consent of the duly authorized representatives of all parties. However, the parties may, without the need of formal MOU modification, cooperatively address and resolve administrative, technical, and operational details relating to this MOU, provided that any such resolution: does not conflict with the spirit, intent, or provisions of this MOU; could not reasonably be viewed as particularly sensitive, controversial, or objectionable by one or more parties; and is sufficiently memorialized to meet the business purposes of LInX governance (including adequately informing current and future parties).

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4. This MOU may be terminated at any time by the mutual written agreement of the duly authorized representatives of all parties. A party's duly authorized representative may also terminate the party's participation in the MOU upon written notice to all other parties of not less than thirty 30 days. A party's participation may also be terminated involuntarily as may be provided in applicable governance agreement.

5. Upon termination of this MOU, all property being used under its purview will be returned to the respective supplying party. Similarly, if an individual party's participation in this MOU is terminated, the party will return any property to supplying parties, and the remaining parties will return any property supplied by the withdrawing party.

6. All information contributed to the LInX by a terminating party will be deleted from LInX.

7. As to information in the LInX during a party's participation under this MOU, the rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of such information shall survive any termination. This applies both as to a terminating party's information, and to the other parties' disclosure and use of a terminating party's information.

Q. APPENDICES.

A. Form for new agencies to join MOU (and copies of executed forms for each new agency which has so joined)

IN WITNESS WHEREOF, the parties have executed this MOU by the signatures of the duly authorized representative of each participating agency on an individual page attached hereto and incorporated herein as part of this MOU.

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SOUTHEAST LAW ENFORCEMENT ALLIANCE PROJECT LINX MEMORANDUM
OF UNDERSTANDING

Signatory Page

For The City of Long Beach

Signature:  Date: 8-17-22

Name: George L. Bass

Title: Mayor

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**APPENDIX A – SOUTHEAST LAW ENFORCEMENT ALLIANCE PROJECT'S LInX
MEMORANDUM OF UNDERSTANDING**

PURPOSE. This document effects the joining by the

City of Long Beach
in the MEMORANDUM OF UNDERSTANDING AMONG THE NAVAL
CRIMINAL INVESTIGATIVE SERVICE AND PARTICIPATING FEDERAL, STATE,
AND LOCAL AGENCIES FOR AN INFORMATION SHARING INITIATIVE KNOWN
AS THE SOUTHEAST LAW ENFORCEMENT ALLIANCE PROJECT'S LAW
ENFORCEMENT INFORMATION EXCHANGE (LInX).

AUTHORITY. Authority for the Joining Party to enter into this MOU includes:

Mayor George L. Bass by the Long Beach
Board of Aldermen

AGREEMENT. The Joining Party agrees to abide by all provisions and assume all obligations and responsibilities of the MOU, including any formal changes and any administrative, technical, and operational resolutions in effect at the time of execution (as to which the Joining Party acknowledges being provided copies or other adequate notice). In return, the Joining Party shall also be considered a party and shall have the same rights and privileges as the original parties.


POINT OF CONTACT. The Joining Party's POC is:

Name and Title: William Seal, Chief of Police
Office Phone: 228 865 1985 Cell: 228 363 2834 Fax: 228 865 7846
Address: 201 Alexander Road Long Beach MS 39560
Email/Other: chief@cityoflongbeach.ms.com

COSTS. Unless otherwise agreed in writing, the Joining Party shall bear its own costs in relation to the MOU.

EFFECTIVE DATE/DURATION/TERMINATION. This document shall take effect when completed and signed by the Joining Party's duly authorized representative and countersigned by the representatives of the Southeast Law Enforcement Alliance Project's Governance Board authorized to do so under the LInX governance procedures applicable at the time of joining. Thereafter, duration and termination of the Joining Party's participation in the MOU shall be as provided in the MOU.

FOR THE JOINING PARTY:

Signature:  Date: 8-17-22
Name: George L. Bass
Title and Agency: Mayor, City of Long Beach

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**FOR THE SOUTHEAST LAW ENFORCEMENT ALLIANCE PROJECT'S LAW
ENFORCEMENT INFORMATION EXCHANGE (LInX):**

Signature: _____ Date: _____
Name: _____
Title and Agency: _____

Signature: _____ Date: _____
Name: _____
Title and Agency: _____

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Southeast

Law Enforcement Information Exchange

Law enforcement agencies are enhancing their effort against crime and terrorism by sharing critical information maintained in their records management systems with the Law Enforcement Information Exchange (LinX), a data warehouse initiative of the U.S. Naval Criminal Investigative Service (NCIS). LinX enables near real-time sharing of local, state and Federal law enforcement data with a single query.

WHAT IS THE BENEFIT TO LOCAL & STATE LAW ENFORCEMENT?

- View records contributed by numerous agencies in multiple jurisdictions
- Generate significant leads in a timely manner
- Leverage information already obtained by law enforcement
- Connect the dots in an effort to disrupt the activities of known criminals
- Encourage collaborative efforts and regional crime reduction strategies
- Increase officer and citizen safety by increasing situational awareness

LinX CAN:

- ✓ Make a large amount of data available in seconds
 - ✓ Generate investigative leads
 - ✓ Identify previously unknown relationships and associates in persons of interest
 - ✓ Provide multi-agency results from one structured query
 - ✓ Produce information from "Free Text Searches" that is contained in incident report narratives, written case reports, and field interviews and CAD incidents that are stored in the LinX data warehouse.
- **Watch List:** Allows users to establish a reoccurring query of a specific item of interest (person, vehicle, property, phone number) and get notified when a new record containing the item of interest is loaded into LinX
 - **Person Summary:** Detailed summary of information about a person, associates, incidents, telephone numbers, vehicles, etc. that are contained in LinX

Southeast LinX Region Includes: NE Fla. and Panhandle, Tampa Bay Region, Georgia and Alabama
340 Agencies within SE LinX and 270 Contribute data as of April 2020, with more agencies joining soon!

Data is shared among 15 Regional LinX and D-DEx systems and 5 additional partner systems with more than 7000 agencies represented in LinX nationally

Southeast LinX users can query Federal partners and LinX regions across the U.S. as well as NDEx (the FBI's record system) and The Department of Defense which provides records world-wide!

Federal Partners Include: ATF, DEA, Federal Bureau of Prisons, FBI, US Marshals Services, US Capitol PD, US Secret Service

Department of Defense includes:

NAVY NCIS/Master at Arms	Defense Intelligence Agency Police
MARINE CORPS Military Police	Defense Criminal Investigative Service
AIR FORCE Security Forces/OSI	Pentagon Force Protection/Pentagon Police
ARMY Military Police/CID	National Security Agency Police
Defense Logistics Agency Office of Public Safety	National Geospatial-Intelligence Agency Police
United States Coast Guard Investigative Services	

LinX Contacts:

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Justin Hill

D-DEx/LinX Branch Chief


Naval Criminal Investigative Service (NCIS)
 Directorate of Intelligence and Information Sharing
 Tel: 904-707-8945

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Rev 04/2020


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NAVAL CRIMINAL INVESTIGATIVE SERVICE



Law Enforcement Information Exchange

2021 ANNUAL REPORT




On behalf of our entire team, welcome to the 2021 LInX Annual Report. As we continue to navigate the pandemic and so many other challenges, we are proud to be your partners in law enforcement data sharing. These pages contain important updates as LInX continues to provide a critical investigative resource. Our mission is to prevent, stop, and solve crimes by sharing information while safeguarding our communities, our personnel, and the rights of all. We are pleased to report that the LInX / D-DEx partnership remains strong and a new LInX version has added even more tools for both operations and administration. The Naval Criminal Investigative Service (NCIS) remains committed to maintaining the overall LInX and D-DEx programs and building on relationships with other information sharing systems to give you access to the information you need.

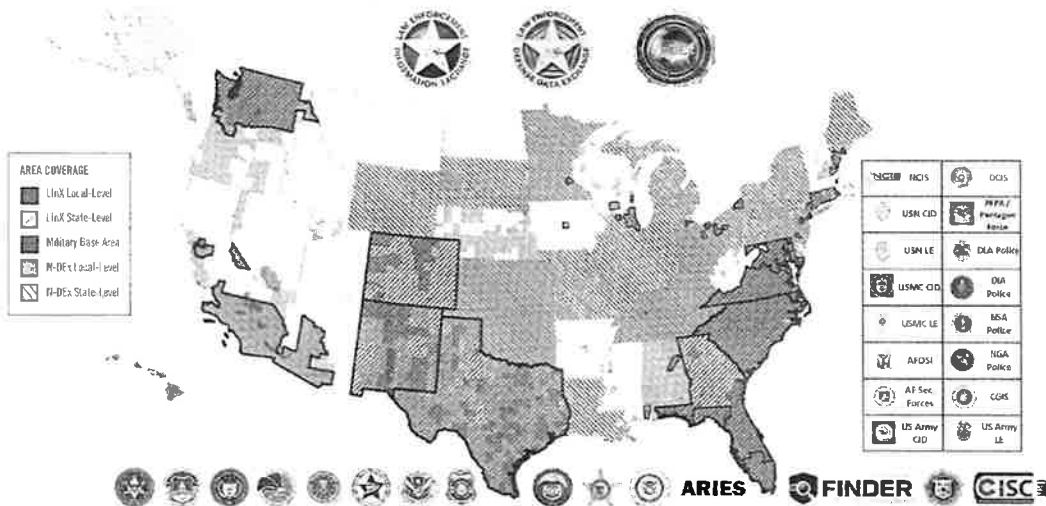
Kris A. Peterson, MFS
Division Chief/Special Agent, NCIS



PREVENT, STOP, AND SOLVE CRIMES BY SHARING INFORMATION

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LINX / D-DEX / N-DEX COMPOSITE OCTOBER 2021



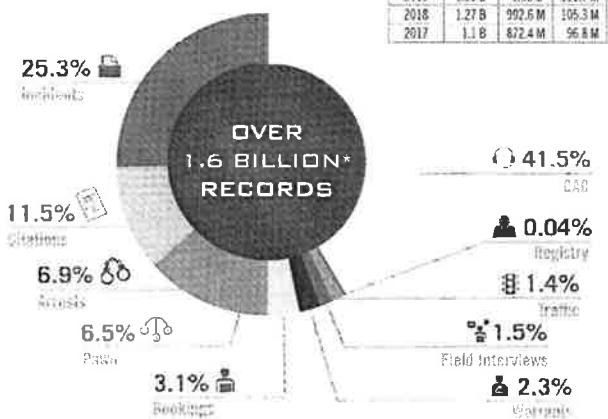
LINX USAGE

There are currently over 43,000 active users from the 15 LinX / D-DEX Regions. In the last year, these users ran about 125 million queries. While the number of users and member agencies stayed steady over the last year, we have seen continued increases in the use of LinX across all of the regions. Many success stories continue to be submitted showing the innovative ways LinX is being used to protect lives, solve crimes, and save time and resources. While only a few of these success stories are highlighted in this report, there are many more on the LinX home page. These successes are an important part of our funding determinations.

