

**Minutes of May 3, 2022
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF MAY 3, 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**
- V. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
 - 1. Proclamation – Motorcycle Awareness Month
- VI. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VII. APPROVE MINUTES:**
 - 1. MAYOR AND BOARD OF ALDERMEN
 - a. April 19, 2022 Regular
 - 2. PLANNING AND DEVELOPMENT COMMISSION
 - a. April 28, 2022 Regular
- VIII. APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. 050322
- IX. UNFINISHED BUSINESS**
 - 1. Library Roof
 - 2. ARPA Funding
- X. NEW BUSINESS**
 - 1. Appeal – 19099 Pineville Road; Harmoni Towers
 - 2. Jeepin The Coast Entertainment Discussion – Alderman Frazer
 - 3. FY 23 Tidelands Grant Award
 - 4. Reject and Re-Advertise 72 Hour Push RFQ
 - 5. Award Debris Monitoring bid – Debris Tech LLC
 - 6. Award Debris Removal bid – TFR Enterprises, Inc.
 - 7. Award Emergency & Minor Work bid – JLB Contracting LLC
- XI. DEPARTMENTAL BUSINESS**
 - 1. MAYOR'S OFFICE
 - 2. PERSONNEL
 - a. Library – Step Increase (1)
 - 3. CITY CLERK
 - a. Budget Amendment FY 22; Recreation & Water Operations
 - 4. FIRE DEPARTMENT
 - 5. POLICE DEPARTMENT
 - a. MOU – Long Beach School District
 - 6. ENGINEERING
 - a. Contract – Mitchell Rd Drainage; Lagniappe Construction Co LLC
 - b. Contract – Public Works Roof; Contracting 24-7 LLC
 - c. Contract – Cemetery Improvements Phase I; Dixon Contracting Group LLC
 - d. Contract – Lynwood Subdivision Water System; Jay Bearden Construction Inc.
 - 7. PUBLIC WORKS
 - 8. RECREATION
 - 9. BUILDING OFFICE
 - 10. HARBOR
 - 11. DERELICT PROPERTIES
 - a. Assess Cleaning Fees 0 Lang Ave; William Stanley & Paula J. Ross
 - b. Assess Cleaning Fees 0 Lang Ave; Mark Burns
 - c. Assess Cleaning Fees 106 N Lang Ave; Lloyd S. Bullard
 - d. Assess Cleaning Fees 106 Lang Ave; Celestial International Holdings LLC
- XII. REPORT FROM CITY ATTORNEY**
- XIII. ADJOURN (OR) RECESS**

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

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

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

Mayor Bass proclaimed May 2022 as Motorcycle Awareness Month.

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the Regular minutes of the Mayor and Board of Aldermen dated April 19, 2022, as submitted.

Alderman Frazer made motion seconded by Alderman Johnson and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated April 28, 2022, as submitted.

Alderman McCaffrey made motion seconded by Alderman Frazer and unanimously carried to approve payment of invoices listed in Docket of Claims number 050322.

It was the consensus of the Board to table Library Roof until the next meeting on Tuesday, May 17, 2022.

There came on for discussion ARPA Funding, whereupon Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to schedule a work session to discuss ARPA funding Tuesday, May 10, 2022 at 5:00 pm, Long Beach city Hall Meeting Room, 201 Jeff Davis Avenue, Long Beach, Mississippi.

Upon the request of Rebecca Miller, representative of Harmoni Towers, Alderman Parker made motion seconded by Alderman Bennett and unanimously carried to postpone the Appeal Hearing for 19099 Pineville Road; Harmoni Towers until Tuesday, May 17, 2022

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There came on for discussion Jeepin The Coast Entertainment, whereupon Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to continue to hold the concert for Jeepin The Coast at the Town Green.

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to acknowledge the following FY 23 Tidelands Grant Award and extend their gratitude to Representative Richard Bennett and Senator Michael Thompson for their assistance securing these funds:



STATE OF MISSISSIPPI
Tate Reeves
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
Joe Spraggins, Executive Director

April 28, 2022

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

Re: Tidelands Grant Award- Long Beach Harbor Improvements

Dear Mayor, George Bass:

I am pleased to announce that the City of Long Beach has been awarded a Public Trust Tidelands grant for the above referenced project by the Mississippi Legislature. This award was authorized during the 2022 Mississippi Legislative session. We will forward the Grant Agreement to you for your review and signatures no later than November 30, 2022.