Under the LinX information sharing model, each region establishes a LinX Governance Board and member agencies contribute information from their individual law enforcement records management systems. Using a standard web browser, the LinX system provides secure access to data provided by the participating county, municipal, state, and federal law enforcement agencies. The combined law enforcement data is integrated into LinX on a daily basis and provides information about incidents across all of the jurisdictions. Among the 15 LinX / D-DEX Regions, there are over 1.63 BILLION records being shared. The ring chart below outlines what types of law enforcement data is shared among the LinX member agencies.

DATA BY EVENT TYPE IN LINX / D-DEX

Percentages for Oct 2020 – Sept 2021



LINX SUCCESS

OFFICER SAFETY:
*Delaware Data Helps
Elkton, MD Police
Identify a Violent History
of a Suspect*

The Elkton (MD) Police Department searched LinX for a suspect, which yielded an extensive history of violent behavior, including fleeing and ramming police cars. This information helped them plan appropriately to apprehend him. Data from several Delaware agencies, available through our partnership with the FBI's National Data Exchange (N-DEX) system was used in this case.

Minutes of August 16, 2022 Mayor and Board of Aldermen

The Backbone of LInX: Information Sharing is an Important Requirement for Law Enforcement Records Management Systems (RMS)

By Catherine A. Miller, NCR-LInX Program Manager, Montgomery County, MD Police Department

Mission Critical Systems

Public Safety Records Management Systems (RMS) are mission critical and every law enforcement agency uses and relies on them. For member agencies, a copy of their RMS data goes into a LInX data warehouse for sharing with other member agencies and partner systems. There are many LInX member agencies who upgrade or change their RMS, and information sharing is an important piece to keep in mind during these changes.

Where Should You Start When Looking to Upgrade or Purchase a New RMS?

Did you know a task force of fellow practitioners and industry partners teamed together to update previously written RMS Standards? Formed in May 2019, the task force worked to assess and revise existing RMS standards and the resulting document was developed with the intent of achieving the following goals:



- promote information sharing and best practices;
- provide a starting point for law enforcement agencies to use when developing RMS requests for proposals (RFP); and
- streamline the process and lower the cost of implementing and maintaining an RMS.

The Task Force, a joint effort of the International Association of Chiefs of Police (IACP) Criminal Justice Information Systems (CJIS) Committee and the IJIS Institute Law Enforcement Advisory Committee (LEAC), highlighted areas where the document is still relevant and areas that need significant rework and improvement. Care was taken to address compatibility with NCS-X/NIBRS, information sharing, cloud hosted environments, digital evidence, and the movement of responsibility of capabilities to other platforms (i.e. citations to courts systems).

LINX SUCCESS

US Marshals Service Helps Savannah, GA Police Identify an Aggravated Assault and Kidnapping Suspect



In May 2021, six-week-old twins were kidnapped after the suspect shot the mother and fled. A local USMS Analyst immediately offered assistance. Provided with a phone number and a possible partial name from a fake social media page, the analyst ran the information through LInX and was able to identify the suspect within ten minutes. The analyst also identified a report from eight days prior when the suspect had filed as a complainant, which gave a current address for her. Using LInX, combined with other resources, the team quickly located and safely recovered the twins, and arrested the suspects.

LINX SUCCESS



NCIS Miramar, CA investigated a Marine's overdose on fentanyl. In searching LInX / D-DEX, an NCIS Analyst was able to identify crucial criminal intelligence from both federal (USPIS) and local law enforcement (San Diego Sheriff's Department) records, allowing NCIS to both coordinate and de-conflict with those agencies. NCIS continued to use the systems extensively throughout the case resulting in an affiliate being arrested at the border and the seizure of many pounds of narcotics. The system searches continued to aid the investigation from real-time support to surveillance. As a result, NCIS obtained a search warrant, and NCIS REACT executed a safe and successful arrest.

How Does this Relate to My Agency's Connection to LInX?

For most LInX member agencies, the initial data integration from your agency's system to LInX was covered under grant, state, or Naval Criminal Investigative Service (NCIS) funds. Funding to keep the LInX and D-DEX systems operational is generally covered by NCIS/DoD.

What Do I Do If I'm Upgrading or Changing Our CAD/RMS?

If your agency changes systems that are connected to LInX, it will be important to include the requirements in your RFP process. Either your agency or the new system vendor will need to ensure that the LInX integrator cost is part of your overall implementation cost. For most standard CAD/RMS vendors the cost to connect to LInX is minimal.

How Do I Get a Copy of the Full RMS Standards Document?

If your agency is in the process of looking to upgrade or replace your RMS, please make use of this important document and don't forget to include information sharing as a requirement for your next system. *Just click on either the IACP or the IJIS Institute Logo to hyperlink to the full document.*



LINX SUCCESS



US Army Law enforcement from two separate bases were investigating thefts of brass spanning seven (7) years. During one investigation, a fingerprint was recovered leading to a suspect. The suspect was run in LInX / D-DEX and pawn records discovered there chronicled his sales of stolen materials through scrappers for years. From that information, they were able to obtain video of the suspect selling items at a scrap yard. Military Police Investigators (MPI) put the case together and the suspect was arrested by the USMS.

Minutes of August 16, 2022 Mayor and Board of Aldermen







LINX / D-DEX CHANGES

Release v6.3 was deployed to all LinX / D-Dex Regions in September 2021 with multiple enhancements that continue to improve the system functionality and experience for users and administrators including:

- ability to expand or collapse data via a 'show all' or 'show less' option when there are more than three Addresses, Aliases, Email Addresses, Phones, and Scars, Marks, Tattoo fields on the Person Tab;
- more data results are now hyperlinked allowing users to quickly run one of these searches directly;
- event reported time, start time, and end time are now displayed on the Incident Tab and Event Report;
- age filter now includes standard ranges;
- mobile version search screen is available in night mode;
- the number of users returned on a search of the User Directory increased, and includes several increments, from 15 to All;
- on the Administrator side, the number of users returned on a Find/Edit User and Audit Log search increased from 15 per page to All;
- ability for Data Administrators to manually remove multiple records at one time; and
- the new Regional Usage Report for Data Administrators provides statistics by agency on usage and data types shared for all participating agencies in the Administrator's Region.

BATCH QUERY CAPABILITIES

Batch queries can be used for structured searches on:

					
Names with DOBs	Vehicles	Addresses	Phone Numbers	Social Security Numbers	Serial Numbers

20	500
Number of batch queries a user can save/complete at one time.	Number of search terms each batch query can contain.

One of the most highly anticipated features in this release is the Batch Query capability. This feature enables users to create one search, either by manually entering data or uploading a spreadsheet. The searches will be scheduled to run overnight as part of one search. As investigations generate larger amounts of electronic data, this feature will save users a significant amount of time from searching each item individually. Training materials for this feature are now available and access is managed at the Program Management Office level.

LINX SUCCESS



Data in LinX Helps Police Identify a Wanted Subject

During a traffic stop, a subject gave Corpus Christi (TX) Police officers a false name, date of birth, and social. The subject advised he was from Washington State and had not been in their jurisdiction for too long. After getting no information through local and state databases, the information he provided was run through LinX. Officers were able to determine that the name the subject provided was an alias in which he had also attempted to use during a police contact in Washington. They found the subject's real name and that he had an active warrant from the Washington Dept. of Corrections for an escape from custody. His original charge was related to a drive-by shooting. A mugshot also located in LinX helped verify the subject's identity. The agency noted that had it not been for LinX data, it would have been incredibly challenging to identify the subject as there were no records under his alias in their jurisdiction.

MEMBER SUPPORT & PARTNERSHIPS

Support from LinX member agencies to increase data contribution and recruit new member agencies continues to be an important part of our success. The Department of Defense law enforcement agencies utilize the D-Dex Region, which has seen a significant growth in data contribution as agencies modernized their report writing, resulting in access to more DoD law enforcement records for our local, state, and federal partners. While our federal member agencies access LinX through the LinX Federal region, many still serve as partners on local LinX Regional Governance Boards, continuing partnerships that date back to the beginning of LinX and strengthening data sharing with federal agencies. Several of our federal partners share their data via the FBI's National Data Exchange system (N-DEX), with a few sharing directly with LinX. Users can query the N-DEX records as a neighborhood within the LinX interface or through direct trusted access via the N-DEX portal. The LinX and N-DEX program management teams continue to collaborate on technical and policy related matters. This decade long partnership remains focused on the enhancement of data sharing for both the N-DEX and LinX user communities. Open discussion on system capabilities, use of data, and strategic goals resulted in near-term plans to increase the amount of LinX data shared with N-DEX, along with technical options to improve data display and accuracy in LinX.



Law Enforcement Information Exchange

Check out the NCIS LinX/D-Dex Website at: WWW.NCIS.NAVY.MIL/Mission/Partnership-Initiatives/LInX-D-Dex

Contact us at: NCISLINX-DDEX@NCIS.NAVY.MIL

Minutes of August 16, 2022
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Maintenance Agreement with Geiger for the HVAC at the Police Department, and authorize the Mayor to execute same:



**PREVENTIVE MAINTENANCE
"S.M.A.R.T." SERVICE AGREEMENT**

(Scheduled Maintenance at Regular Times)

BY AND BETWEEN:

Geiger Heating and Air
14471 Highway 49 North
Gulfport, MS 39503 P.O. Box 3897
(228) 832-2465
service@geiger-air.com

AND

Long Beach Police Dept.
201 Alexander Rd.
Long Beach, Ms. 39560

Enters into this agreement with Geiger Heating and Air referred to as the Service Company, which agrees to furnish services in accordance with the General Conditions and Exclusions to Provide:

- 4 Maintenance inspections per year to be as follows:
 - 2 Technical Inspections on A/C units
 - 2 Test & inspect on A/C units
- 1 Annual condenser cleaning with chemicals.
 - 1 Coil cleanings on A/C units
 - 0 Coil cleaning on other equipment
- 1 Annual belt change.
- 4 Filter changes. If needed more frequently, will notify and price will be adjusted.
- 10% Discount off base labor rate.

Additions or Deletions:

(1.) This agreement provides priority service. Geiger Heating and Air will respond to the customer's request within (2) hours, plus travel time, to all repair requests dealing with an emergency service before providing service to any customer who does not have a Service Agreement. (2.) Upon completion of each "S.M.A.R.T." Inspection, Geiger Heating and Air will provide the customer with a copy of the comprehensive inspection report listing work performed, defects found and any recommended corrective action. (3.) Any additional services that are not a part of this agreement, shall be billed at the prevailing time and material rate, less any discount listed above.

The agreement price is \$ 2,205.52 per year, payable \$ 551.38 per quarter, includes applicable taxes. This agreement is effective from 9-1-22 through 8-31-23

Offered by Geiger Heating and Air:

Signature (Authorized Representative)

8-12-22

Date

Accepted by (Customer):

Signature (Authorized Representative)

8-17-22

Date

Minutes of August 16, 2022 Mayor and Board of Aldermen

GENERAL CONDITIONS

1. This agreement cannot be assigned or transferred. No amendment or variation of the terms of this agreement shall be valid unless in writing and signed by the Customer and a duly authorized representative of Geiger Heating and Air.
2. Geiger Heating and Air shall not be liable for any damages, real or consequential, resulting from delays in performance of services and shall not be responsible for any delay or failure to render the services set forth herein due to any causes beyond its control.
3. The customer shall operate the equipment in accordance with the manufacturer's recommendation and promptly notify Geiger Heating and Air of any abnormal conditions.
4. Should Geiger Heating and Air fail to receive payment of any amount due it within 45 days of its invoice date, then Geiger Heating and Air shall have the right to:
 1. Terminate this agreement and seek any and all remedies to recover payments due under the agreement or at law or equity, including but not limited to Attorney's fees and other cost of collection.
 2. Discontinue service to Customer, such discontinuance not constituting a default on the part of Geiger Heating and Air, and hold Customer liable for fulfillment of the contract term and amount.

No action of Geiger Heating and Air shall operate to release the liability of Customer, and any action or forbearance by Geiger Heating and Air in exercising any right or remedy shall not be a waiver or preclude the exercise of any right or remedy under this agreement of Mississippi law.

5. It is Customer's and Geiger Heating and Air's intent that this agreement be a contract for the provision of services and not a transaction of goods or sale of goods and those sections of the Uniform Commercial Code dealing with transactions in goods shall have no applications to this agreement. Any equipment, supplies or materials supplied to Customer are merely incidental to the service agreement, the predominant purpose of the agreement being the provision of services.
6. Customer agrees that it shall look solely to the value of the services provided and charged to Customer by Geiger Heating and Air under the terms of this contract to satisfy any claim, judgment or decree against Geiger Heating and Air, and no other property or assets of Geiger Heating and Air shall be subject to levy, execution, judgment or decree.
7. This agreement is drawn to be effective in and shall be construed in accordance with the laws of the State of Mississippi.
8. Geiger Heating and Air shall not be liable for damages resulting from water or any liquids, Freon, or oil to roofs, ceiling, floor covering, and the like, and shall not be liable for system design or performance in maintaining design condition except through failure of equipment specifically covered herein.
9. This agreement is a contract for maintenance service and original operating condition of equipment, not a guarantee against obsolescence or normal wear. Geiger Heating and Air cannot be responsible for design flaws, associated duct work, rust or deterioration, obsolescence of units or parts.
10. Geiger Heating and Air does not cover gas heat exchangers, boiler tubes or refractories. Geiger Heating and Air will not be liable for any damage, consequential damage or injury caused by their failure.
11. Compressor coverage limits according to age: 5 years and under - 100% coverage; 5 years through 9 years 50% coverage or 10 years and over 0% coverage.
12. This agreement only includes equipment on equipment list and not to associated fixtures, including but not limited to gaskets, cabinets, doors, external plumbing, any electrical component not contained in unit such disconnects, fuses, wires, breakers, or switching equipment.
13. Geiger Heating and Air does not cover any part of sealed chiller evaporator or condenser barrels, cabinet or internal parts of water tower, nor any damage or corrosion from the lack of improper water treatment.
14. This agreement does not cover associated repairs as a result of power failures, single phasing or power interruption, freezing temperatures, any act of God, tampering, theft, accidents or repairs by anyone other than Geiger Heating and Air.
15. All listed equipment will be inspected by the Service Company at the Customer's expense before it is accepted for Full Parts and Labor coverage. All parts and labor necessary to bring equipment up to reasonable operating conditions will be at customer's expense.
16. If the Service Company finds any covered equipment in need of repair or replacement during the initial startup and check out of the equipment, we will notify the Customer in writing and will include a written estimate of required repairs or replacement of equipment. At that time the Service Company will no longer be responsible for the equipment until after repairs or replacement authorized by the Customer are completed. If authorization is not received within 30 days, an appropriate adjustment to the agreement price reflecting the deletion of this equipment will be made.

Customer Acknowledgment

 Date 8-17-22

Minutes of August 16, 2022
Mayor and Board of Aldermen

Based on the following recommendation from Billy Swort of Overstreet & Associates, Alderman Brown made motion seconded by Alderman Parker and unanimously carried to release the completion bond for The Enclave, Phase II:

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



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

August 12, 2022

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

RE: Mitchell Rd. S/D North (The Enclave Ph. 2)

Ladies and Gentlemen:

We understand that the developer of the referenced subdivision is seeking to have their completion bond released. After an on-site inspection it appears that everything on the completion bond list has been completed and we recommend the city release the completion bond at their discretion.

Sincerely,

Billy Swort

BS:539
Attachment

**Minutes of August 16, 2022
Mayor and Board of Aldermen**

Based on the following recommendation of City Engineer David Ball, Alderman McGoey made motion seconded by Alderman Parker and unanimously carried to approve project closeout for Public Works Facility Metal Roof Replacement:

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

August 10, 2022

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 Public Works Facility Metal Roof Replacement**

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. Contractor's Affidavit of Debts and Claims
2. Updated Certificate of Liability Insurance
3. Consent of Surety to Final Payment
4. Partially executed Certificate of Substantial Completion

We anticipate submitting the final pay application for payment on the next docket which will be the final step needed in project closeout. Should you have any questions or need any additional information, please do not hesitate to call.

Sincerely,

David Ball, P.E.

DB:1204
Attachment

Minutes of August 16, 2022 Mayor and Board of Aldermen

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

TO: (Owner)

City of Long Beach

ENGINEER'S PROJECT
NO.

#1204

CONTRACT FOR:

Entire Project

CONTRACT DATE:

PROJECT:

Long Beach Public Works Facility -
Metal Roof Replacement

State of:

Mississippi

County of:

Harrison

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

CONTRACTOR:

Contracting 24.7 LLC
220 Hewes Avenue
Gulfport, MS 39507

(Address)

BY:

Subscribed and sworn to before me this

28

day of

June

2022

2021



Notary Public

My Commission Expires:

6-21-26

SGC - 6 / 9

Minutes of August 16, 2022 Mayor and Board of Aldermen



CONT247-01

AGILLAM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/12/2022

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

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

PRODUCER SouthGroup Insurance Services 412 Highway 90, Suite 6 Bay Saint Louis, MS 39520	CONTACT NAME: Anne Gillam PHONE (A/C, No, Ext): (228) 466-4498 FAX (A/C, No): (888) 415-8922 E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 30%;">NAIC #</td> </tr> <tr> <td>INSURER A : Western World Insurance Company</td> <td>13196</td> </tr> <tr> <td>INSURER B : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER C : AmFed Companies</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Western World Insurance Company	13196	INSURER B : Evanston Insurance Company	35378	INSURER C : AmFed Companies		INSURER D :		INSURER E :		INSURER F :	
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INSURED Contracting 24-7, LLC 2201 Hawes Ave. Gulfport, MS 39507															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			NPP8796921	4/22/2022	4/22/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE/AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			EZXS3080113	5/12/2022	4/22/2023	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below			WC2222000495	8/4/2022	8/4/2023	<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)
 General Contractor.
 Subject to all policy mandatory endorsements/exclusions.
 MS Statutory limit applies to Workers Compensation.

 Blanket Additional Insured applies on the General Liability as per the signed contract.