The authorized award for this project is listed below:

FY23- Long Beach Harbor Improvements - \$500,000.00

(The award amount is subject to reduction based on the actual total of Tidelands funds received from the Secretary of State's Office.)

Thank you for making the Mississippi Gulf Coast a better place to live and work. Please feel free to contact me at any time should the Mississippi Department of Marine Resources be of service to you, (P)228-523-4011 or joe.spraggins@dmr.ms.gov.

In appreciation,

Joe Spraggins, Executive Director

Joe Spraggins
Executive Director

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Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to reject the responses received for the 72 Hour Push RFQ and re-advertise.

Alderman McGoey made motion seconded by Alderman Frazer and unanimously carried to accept the following recommendation of the Selection Committee and award the Debris Monitoring services to Debris Tech, LLC:

MINUTES
Services for Debris Monitoring, Selection Committee

RE: City of Long Beach

Members Present: George Bass Griff Skellie
Joe Culpepper Patrick Bennett
Timothy McCaffrey, Jr. Donald Frazer

The Committee reviewed four (4) proposals submitted for the services referenced above using the following rating criteria for evaluation:

Criteria	Maximum Points
Price	30
Capacity for Performance	20
Qualifications	25
Experience	20
References	5
Total Points	100


The Committee members assigned points to each firm or individual based on a careful review of the content of each proposal.


Committee Member	Firm	Total Points
George Bass	n/a	
Griff Skellie	Debris Tech LLC	95
Joe Culpepper	Tetra Tech Inc.	100
Patrick Bennett	Debris Tech	94
Timothy McCaffrey Jr.	Debris Tech	100
Donald Frazer	Debris Tech LLC	95

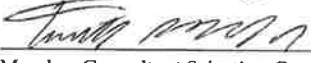
Based upon the tabulation of points, the proposal submitted by Debris Tech LLC received the highest number of points, therefore, the Committee recommends the selection for the firm of 483 to perform Services for Debris Monitoring.


Member Consultant Selection Committee


Member Consultant Selection Committee


Member Consultant Selection Committee


Member Consultant Selection Committee


Member Consultant Selection Committee


Member Consultant Selection Committee

Minutes of May 3, 2022 Mayor and Board of Aldermen

RECOMMENDATION OF DEBRIS MONITORING SERVICES SELECTION COMMITTEE

RE: Services for Debris Monitoring

Long Beach, Mississippi, requested proposals for Debris Monitoring, by order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on the 21st day of September, 2021.

The following proposals were received in the City Clerk's Office no later than 10:00 a.m., Tuesday, February 8, 2022. The Selection Committee met on April 26, 2022 at 10:00 a.m. to review the proposals received from the following firms and/or individuals.

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, FL 32751


Debris Tech, LLC
925 Goodyear Blvd.
Picayune, MS 39466

Hemphill Construction Company
P.O. Drawer 879
Florence, MS 39073-0879

Tetra Tech Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751

Each Committee member assigned points to each proposal based on the content of the proposal. The firm receiving the **highest** number of points is deemed by the Committee to be the most advantageous to the City. We, therefore, recommend award of a contract to Debris Tech LLC

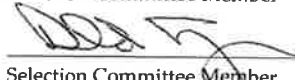
<u>Firm</u>	<u>Total Points</u>
Thompson Consulting Services	455
Debris Tech, LLC	483
Hemphill Construction Company	410
Tetra Tech Inc.	466



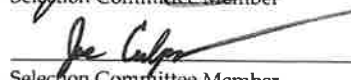
Selection Committee Member



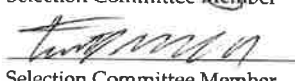
Selection Committee Member



Selection Committee Member



Selection Committee Member



Selection Committee Member

Selection Committee Member

Minutes of May 3, 2022
Mayor and Board of Aldermen

CERTIFICATION

This is to certify that I, Griff Skellie, am a member of the "Selection Committee for Debris Monitoring" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. An organization which employ, or is about to employ, any of the above

has a financial or other interest in the firm selected for award.