CERTIFICATE HOLDER City of Long Beach PO BOX 929 Long Beach, MS 39560	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Minutes of August 16, 2022
Mayor and Board of Aldermen



CONT247-01

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INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	NPP8796921	4/22/2022	4/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EZXS3080113	5/12/2022	4/22/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC2222000495	6/4/2022	6/4/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)
 General Contractor.
 Subject to all policy mandatory endorsements/exclusions.
 MS Statutory limit applies to Workers Compensation.
 Blanket Additional Insured applies on the General Liability as per the signed contract.

CERTIFICATE HOLDER Overstreet & Associates, PLLC and City of Long Beach 161 Lameuse ST, Suite 203 Biloxi, MS 39530	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Minutes of August 16, 2022 Mayor and Board of Aldermen

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

- Owner
- Architect
- Contractor
- Surety
- Other

BOND NUMBER: PA12132700156

Project: (Name & Address)
City Of Long Beach
Long Beach Public Works Facility Metal Roof Replacement
 TO: (Owner)
City Of Long Beach

Architects Project No: 1204
 Contract For: Long Beach Public Works Facility Metal Roof Replacement
 Contract Date: 05/03/2022

Sub-Contractor :
Contracting 24-7,
LLC 2001 Hewes Ave
Gulfport, MS 39507
Vendor #8228

IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE Owner AND THE Contractor/S INDICATED ABOVE. PHILADELPHIA INDEMNITY INSURANCE COMPANY, AS SURETY COMPANY,

ON BOND OF **Contracting 24-7, LLC 2001 Hewes Ave, Gulfport, MS 39507**

,Contractor,

HEREBY APPROVES OF THE FINAL PAYMENT TO THE Contractor, AND AGREES THAT FINAL PAYMENT TO THE Contractor SHALL NOT RELIEVE THE SURETY COMPANY OF ANY OF ITS OBLIGATIONS TO
Contracting 24-7, LLC 2001 Hewes Ave, Gulfport, MS 39507

,Owner,

AS SET FORTH IN THE SAID SURETY COMPANY'S BOND.

IN WITNESS WHEREOF, THE SURETY COMPANY HAS HEREUNTO SET ITS HAND THIS 26th Day of July, 2022.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
 SURETY COMPANY



Shahesta Philips

Underwriter/Agent, Attorney in fact



Minutes of August 16, 2022 Mayor and Board of Aldermen

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Shafiqza Philips, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 5th day of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

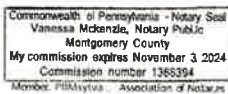
(Seal)

Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed

Notary Public:

Vanessa McKenzie



residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Savago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attach[ed] Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof, I have subscribed my name and affixed the facsimile seal of each Company this *5th* day of *March*, 20*21* at *Bala Cynwyd*, PA

Ed Savago

Edward Savago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Minutes of August 16, 2022 Mayor and Board of Aldermen

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT City of Long Beach
Long Beach Public Works Facility Metal Roof Replacement

DATE OF ISSUANCE July 7, 2022

OWNER City of Long Beach

OWNER'S Contract No. _____

CONTRACTOR Contracting 24-7, 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 Contracting 24-7, 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

July 7, 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.

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

Minutes of August 16, 2022 Mayor and Board of Aldermen

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

RESPONSIBILITIES:

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

CONTRACTOR: One-year warranty.

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

Punchlist

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

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

Executed by ENGINEER on August 10, 2022

Overstreet & Associates, PLLC.

ENGINEER

By: 

(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on August 10, 2022

Contracting 24-7, LLC.

CONTRACTOR

By: 

(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on _____

City of Long Beach

OWNER

By: _____
(Authorized Signature)

**Minutes of August 16, 2022
Mayor and Board of Aldermen**

LONG BEACH PUBLIC WORKS FACILITY

METAL ROOF REPLACEMENT

PUNCHLIST

JULY 7, 2022

1. Check all heater vent penetrations and reseal "weather stripping"/gasket to external wall.

Minutes of August 16, 2022
Mayor and Board of Aldermen

Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to approve the following advertisement schedule for LB Harbor – SE Shoreline Bulkhead:

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



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

August 12, 2022

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

RE: LB Harbor – SE Shoreline Bulkhead

Ladies and Gentlemen:

We have nearly completed the Bid Documents for the referenced project and are therefore ready to request competitive bids for the construction of the project. Therefore, we recommend the following advertising schedule:

Authorize Advertisement:	August 16, 2022
First Advertisement:	August 26, 2022
Second Advertisement:	September 2, 2022
Receive Bids:	September 27, 2022

If approved, we hope to have a Bid Tabulation and Recommendation of Award at the October 4, 2022 meeting.

We've attached the Drawings for the work for your review and will finalize the Bid Package in accordance with the above schedule. While our latest estimate of the work indicates that the anticipated project cost is within the allowable budget, we do caution that we believe the national economic conditions may impact the bid prices.

Sincerely,

David Ball, P.E.

DB:1076
Attachment

**Minutes of August 16, 2022
Mayor and Board of Aldermen**

Based on the following recommendation from City Engineer David Ball, Alderman Parker made motion seconded by Alderman Brown and unanimously carried to award the Harbormaster Building Repairs - Hurricane Zeta Repairs project to David Rush Construction:

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

May 15, 2020

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

**RE: Harbormaster Building Repairs
Long Beach Smallcraft Harbor – Hurricane Zeta Repairs**

Ladies and Gentlemen:

We opened the referenced bids on August 9, 2022 at City Hall and have attached a Certified Tabulation of the bids. We received three bids for the work, which were all within 10% of each other indicating fairly competitive bidding. The low bid was offered by David Rush Construction, of Pass Christian, MS. Although we've never worked with this Contractor before, they do have the appropriate qualifications with the State and have offered an extensive list of projects recently performed.

This price offered for this project was approximately \$10,000 higher (3%) than our anticipated budget, but we believe this shortfall could be funded using Tidelands funds, along FEMA's participation in any eligible expenses.

Based on the forgoing, we recommend award of the referenced project to David Rush Construction, in the amount of their submitted bid, \$300,140.75.

Sincerely,

David Ball, P.E.

DB:1191
Attachment

Minutes of August 16, 2022
Mayor and Board of Aldermen

TABULATION OF BIDS
CITY OF LONG BEACH
HURRICANE ZETA - HARBOR MASTER BUILDING REPAIRS
Bid Opening Date: Tuesday, August 9, 2022 at 10:00 AM

ITEM NO.	ITEM	PLAN QUANTITY	DAVID RUSH CONSTRUCTION 14565-MC		HOPKINS CONSTRUCTION 19759-MC		TWIN L CONSTRUCTION, INC. 08365-MC	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
CONTRACTORS BIDDING:								
Certificate of Responsibility No.:								
Bid Bond:								
Acknowledgment Addendum No. 1:								
Acknowledgment Addendum No. 2:								
Acknowledgment Addendum No. 3:								
1	Mobilization / Demobilization	1 LS	\$ 5,500.00	\$ 5,500.00	\$ 39,170.00	\$ 39,170.00	\$ 28,459.20	\$ 28,459.20
2-A	Existing fence fabric (6 ga.) 42" High remove and dispose	93 LF	\$ 14.25	\$ 1,325.25	\$ 6.00	\$ 558.00	\$ 15.30	\$ 1,422.90 *
2-B	2 7/8" & 1 7/8" Corner and Line Posts & Bases remove and dispose	9 EA	\$ 14.50	\$ 130.50	\$ 24.00	\$ 216.00	\$ 189.73	\$ 1,707.57
2-C	Fence fabric (6 ga.) 42" High	93 LF	\$ 72.00	\$ 6,696.00	\$ 102.00	\$ 9,486.00	\$ 21.42	\$ 1,992.06
2-D	2 7/8" Line and Corner Post/Base.	3 EA	\$ 215.00	\$ 645.00	\$ 210.00	\$ 630.00	\$ 521.75	\$ 1,565.25
2-E	1 7/8" Line Post	6 EA	\$ 142.00	\$ 852.00	\$ 150.00	\$ 900.00	\$ 426.89	\$ 2,561.34
3-A	Roof/remnant wall framing of elevator lobby remove and dispose	1 LS	\$ 3,500.00	\$ 3,500.00	\$ 1,440.00	\$ 1,440.00	\$ 1,707.55	\$ 1,707.55
3-B	Elevator lobby 8' high CMU block wall steel reinforcing with concrete. Complete in place.	42 LF	\$ 358.00	\$ 15,036.00	\$ 268.00	\$ 11,256.00	\$ 409.95	\$ 17,217.90
3-C	Install new fiberglass elevator lobby door 3' x 7' in hollow metal frame as mfg by Edgewater or approved equal	1 EA	\$ 5,400.00	\$ 5,400.00	\$ 6,978.00	\$ 6,978.00	\$ 4,980.36	\$ 4,980.36
3-D	Install new roof on elevator lobby to consist of 2" x 6" SYP rafters, 5/8" plywood deck, w/ Grace Shelf Adhering Ice & Watershield" 40mils, and snap lock seam roof to match main roof (see plans)	150 SF	\$ 84.00	\$ 12,600.00	\$ 37.00	\$ 5,550.00	\$ 42.69	\$ 6,403.50
3-E	Install new ceiling in elevator lobby (1/2" Hardie" plywood)	150 SF	\$ 12.50	\$ 1,875.00	\$ 7.00	\$ 1,050.00	\$ 16.13	\$ 2,419.50
3-F	Paint inside and outside of CMU walls and door with (1) coat of primer and (3) coats of latex paint to match existing wall color. Benjamin Moore or approved equal	144 SF	\$ 29.00	\$ 4,176.00	\$ 34.00	\$ 4,896.00	\$ 12.85	\$ 1,850.40

**Minutes of August 16, 2022
Mayor and Board of Aldermen**

**TABULATION OF BIDS
CITY OF LONG BEACH
HURRICANE ZETA - HARBOR MASTER BUILDING REPAIRS
Bid Opening Date: Tuesday, August 9, 2022 at 10:00 AM**