I have no conflict of interest in the selection of the contractors listed below:

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, FL 32751

Debris Tech, LLC
925 Goodyear Blvd.
Picayune, MS 39466

Hemphill Construction Company
P.O. Drawer 879
Florence, MS 39073-0879

Tetra Tech Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751



Griff Skellie



Date

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Mayor and Board of Aldermen

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CERTIFICATION

This is to certify that I, Joe Culpepper, am a member of the "Selection Committee for Debris Monitoring" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
 - b. Any member of his immediate family;
 - c. His or her partner, or
 - d. An organization which employ, or is about to employ, any of the above
- has a financial or other interest in the firm selected for award.

I have no conflict of interest in the selection of the contractors listed below:

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, FL 32751


Debris Tech, LLC
925 Goodyear Blvd.
Picayune, MS 39466

Hemphill Construction Company
P.O. Drawer 879
Florence, MS 39073-0879

Tetra Tech Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751



Joe Culpepper



Date

**Minutes of May 3, 2022
Mayor and Board of Aldermen**

CERTIFICATION

This is to certify that I, Patrick Bennett, am a member of the "Selection Committee for Debris Monitoring" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
 - b. Any member of his immediate family;
 - c. His or her partner, or
 - d. An organization which employ, or is about to employ, any of the above
- has a financial or other interest in the firm selected for award.

I have no conflict of interest in the selection of the contractors listed below:

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, FL 32751

Debris Tech, LLC
925 Goodyear Blvd.
Picayune, MS 39466

Hemphill Construction Company
P.O. Drawer 879
Florence, MS 39073-0879

Tetra Tech Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751



Patrick Bennett

4/26/22

Date

CERTIFICATION

This is to certify that I, Timothy McCaffrey Jr., am a member of the "Selection Committee for Debris Monitoring" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. An organization which employ, or is about to employ, any of the above

has a financial or other interest in the firm selected for award.

I have no conflict of interest in the selection of the contractors listed below:

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, FL 32751

Debris Tech, LLC
925 Goodyear Blvd.
Picayune, MS 39466

Hemphill Construction Company
P.O. Drawer 879
Florence, MS 39073-0879

Tetra Tech Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751



Timothy McCaffrey Jr.

4/26/22

Date

Minutes of May 3, 2022
Mayor and Board of Aldermen

CERTIFICATION

This is to certify that I, Donald Frazer, am a member of the "Selection Committee for Debris Monitoring" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. An organization which employ, or is about to employ, any of the above

has a financial or other interest in the firm selected for award.


I have no conflict of interest in the selection of the contractors listed below:

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, FL 32751

Debris Tech, LLC
925 Goodyear Blvd.
Picayune, MS 39466

Hemphill Construction Company
P.O. Drawer 879
Florence, MS 39073-0879

Tetra Tech Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751



 Donald Frazer

 4/26/2022

 Date

**Minutes of May 3, 2022
Mayor and Board of Aldermen**

Griff Skellie

**LONG BEACH, MISSISSIPPI
Services for Debris Monitoring, Selection Committee**

DATE: APRIL 26, 2022

SELECTION OF: Services for Debris Monitoring

	<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
1.	PRICE	30
2.	CAPACITY FOR PERFORMANCE	20
3.	QUALIFICATIONS	25
4.	EXPERIENCE	20
5.	REFERENCES	5
	TOTAL POINTS	100

<u>NAME</u>	<u>CRITERIA</u>					<u>TOTAL POINTS</u>
	1	2	3	4	5	
Thompson Consulting Services	20	20	25	20	5	90
Debris Tech, LLC	25	20	25	20	5	95
Hemphill Construction Company	15	20	25	20	5	85
Tetra Tech Inc.	20	20	25	20	5	90

Joe Culpepper

**LONG BEACH, MISSISSIPPI
Services for Debris Monitoring, Selection Committee**

DATE: APRIL 26, 2022

SELECTION OF: Services for Debris Monitoring

	<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
1.	PRICE	30
2.	CAPACITY FOR PERFORMANCE	20
3.	QUALIFICATIONS	25
4.	EXPERIENCE	20
5.	REFERENCES	5
	TOTAL POINTS	100

<u>NAME</u>	<u>CRITERIA</u>					<u>TOTAL POINTS</u>
	1	2	3	4	5	
Thompson Consulting Services	25	20	25	20	5	95
Debris Tech, LLC	24	20	25	20	5	94
Hemphill Construction Company	20	20	25	20	5	90
Tetra Tech Inc.	24	20	25	20	5	94

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Patrick Bennett

LONG BEACH, MISSISSIPPI Services for Debris Monitoring, Selection Committee

DATE: APRIL 26, 2022

SELECTION OF: Services for Debris Monitoring

	CRITERIA	MAXIMUM POINTS
1.	PRICE	30
2.	CAPACITY FOR PERFORMANCE	20
3.	QUALIFICATIONS	25
4.	EXPERIENCE	20
5.	REFERENCES	5
	TOTAL POINTS	100

NAME	CRITERIA					TOTAL POINTS
	1	2	3	4	5	
Thompson Consulting Services	25	20	20	20	5	90
Debris Tech, LLC	26	20	23	20	5	94
Hemphill Construction Company	10	20	20	20	5	75
Tetra Tech Inc.	24	20	20	20	5	93

Timothy McCaffrey Jr.

LONG BEACH, MISSISSIPPI Services for Debris Monitoring, Selection Committee

DATE: APRIL 26, 2022

SELECTION OF: Services for Debris Monitoring

	CRITERIA	MAXIMUM POINTS
1.	PRICE	30
2.	CAPACITY FOR PERFORMANCE	20
3.	QUALIFICATIONS	25
4.	EXPERIENCE	20
5.	REFERENCES	5
	TOTAL POINTS	100

NAME	CRITERIA					TOTAL POINTS
	1	2	3	4	5	
Thompson Consulting Services	20	20	25	20	5	90
Debris Tech, LLC	30	20	25	20	5	100
Hemphill Construction Company	10	20	20	20	5	75
Tetra Tech Inc.	20	20	25	20	5	90

**Minutes of May 3, 2022
Mayor and Board of Aldermen**

Donald Frazer

LONG BEACH, MISSISSIPPI
Services for Debris Monitoring, Selection Committee

DATE: APRIL 26, 2022

SELECTION OF: Services for Debris Monitoring

	<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
1.	PRICE	30
2.	CAPACITY FOR PERFORMANCE	20
3.	QUALIFICATIONS	25
4.	EXPERIENCE	20
5.	REFERENCES	5
	TOTAL POINTS	100

<u>NAME</u>	<u>CRITERIA</u>					<u>TOTAL POINTS</u>
	1	2	3	4	5	
Thompson Consulting Services	25	20	25	15	5	90
Debris Tech, LLC	30	20	25	15	5	95
Hemphill Construction Company	20	20	25	15	5	85
Tetra Tech Inc.	28	20	25	15	5	93

**Minutes of May 3, 2022
Mayor and Board of Aldermen**

Alderman McGoey made motion seconded by Alderman Johnson and unanimously carried to accept the following recommendation of the Selection Committee and award the Debris Removal services to TFR Enterprises:

**MINUTES
Services for Debris Removal, Selection Committee**

RE: City of Long Beach

Members Present: George Bass Griff Skellie
 Joe Culpepper Patrick Bennett
 Timothy McCaffrey, Jr. Donald Frazer

The Committee reviewed eight (8) proposals submitted for the services referenced above using the following rating criteria for evaluation:

<u>Criteria</u>	<u>Maximum Points</u>
Price	30
Capacity for Performance	25
Qualifications	20
Experience	20
References	<u>5</u>
Total Points	100

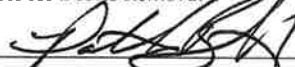
The Committee members assigned points to each firm or individual based on a careful review of the content of each proposal.