ITEM NO.	ITEM	PLAN QUANTITY	DAVID RUSH CONSTRUCTION 14565-MC		HOPKINS CONSTRUCTION 19759-MC		TWIN L CONSTRUCTION, INC. 08365-MC	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
3-H	"Smart Vent" 8"x16"	2 EA	\$ 425.00	\$ 850.00	\$ 480.00	\$ 960.00	\$ 426.89	\$ 853.78
3-I	Install new LED lighting in elevator lobby. "Nitor Lighting" 8" dia. white "DSE8" series or approved equal	2 EA	\$ 850.00	\$ 1,700.00	\$ 240.00	\$ 480.00	\$ 284.59	\$ 569.18
3-J	Install new emergency exit light with emergency lighting above exit door inside of lobby with battery back up mfg by "Lithonia Lighting ECRG RD M6" or approved equal	1 EA	\$ 1,200.00	\$ 1,200.00	\$ 180.00	\$ 180.00	\$ 213.44	\$ 213.44
3-K	Wall Mounted Exhaust Fan "Vent-A-Matic" # ILG85F7 W/ "Masterflow" adjustable thermostat #915379, Broan Model 509 or approved equal	6 EA	\$ 650.00	\$ 3,900.00	\$ 300.00	\$ 1,800.00	\$ 355.74	\$ 2,134.44
4-A	Add new switch and receptacle combination to gang box an existing conduit. New wiring shall be run from gang box to junction box at ceiling of harbor master building. Conduit shall be firmly attached to bottom of building and elevator lobby.	1 EA	\$ 8,500.00	\$ 8,500.00	\$ 1,140.00	\$ 1,140.00	\$ 1,351.81	\$ 1,351.81
4-B	Install new 15" dia LED surface mount lighting 3,500k lumens, alum, color white "Wac Lighting" or equal ground level of Harbor master building	7 EA	\$ 600.00	\$ 4,200.00	\$ 480.00	\$ 3,360.00	\$ 569.18	\$ 3,984.26
5-A	Install new handicap sign with hot dip galvanized channel post and handicap signage	1 EA	\$ 800.00	\$ 800.00	\$ 1,164.00	\$ 1,164.00	\$ 1,565.26	\$ 1,565.26

CONTRACTORS BIDDING:
Certificate of Responsibility No.:
Bid Bond:
Acknowledgment Addendum No. 1:
Acknowledgment Addendum No. 2:
Acknowledgment Addendum No. 3:

YES
YES
YES
YES
YES

YES
YES
YES
YES
YES

YES
YES
YES
YES
YES

Minutes of August 16, 2022
Mayor and Board of Aldermen

TABULATION OF BIDS
CITY OF LONG BEACH
HURRICANE ZETA - HARBOR MASTER BUILDING REPAIRS
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ITEM NO.	ITEM	PLAN QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
CONTRACTORS BIDDING:								
Certificate of Responsibility No.:								
Bid Bond:				YES		YES		YES
Acknowledgment Addendum No. 1:				YES		YES		YES
Acknowledgment Addendum No. 2:				YES		YES		YES
Acknowledgment Addendum No. 3:				YES		YES		YES
5-B	Pressure wash & prime existing handicap parking striping (striping to remain) and repaint striping w/ 100% acrylic paint Pro-Park water borne paint by: Sherwin Williams or approved equal and restore as per details	1 LS	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,138.37	\$ 1,138.37
6-A	Remove and dispose of existing 1-1/4" diameter hot dip galvanized threaded rod and turnbuckle cross bracing bars. (Column attachment plates to remain)	2 EA	\$ 200.00	\$ 400.00	\$ 1,200.00	\$ 2,400.00	\$ 569.19	\$ 1,138.38
6-B	Install new 1-1/4" diameter hot dip galvanized threaded rod and turnbuckle cross bracing bars.	2 EA	\$ 475.00	\$ 950.00	\$ 1,920.00	\$ 3,840.00	\$ 3,201.66	\$ 6,403.32
6-C	Replace 5/8"x 16" long galvanized bolt on cross bracing connector plates at column.	1 EA	\$ 450.00	\$ 450.00	\$ 240.00	\$ 240.00	\$ 924.00	\$ 924.00 *
6-D	Construct new steel reinforced concrete steps (two step rise) with (2) hot dip galvanized 1-5/8" diameter handrails	1 EA	\$ 6,500.00	\$ 6,500.00	\$ 5,280.00	\$ 5,280.00	\$ 1,707.55	\$ 1,707.55
7-A	Perform all work related to the rehabilitation of the elevator system as detailed in the Construction Plans.	1 LS	\$ 102,000.00	\$ 102,000.00	\$ 90,600.00	\$ 90,600.00	\$ 119,528.44	\$ 119,528.44 *
8-A	Demo existing interior gypsum board on walls and batt insulation and dispose	1 LS	\$ 2,800.00	\$ 2,800.00	\$ 3,000.00	\$ 3,000.00	\$ 1,422.96	\$ 1,422.96
8-B	Remove batt insulation from ceiling of room 201 and dispose	1 LS	\$ 600.00	\$ 600.00	\$ 480.00	\$ 480.00	\$ 1,138.37	\$ 1,138.37
8-C	Demo existing door and frame on exterior storage closet room 202	1 LS	\$ 600.00	\$ 600.00	\$ 960.00	\$ 960.00	\$ 853.78	\$ 853.78

Minutes of August 16, 2022
Mayor and Board of Aldermen

TABLULATION OF BIDS
CITY OF LONG BEACH
HURRICANE ZETA - HARBOR MASTER BUILDING REPAIRS
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			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
CONTRACTORS BIDDING:								
Certificate of Responsibility No.:								
Bid Bond:								
Acknowledgment Addendum No. 1:								
Acknowledgment Addendum No. 2:								
Acknowledgment Addendum No. 3:								
8-D	Close existing door opening with 2 x 6 wood studs, 5/8" plywood sheathing, vapor resistant barrier and Hardi-Plank lap siding to match adjacent siding exposure and finish.	1 LS	\$ 5,700.00	\$ 5,700.00	\$ 2,400.00	\$ 2,400.00	\$ 2,134.44	\$ 2,134.44
8-E	Install new 3' x 7' solid core wood birch veneer door and frame in interior of storage (room 202)	1 EA	\$ 4,500.00	\$ 4,500.00	\$ 2,520.00	\$ 2,520.00	\$ 1,707.55	\$ 1,707.55
8-F	Install new 2" closed cell foam insulation on ceiling of room 201	288 SF	\$ 5.00	\$ 1,440.00	\$ 6.25	\$ 1,800.00	\$ 9.88	\$ 2,845.44
8-G	Install new 2" closed cell foam insulation on interior walls of room 201	1,280 SF	\$ 5.00	\$ 6,400.00	\$ 2.00	\$ 2,560.00	\$ 4.45	\$ 5,696.00
8-H	Install new 5/8" gypsum board in interior walls of room 201. Tape and float walls.	1,280 SF	\$ 3.00	\$ 3,840.00	\$ 4.00	\$ 5,120.00	\$ 2.78	\$ 3,558.40
8-I	Prime (one coat) and paint (three coats) interior of room 201 walls and ceilings with a latex paint. Benjamin Moore approved equal basic white	1,588 SF	\$ 5.00	\$ 7,940.00	\$ 2.50	\$ 3,970.00	\$ 1.08	\$ 1,715.04
8-J	Install new 1" x 4" fir baseboard. Stain to match existing (Minwax or approved equal)	140 SF	\$ 6.00	\$ 840.00	\$ 12.50	\$ 1,750.00	\$ 8.13	\$ 1,138.20
9-A	Remove batt insulation above ceiling and dispose	50 SF	\$ 4.00	\$ 200.00	\$ 14.40	\$ 720.00	\$ 18.50	\$ 925.00
9-B	Remove cultured marble walls and base around shower area from floor to ceiling.	18 LF	\$ 40.00	\$ 720.00	\$ 70.00	\$ 1,260.00	\$ 79.05	\$ 1,422.90
9-C	Remove and reset shower drain top to be three-quarter inch below existing floor elevation.	1 LS	\$ 600.00	\$ 600.00	\$ 960.00	\$ 960.00	\$ 1,209.52	\$ 1,209.52
9-D	Grind existing floor of shower to create positive drainage to new shower drain elevation.	1 LS	\$ 1,600.00	\$ 1,600.00	\$ 840.00	\$ 840.00	\$ 1,707.55	\$ 1,707.55

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 Mayor and Board of Aldermen