<u>Committee Member</u>	<u>Firm</u>	<u>Total Points</u>
<u>George Bass</u>	n/a	
<u>Griff Skellie</u>	Crowder Gulf	<u>95</u>
<u>Joe Culpepper</u>	Crowder Gulf	<u>92</u>
<u>Patrick Bennett</u>	Looks Great Svs	<u>97</u>
<u>Timothy McCaffrey Jr.</u>	TFR Enterprises	<u>98</u>
<u>Donald Frazer</u>	TFR Enterprises	<u>100</u>

Based upon the tabulation of points, the proposal submitted by TFR Enterprises received the highest number of points, therefore, the Committee recommends the selection for the firm of 473 to perform Services for Debris Removal



Member Consultant Selection Committee




Member Consultant Selection Committee



Member Consultant Selection Committee



Member Consultant Selection Committee



Member Consultant Selection Committee

Member Consultant Selection Committee

**Minutes of May 3, 2022
Mayor and Board of Aldermen**

**RECOMMENDATION OF DEBRIS REMOVAL SERVICES
SELECTION COMMITTEE**

RE: Services for Debris Removal

Long Beach, Mississippi, requested proposals for Debris Removal, by order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on the 21st day of September, 2021.

The following proposals were received in the City Clerk's Office no later than 10:00 a.m., Tuesday, February 8, 2022. The Selection Committee met on April 26, 2022 at 10:00 a.m. to review the proposals received from the following firms and/or individuals.

Looks Great Services of MS, Inc.
1501 Highway 13 North
Columbia, MS 39429

D&J Enterprises, Inc.
3495 Lee Rd. 10
Auburn, AL 36832

DRC Emergency Services
111 Veterans Blvd.
Metairie, LA 70005

KDF Enterprises LLC
370 Mountain View Road
Springville, AL 35146

TFR Enterprises, Inc.
601 Leander Drive
Leander, TX 78641

Ceres Environmental
974 Bayou Dularge Road
Houma, LA 70363

AshBritt, Inc.
565 East Hillsboro Blvd.
Deerfield, FL 33441

Crowder Gulf
5629 Commerce Blvd. East
Mobile, AL 36619

Each Committee member assigned points to each proposal based on the content of the proposal. The firm receiving the **highest** number of points is deemed by the Committee to be the most advantageous to the City. We, therefore, recommend award of a contract to TFR Enterprises Inc.

<u>Firm</u>	<u>Total Points</u>
<u>Looks Great Services of MS, Inc.</u>	<u>471</u>
<u>D&J Enterprise, Inc.</u>	<u>439</u>
<u>DRC Emergency Services</u>	<u>437</u>
<u>KDF Enterprises LLC</u>	<u>445</u>
<u>TFR Enterprises, Inc.</u>	<u>473</u>
<u>Ceres Environmental</u>	<u>412</u>
<u>AshBritt, Inc.</u>	<u>411</u>
<u>Crowder Gulf</u>	<u>444</u>



Selection Committee Member



Selection Committee Member



Selection Committee Member



Selection Committee Member



Selection Committee Member

Selection Committee Member

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Mayor and Board of Aldermen

CERTIFICATION

This is to certify that I, Griff Skellie, am a member of the "Selection Committee for Debris Removal" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. An organization which employ, or is about to employ, any of the above

has a financial or other interest in the firm selected for award.

I have no conflict of interest in the selection of the contractors listed below:

Looks Great Services of MS, Inc.
1501 Highway 13 North
Columbia, MS 39429

D&J Enterprises, Inc.
3495 Lee Rd. 10
Auburn, AL 36832

DRC Emergency Services
111 Veterans Blvd.
Metairie, LA 70005

KDF Enterprises LLC
370 Mountain View Road
Springville, AL 35146

TFR Enterprises, Inc.
601 Leander Drive
Leander, TX 78641

Ceres Environmental
974 Bayou Dularge Road
Houma, LA 70363

AshBritt, Inc.
565 East Hillsboro Blvd.
Deerfield, FL 33441

Crowder Gulf
5629 Commerce Blvd. East
Mobile, AL 36619


Griff Skellie

4/26/22
Date

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Mayor and Board of Aldermen

CERTIFICATION

This is to certify that I, Joe Culpepper, am a member of the "Selection Committee for Debris Removal" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. An organization which employ, or is about to employ, any of the above

has a financial or other interest in the firm selected for award.