TABULATION OF BIDS
CITY OF LONG BEACH
HURRICANE ZETA - HARBOR MASTER BUILDING REPAIRS
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CONTRACTORS BIDDING:		DAVID RUSH CONSTRUCTION 14565-MC		HOPKINS CONSTRUCTION 19759-MC		TWIN L CONSTRUCTION, INC. 08365-MC	
ITEM NO.	ITEM	PLAN QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	EXTENSION
	Certificate of Responsibility No.:			YES			YES
	Bid Bond:			YES			YES
	Acknowledgment Addendum No. 1:			YES			YES
	Acknowledgment Addendum No. 2:			YES			YES
	Acknowledgment Addendum No. 3:			YES			YES
9-E	Remove and dispose of existing riser pipe plumbing and shower fixtures.	1	LS \$ 200.00	\$ 200.00	\$ 360.00	\$ 360.00	\$ 1,138.37
9-F	Sawcut groove in shower floor at edge of wall for new water stop flashing	18	LF \$ 20.00	\$ 360.00	\$ 34.00	\$ 612.00	\$ 924.84
9-G	Install new 2 inch closed cell foam above ceiling of shower	50	SF \$ 6.00	\$ 300.00	\$ 12.00	\$ 600.00	\$ 1,423.00
9-H	Install new flashing at base of shower wall in new floor groove;(Schluter Kerdi-band)	18	LF \$ 50.00	\$ 900.00	\$ 60.00	\$ 1,080.00	\$ 1,138.50
9-I	Place epoxy floor coating (three coats). Shall be non-slip surface finish	50	SF \$ 40.00	\$ 2,000.00 *	\$ 30.00	\$ 1,500.00	\$ 1,707.00
9-J	Waterproof walls with Schluter waterproof fabric (Kerdi-band) on shower room walls from floor to ceiling.	18	LF \$ 150.00	\$ 2,700.00	\$ 192.00	\$ 3,456.00	\$ 2,845.98
9-K	Install new shower fixtures to include riser pipes for hot and cold supply. New shower valve and shower head mfg by Symmons or approved equal	1	LS \$ 1,600.00	\$ 1,600.00	\$ 1,440.00	\$ 1,440.00	\$ 2,347.88
9-L	Reinstall all existing grab bars & seats in shower and within room	4	EA \$ 75.00	\$ 300.00	\$ 180.00	\$ 720.00	\$ 711.48
9-M	Install new cultured marble walls and base around shower area from floor to ceiling with like materials.	18	LF \$ 228.00	\$ 4,104.00	\$ 167.00	\$ 3,006.00	\$ 8,537.76
10-A	Remove and dispose of batt insulation in the ceiling	250	SF \$ 3.00	\$ 750.00	\$ 2.40	\$ 600.00	\$ 1,137.50

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Mayor and Board of Aldermen

TABULATION OF BIDS
CITY OF LONG BEACH
HURRICANE ZETA - HARBOR MASTER BUILDING REPAIRS
Bid Opening Date: Tuesday, August 9, 2022 at 10:00 AM

ITEM NO.	ITEM	PLAN QUANTITY	DAVID RUSH CONSTRUCTION 14565-MC		HOPKINS CONSTRUCTION 19759-MC		TWIN L CONSTRUCTION, INC. 08365-MC	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
CONTRACTORS BIDDING:								
Certificate of Responsibility No.:								
Bid Bond:								
Acknowledgment Addendum No. 1:								
Acknowledgment Addendum No. 2:								
Acknowledgment Addendum No. 3:								
10-B	Install new 2" thick closed cell insulation foam above ceiling	250 SF	\$ 5.00	\$ 1,250.00	\$ 4.00	\$ 1,000.00	\$ 11.98	\$ 2,845.00
11-A	Construct and install new (+/- 3'-8" x 8'-4" - 8" depth) storm resistant aluminum louver 16 ga. above stairwell at existing east wall. Color to match wall.	1 EA	\$ 8,500.00	\$ 8,500.00	\$ 3,240.00	\$ 3,240.00	\$ 5,407.25	\$ 5,407.25
11-B	Install new clear vinyl solar screen "Citadel Classic" high wind 20 mil. Marine Grade (50 MPH) crank operation as mfg. by "North Solar Screen" (866) 230-4700 or approved equal. Install at West and South breezeway wall openings. Fabric shall be full width of opening in breezeway from floor to ceiling.	2 EA	\$ 4,400.00	\$ 8,800.00	\$ 3,028.00	\$ 6,056.00	\$ 4,068.88	\$ 8,137.76 *
12-A	Demo existing metal roof panels and underlayment on entire roof and dispose	2,046 SF	\$ 3.00	\$ 6,138.00	\$ 4.00	\$ 8,184.00	\$ 2.50	\$ 4,705.80
12-B	Demo existing metal roof panels and underlayment at Breezeway roof (stair area) and dispose	65 SF	\$ 5.00	\$ 325.00	\$ 9.00	\$ 585.00	\$ 4.38	\$ 284.70
12-C	Refasten any plywood decks that are not firmly fastened to rafters with 3 1/2" ring shank nails	1 LS	\$ 800.00	\$ 800.00	\$ 1,620.00	\$ 1,620.00	\$ 853.78	\$ 853.78
12-D	Install "Grace Self Adhering Ice & Watershield" 40mils	2,046 SF	\$ 2.50	\$ 5,115.00	\$ 3.50	\$ 7,161.00	\$ 2.50	\$ 4,705.80
12-E	Install new 24 gauge conceal fastener 1-3/4" high rib snap-lock seamed metal panel roof Color: Gallery Blue	2,046 SF	\$ 13.00	\$ 26,598.00	\$ 18.50	\$ 37,851.00	\$ 20.86	\$ 42,679.56

Minutes of August 16, 2022
 Mayor and Board of Aldermen

TABULATION OF BIDS
CITY OF LONG BEACH
HURRICANE ZETA - HARBOR MASTER BUILDING REPAIRS
Bid Opening Date: Tuesday, August 9, 2022 at 10:00 AM

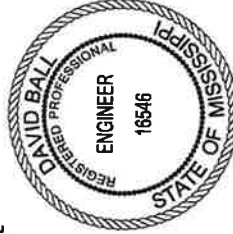
CONTRACTORS BIDDING:		DAVID RUSH CONSTRUCTION 14565-MC		HOPKINS CONSTRUCTION 19759-MC		TWIN L CONSTRUCTION, INC. 08365-MC		
Certificate of Responsibility No.:		YES		YES		YES		
Bid Bond:		YES		YES		YES		
Acknowledgment Addendum No. 1:		YES		YES		YES		
Acknowledgment Addendum No. 2:		YES		YES		YES		
Acknowledgment Addendum No. 3:		YES		YES		YES		
ITEM NO.	ITEM	PLAN QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
12-F	Breezeway Roof - Install "Grace Self Adhering Ice & Watershield" 40mils	65 SF	\$ 4.00	\$ 260.00	\$ 8.00	\$ 520.00	\$ 4.38	\$ 284.70
12-G	Breezeway Roof - Install new 24 gauge conceal fastener 1-3/4" high rib snap-lock seamed metal panel roof Color: Gallery Blue	65 SF	\$ 15.00	\$ 975.00	\$ 21.00	\$ 1,365.00	\$ 15.32	\$ 995.80
TOTAL BID:				\$ 300,140.75 *		\$ 304,070.00		\$ 334,087.37 *

*Engineers corrected figures

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS.



DAVID BALL, P.E.
 Cert. No. 16546
 8/9/2022



* * * * *

**Minutes of August 16, 2022
Mayor and Board of Aldermen**

Based on the following recommendation of City Engineer David Ball, Alderman Parker made motion seconded by Alderman Frazer and unanimously carried to award the 2022 Sewer Rehabilitation project to Suncoast Infrastructure:

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



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

August 12, 2022

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

RE: 2022 Sewer Rehabilitation

Ladies and Gentlemen:

We received bids for the referenced project on August 9, 2022 and have attached a Certified Tabulation of the bids. Three bids were submitted with the lowest bid being offered by Suncoast Infrastructure, Inc. at a price of \$464,970. This price is significantly higher than our original estimate of the work, which we believe is due to the national economic conditions, the specific economics of the cured-in-place/trenchless technology market, and due to specification changes made after our last project. In our opinion, this is a critical project to repair old, failing portions of our sewer system to prevent further emergency failures.

We do note that the high price exceeds the funds currently available in the "sewer projects" fund. However, if the City deemed acceptable, the shortfall could be funded by use of the recently reimbursed ~\$206k for the Cleveland/Railroad repair and by use of the FY2023 "sewer projects" budget. We believe this project is critical and we definitely recommend that the City move forward with the project if at all possible.

Suncoast Infrastructure has performed this type of work with the City on projects of similar magnitude and scope in the past, and we have no doubt about their capability to perform the work satisfactorily. Therefore, based on the Bid Tabulation and the above information, we recommend award of the project to Suncoast Infrastructure, Inc. in the amount of \$464,970.

Sincerely,

David Ball, P.E.

DB:1219
Attachment

Minutes of August 16, 2022
Mayor and Board of Aldermen

TABULATION OF BIDS
CITY OF LONG BEACH
2022 SEWER REHABILITATION
Bid Opening Date: Tuesday August 9, 2022 at 10:00 AM

ITEM NO.	ITEM	PLAN QUANTITY	SUNCOAST 12019-MC		INSITUFORM 19449-MC		GULF COAST UNDERGROUND 14487-MC	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1-A	MOBILIZATION	1 L.S.	\$ 45,000.00	\$ 45,000.00	\$ 52,000.00	\$ 52,000.00	\$ 60,600.00	\$ 60,600.00
3-A	CURED-IN-PLACE PIPE - 8" SEWER MAIN	8,000 L.F.	\$ 38.00	\$ 304,000.00	\$ 39.00	\$ 312,000.00	\$ 65.00	\$ 520,000.00
3-B	MISCELLANEOUS SITE WORK	1 L.S.	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 22,500.00	\$ 22,500.00
3.1-A	TESTING OF LATERAL CONNECTIONS IN MAINLINE SEWERS	85 EA.	\$ 825.00	\$ 70,125.00	\$ 750.00	\$ 63,750.00	\$ 950.00	\$ 80,750.00
3.1-B	PACKER INJECTION GROUTING OF LATERAL CONNECTIONS	85 EA.	\$ 5.00	\$ 425.00	\$ 1.00	\$ 85.00	\$ 400.00	\$ 34,000.00
3.1-C	CHEMICAL GROUT	280 GAL.	\$ 14.00	\$ 3,920.00	\$ 12.00	\$ 3,360.00	\$ 90.00	\$ 25,200.00
4-A	POINT REPAIR - TYPE A	5 EA.	\$ 2,000.00	\$ 10,000.00	\$ 500.00	\$ 2,500.00	\$ 4,250.00	\$ 21,250.00
4-B.1	POINT REPAIR - TYPE B (6.4.1 - 6.4.7)	1 L.S.	\$ 6,000.00	\$ 6,000.00	\$ 15,000.00	\$ 15,000.00	\$ 32,428.59	\$ 32,428.59
4-B.2	POINT REPAIR - TYPE B (6.4.1 - 6.4.14 #1)	1 L.S.	\$ 3,500.00	\$ 3,500.00	\$ 15,000.00	\$ 15,000.00	\$ 32,428.59	\$ 32,428.59
4-B.3	POINT REPAIR - TYPE B (6.4.1 - 6.4.14 #2)	1 L.S.	\$ 6,000.00	\$ 6,000.00	\$ 15,000.00	\$ 15,000.00	\$ 32,428.59	\$ 32,428.59
4-B.4	POINT REPAIR - TYPE B (6.4.2 - 6.4.3)	1 L.S.	\$ 3,500.00	\$ 3,500.00	\$ 17,000.00	\$ 17,000.00	\$ 32,428.59	\$ 32,428.59
5-A	MAINTENANCE OF TRAFFIC	1 L.S.	\$ 7,500.00	\$ 7,500.00	\$ 17,500.00	\$ 17,500.00	\$ 17,321.43	\$ 17,321.43
TOTAL BID:				\$ 464,970.00		\$ 528,195.00		\$ 911,335.79

* * * * *



I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS.

David Ball

DAVID BALL, P.E.
Cert. No. 16546
8/9/2022

**Minutes of August 16, 2022
Mayor and Board of Aldermen**

Based on the following recommendation of City Engineer David Ball, Alderman Johnson made motion seconded by Alderman Frazer and unanimously carried to approve project closeout for St Charles Avenue Drainage Improvements:

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



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

August 8, 2022

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

Re: **City of Long Beach
St. Charles Avenue Drainage Improvements**

Ladies and Gentlemen:

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

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

We do note that the Contractor has offered an extended warranty for the project due to some deficiencies in the slopes of the drainage culverts constructed. We've evaluated the slopes constructed and believe the system should function almost as designed. However, the extended warranty allows the City to put the system into use and evaluate the real-life performance. So far, we've seen nothing that indicates a problem with the way the system is performing.

We anticipate submitting the final pay application for payment on the next docket which will be the final step needed in project closeout. Should you have any questions or need any additional information, please do not hesitate to call.

Sincerely,

David Ball, P.E.

DB:1177
Attachment

Minutes of August 16, 2022 Mayor and Board of Aldermen

Change Order No. 1 Summary

Date of Issuance: 6/15/2022 Effective Date: 7/5/2022

Project:	Owner: <u>City of Long Beach</u>	Owner's Contract No.:
Contract: <u>St. Charles Avenue Drainage Improvements</u>	Date of Contract: <u>3/1/2022</u>	
Contractor: <u>Gulf Coast Solutions, LLC.</u>	Engineer's Project No.: <u>1177</u>	

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

Description:

1. Adjust contract quantity to conform to final field conditions

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$49,977.00</u>	Original Contract Times: <input type="checkbox"/> Working Days <u>60</u> Calendar days Substantial completion (days or date): <u>5/26/2022</u> Ready for final payment (days or date):
(Decrease) in Contract Price from previous Change Orders No. <u>n/a</u> to No. <u>n/a</u> <u>\$0.00</u>	Change in Contract Time from previous Change Orders No. <u>n/a</u> to No. <u>n/a</u> Substantial completion (days or date): Ready for final payment (days or date):
Contract Price prior to this Change Order: <u>\$49,977.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>5/26/2022</u> Ready for final payment (days or date):
(Decrease) In Contract Price due to this Change Order: <u>(\$12,570.35)</u>	Change in Contract Time due to this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Revised Contract Price incorporating this Change Order: <u>\$37,406.65</u>	Contract Times Incorporating this Change Order: Substantial completion (days or date): <u>5/26/2022</u> Ready for final payment (days or date):

RECOMMENDED: (ENGINEER)	ACCEPTED: (CONTRACTOR)	ACCEPTED: (OWNER)
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: _____
Date: <u>June 16, 2022</u>	Date: <u>6/16/22</u>	Date: _____

Minutes of August 16, 2022
Mayor and Board of Aldermen

ATTACHMENT TO CHANGE ORDER NUMBER 1 Summary PROJECT NO. 1177

NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	TOTAL CONTRACT QUANTITY	TOTAL CONTRACT AMOUNT
BASE BID								
301-A	ADJUST WATER MAIN (4" THRU 8" DIA)	2 EA	\$2,859.00	\$5,918.00	(1)	(\$2,859.00)	1	\$2,859.00
301-A	ADJUST WATER SERVICE	2 EA	709.00	\$1,418.00	(1)	(\$709.00)	1	\$709.00
301-C	DUCTILE IRON SEWER CONFLICT (6" OR 8")	1 EA	1,703.00	\$1,703.00		\$0.00	1	\$1,703.00
310-A	15" RCP CULVERT	30 LF	38.00	\$1,140.00		\$0.00	30	\$1,140.00
310-B	15" HDPE CULVERT	7 LF	79.00	\$553.00		\$0.00	7	\$553.00
310-C	18" HDPE CULVERT	305 LF	38.00	\$11,895.00	(1)	(\$39.00)	304	\$11,856.00
320-A	CATCH BASIN (STANDARD TYPE)	1 EA	2,706.00	\$2,706.00		\$0.00	1	\$2,706.00
320-B	CATCH BASIN (PEDESTAL TYPE)	1 EA	3,458.00	\$3,458.00		\$0.00	1	\$3,458.00
320-C	CONFLICT BOX	1 EA	4,023.00	\$4,023.00		\$0.00	1	\$4,023.00
500-A	PIPE BEDDING/PIPE FOUNDATION MATERIAL	50 CY	\$1,425.00	\$71,250.00	(50)	(\$950.00)	0	\$0.00
500-B	SELECT SANDY BACKFILL	75 CY	19.00	\$1,425.00	(39)	(\$741.00)	36	\$684.00
500-C	GEOTEXTILE FABRIC	200 SY	2.00	\$400.00	(200)	(\$400.00)	0	\$0.00
510-A	LIMESTONE ROAD BASE	60 TON	79.00	\$4,740.00	(62)	(\$5,318.00)	38	\$3,422.00
510-B	HOT BITUMINOUS PAVEMENT (5E-2.5 MM MIX)	15 TON	189.00	\$2,835.00	(15)	(\$2,835.00)	0	\$0.00
510-C	6" LIMESTONE DRIVE RESTORATION	30 SY	43.00	\$1,290.00	(0.45)	(\$19.35)	29.55	\$1,270.65
510-D	VEGETATIVE COVER	300 SY	1.00	\$360.00	(40)	(\$40.00)	320	\$320.00
510-E	SOLID SOD	30 SY	5.00	\$150.00	170	\$850.00	200	\$1,000.00
510-F	RIP RAP	10 SY	128.00	\$1,280.00	(10)	(\$1,290.00)	0	\$0.00
510-F	EXCELSIOR BLANKET	20 SY	8.00	\$160.00	(20)	(\$120.00)	0	\$0.00
530-A	STORMWATER MANAGEMENT	1 LS	3,600.00	\$3,600.00		\$0.00	1	\$3,600.00
TOTAL CHANGE ORDER AMOUNTS				\$49,977.00		-\$32,970.35		\$17,006.65

EJCDC No. C-441 (2002 Edition)
Prepared by the Engineer/ Joint Contract Documents Committee and endorsed by the
Associated General Contractors of America and the Construction Specifications Institute.

Minutes of August 16, 2022 Mayor and Board of Aldermen

AIA Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address) St. Charles Drainage Improvements	ARCHITECT'S PROJECT NUMBER: 1177	OWNER <input type="checkbox"/>
	CONTRACT FOR: General Construction	ARCHITECT <input type="checkbox"/>
		CONTRACTOR <input checked="" type="checkbox"/>
TO OWNER: (Name and address) City of Long Beach 201 Jeff Davis Avenue Long Beach, MS 39560	CONTRACT DATED: March 1, 2022	SURETY <input type="checkbox"/>
		OTHER <input type="checkbox"/>

STATE OF:
COUNTY OF:

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:

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).

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

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CONTRACTOR: (Name and address)
Gulf Coast Solutions, LLC
12300 Big Circle Rd
Gulfport, MS 37503

BY: 

(Signature of authorized representative)

Yvette R. Breaux, Managing Member
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public: Candace Graves

My Commission Expires: 9/16/2025



**Minutes of August 16, 2022
Mayor and Board of Aldermen**

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

<p>PROJECT: <i>(Name and address)</i> St-Charles Drainage Improvements</p>	<p>ARCHITECT'S PROJECT NUMBER: 1177</p>	<p>OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/></p>
<p>TO OWNER: <i>(Name and address)</i> City of Long Beach 201 Jeff Davis Avenue Long Beach, MS 39560</p>	<p>CONTRACT FOR: General Construction</p> <p>CONTRACT DATED: 3/1/2022</p>	

STATE OF:
COUNTY OF:

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:

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)*

BY:

(Signature of authorized representative)
Vivette R. Bezaeale Managing
(Printed name and title) Member

Subscribed and sworn to before me on this date: 6/16/22

Notary Public: *Camela*
My Commission Expires: 6/16/22



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User Notes: (1733912932)

Minutes of August 16, 2022
Mayor and Board of Aldermen



GULFCOA-77

ACREWS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/16/2022

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

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

PRODUCER Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT: Ashley Crews, CISR PHONE (A/C No. Ext.): (601) 960-8208 FAX (A/C No.): (601) 208-8416 E-MAIL ADDRESS: ACrews@fbbins.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Gulf Coast Solutions, LLC 12300 Big Creek Road Gulfport, MS 39503	INSURER A:	Brierfield Insurance Company 10993
	INSURER B:	Amfed Casualty Insurance Company 11963
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INFO	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		CPP10005926501	7/19/2021	7/19/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA100027259	7/19/2021	7/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB100039763	7/19/2021	7/19/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		WC1206005255	7/19/2021	7/19/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Leased/Rented		CPP10005926501	7/19/2021	7/19/2022	Ded: \$1,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: ST. CHARLES AVENUE DRAINAGE IMPROVEMENTS
 The general liability & auto liability policies contain blanket additional insured wording on a primary/non-contributory basis when required by written contract. General Liability includes ongoing & completed operations when required by written contract. General Liability, Auto Liability & Workers Comp policies include blanket waiver of subrogation when required by written contract. The Umbrella Liability includes additional insureds as per underlying coverage on a primary/non-contributory basis when required by written contract. Additional insured status only applies as per these forms, which are available for review upon request: AUTO (CAU058 01-15 & CAU082 01-15) GL (CLG084 10/13 & CGL088 10/13). All coverage is subject to policy terms, conditions and exclusions.
 City of Long Beach and Overstreet & Associates are additional insureds on a primary/non-contributory basis when required by written contract.

CERTIFICATE HOLDER City of Long Beach P.O. Box 929 Long Beach, MS 39560	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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Minutes of August 16, 2022 Mayor and Board of Aldermen

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

Bond No. 107548568

TO OWNER:
(Name and address)

City of Long Beach
P.O. Box 929
Long Beach, MS 39660

PROJECT:
(Name and address)

St. Charles Avenue Drainage Improvements

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Same as Below

CONTRACT DATED:

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

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

, SURETY,

on bond of
(Insert name and address of Contractor)

Gulf Coast Solutions, LLC
12300 Big Creek Road
Gulfport, MS 39503

, CONTRACTOR,

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

City of Long Beach
P.O. Box 929
Long Beach, MS 39660

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: June 16, 2022
(Insert by writing the month followed by the numeric date and year.)

Attest:
(Seal): Blake Johnson



Travelers Casualty and Surety Company of America

(Surety)

By:

(Signature of authorized representative)

Stephen Wesley Price, Jr. Attorney-in-Fact

(Printed name and title)

G707-1994

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	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company Farmington Casualty Company
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POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint ^(Regimen Notary Public, 3) of Jackson, MS, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: 107548688 Principal: Gulf Coast Solutions, LLC
 OR Obligees: City of Long Beach
 Project Description: St. Charles Avenue Drainage Improvements

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 16th day of June, 2022.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3860.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

**Minutes of August 16, 2022
Mayor and Board of Aldermen**

CERTIFICATE OF SUBSTANTIAL COMPLETION

City of Long Beach
PROJECT St. Charles Avenue Drainage Improvements
DATE OF ISSUANCE May 18, 2022

OWNER City of Long Beach
OWNER'S Contract No. _____
CONTRACTOR Gulf Coast 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 Gulf Coast 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

May 18, 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.

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 warranty.

CONTRACTOR: Two-year warranty per the attached letter from Gulf Coast Solutions.

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 August 10, 2022.

Overstreet & Associates, PLLC.

ENGINEER

By: 
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on August 10, 2022.

Gulf Coast Solutions, LLC.

CONTRACTOR

By: 

OWNER accepts this Certificate of Substantial Completion on _____.

City of Long Beach

OWNER

By: _____
(Authorized Signature)

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Mayor and Board of Aldermen**

ST. CHARLES DRAINAGE IMPROVEMENTS

PUNCHLIST

MAY 18, 2022

1. Establish satisfactory stand of grass (per specs) in all disturbed areas.
2. Remove all construction debris/materials, formwork on box interiors, etc.
3. Clean up trash & debris at the rip rap @ ~5+55
4. Remove obstructing rip rap at outfall @ ~5+55
5. Clean Catch-Basin @ ~5+50 and clean/flush pipe
6. Clean, regrade, and establish grass BOP - EOP
7. Clean, rake rock, asphalt, roots, other debris from ROW areas BOP - EOP
8. Add stone in driveway @ ~4+00, remove dirt/sand from stone driveway areas
9. Grout HDPE in N. invert of Conflict Box @ ~4+00
10. Clean up HDPE/conc. Invert in S. invert of Conflict Box @ ~4+00
11. Clip shoulder at 204 St. Charles; provide positive drainage.
12. Regrade ROW area at Pedestal Inlet @ ~2+30
13. Dress limestone trench crossing St. Charles
14. Restore sewer services north & south of Pedestal Inlet @ ~2+30; raise sewer services to final grade; reset caps & "donuts"
15. Install solid sod in high-slope areas per discussion on-site (approx. 200 SY), clip shoulders for positive drainage.
16. Provide record drawings (In State Plane Coordinates)

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Gulf Coast Solutions, LLC

Certified 8(a), MBE, WBE, DBE, EDWOSB

To The City of Long Beach:

Gulf Coast Solutions, LLC is issuing a two-year warranty on the St. Charles Avenue Drainage Improvements Project # 1177 since the finished project does not meet the finished plans specifications. This will allow plenty of real time data to make sure the system will work properly. At any point in this time period that it does not perform, Gulf Coast Solutions will either up size the 18" from the out fall back south to the conflict box with 24" or lower the outfall box and relay the 18" back to the conflict box.

Thank you for the opportunity,

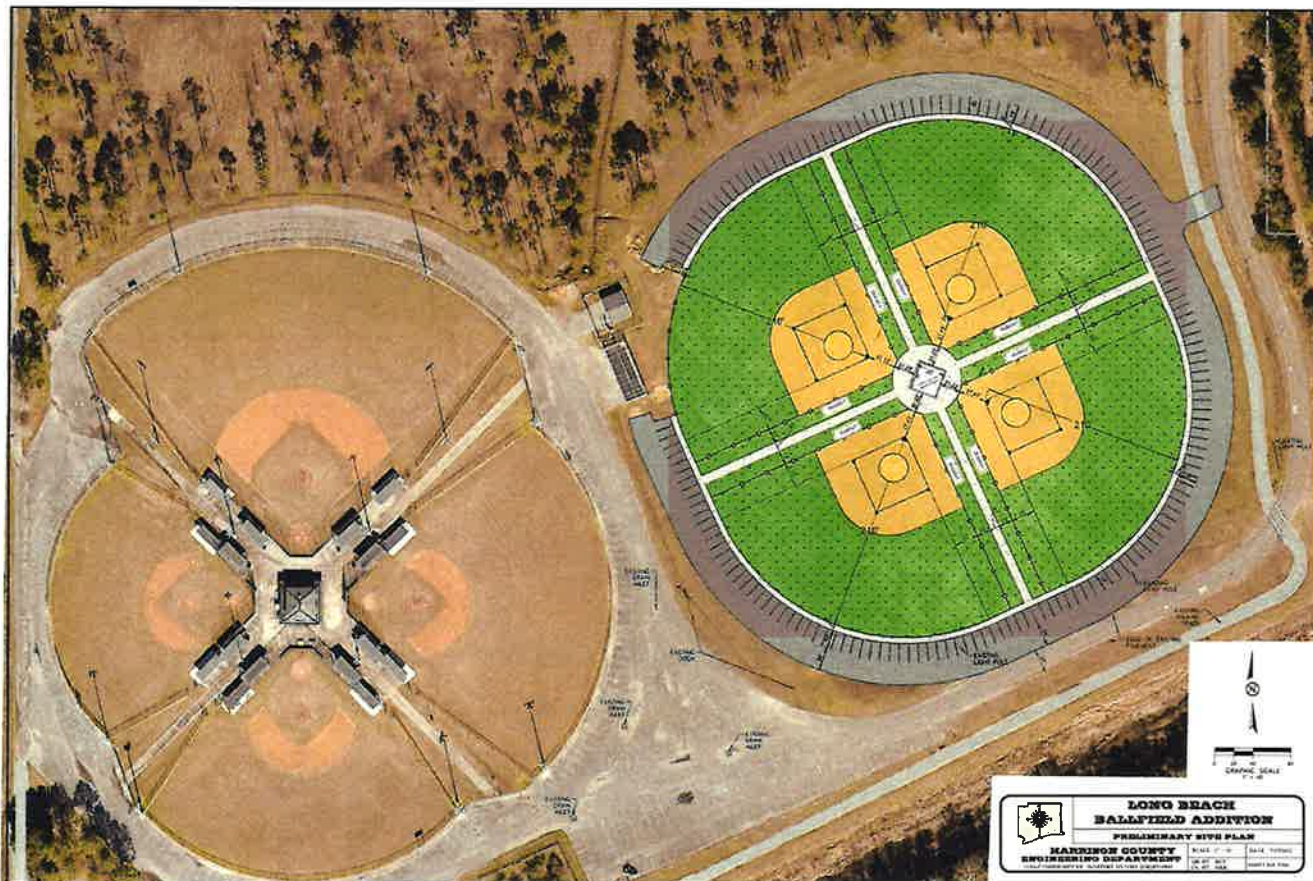
Ms Yvette R. Breazeale

Yvette R. Breazeale
Managing Member

12300 Big Creek Road
Gulfport, MS 39503
(228).234.9510 (office)
(228).224.5589 (Cell)

Minutes of August 16, 2022 Mayor and Board of Aldermen

Recreation Director Bob Paul provided the following diagram of the proposed layout of the new softball fields adjacent to the current baseball fields:



No action was required or taken.

There came on for discussion Derelict Properties, whereupon Alderman Johnson apprised the Board of ongoing issues with 320 Park Row. After further discussion, it was the consensus of the Aldermen to direct City Attorney Steve Simpson to research methods of cleaning/condemning properties so that a work session could be scheduled at a later date.

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 Brown made motion seconded by Alderman Johnson and unanimously carried to adjourn until the next regular meeting in due course.

**Minutes of August 16, 2022
Mayor and Board of Aldermen**

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