I have no conflict of interest in the selection of the contractors listed below:

Looks Great Services of MS, Inc.
1501 Highway 13 North
Columbia, MS 39429

D&J Enterprises, Inc.
3495 Lee Rd. 10
Auburn, AL 36832

DRC Emergency Services
111 Veterans Blvd.
Metairie, LA 70005

KDF Enterprises LLC
370 Mountain View Road
Springville, AL 35146

TFR Enterprises, Inc.
601 Leander Drive
Leander, TX 78641

Ceres Environmental
974 Bayou Dularge Road
Houma, LA 70363

AshBritt, Inc.
565 East Hillsboro Blvd.
Deerfield, FL 33441

Crowder Gulf
5629 Commerce Blvd. East
Mobile, AL 36619



Joe Culpepper

4/26/22

Date

Minutes of May 3, 2022
Mayor and Board of Aldermen

CERTIFICATION

This is to certify that I, Patrick Bennett, am a member of the "Selection Committee for Debris Removal" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. An organization which employ, or is about to employ, any of the above

has a financial or other interest in the firm selected for award.

I have no conflict of interest in the selection of the contractors listed below:

Looks Great Services of MS, Inc.
1501 Highway 13 North
Columbia, MS 39429

D&J Enterprises, Inc.
3495 Lee Rd. 10
Auburn, AL 36832

DRC Emergency Services
111 Veterans Blvd.
Metairie, LA 70005

KDF Enterprises LLC
370 Mountain View Road
Springville, AL 35146

TFR Enterprises, Inc.
601 Leander Drive
Leander, TX 78641

Ceres Environmental
974 Bayou Dularge Road
Houma, LA 70363

AshBritt, Inc.
565 East Hillsboro Blvd.
Deerfield, FL 33441

Crowder Gulf
5629 Commerce Blvd. East
Mobile, AL 36619



Patrick Bennett



Date

Minutes of May 3, 2022
Mayor and Board of Aldermen

CERTIFICATION

This is to certify that I, Timothy McCaffrey Jr., am a member of the "Selection Committee for Debris Removal" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. An organization which employ, or is about to employ, any of the above

has a financial or other interest in the firm selected for award.

I have no conflict of interest in the selection of the contractors listed below:

Looks Great Services of MS, Inc.
1501 Highway 13 North
Columbia, MS 39429

D&J Enterprises, Inc.
3495 Lee Rd. 10
Auburn, AL 36832

DRC Emergency Services
111 Veterans Blvd.
Metairie, LA 70005

KDF Enterprises LLC
370 Mountain View Road
Springville, AL 35146

TFR Enterprises, Inc.
601 Leander Drive
Leander, TX 78641

Ceres Environmental
974 Bayou Dularge Road
Houma, LA 70363

AshBritt, Inc.
565 East Hillsboro Blvd.
Deerfield, FL 33441

Crowder Gulf
5629 Commerce Blvd. East
Mobile, AL 36619



Timothy McCaffrey Jr.

4/20/22

Date

Minutes of May 3, 2022
Mayor and Board of Aldermen

CERTIFICATION

This is to certify that I, Donald Frazer, am a member of the "Selection Committee for Debris Removal" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
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DRC Emergency Services
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KDF Enterprises LLC
370 Mountain View Road
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TFR Enterprises, Inc.
601 Leander Drive
Leander, TX 78641

Ceres Environmental
974 Bayou Dularge Road
Houma, LA 70363

AshBritt, Inc.
565 East Hillsboro Blvd.
Deerfield, FL 33441

Crowder Gulf
5629 Commerce Blvd. East
Mobile, AL 36619



Donald Frazer

4/26/22

Date

**Minutes of May 3, 2022
Mayor and Board of Aldermen**

Griff Skellie

LONG BEACH, MISSISSIPPI
Services for Debris Removal, Selection Committee

DATE: APRIL 26, 2022

SELECTION OF: Services for Debris Removal

	<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
1.	PRICE	30
2.	CAPACITY FOR PERFORMANCE	25
3.	QUALIFICATIONS	20
4.	EXPERIENCE	20
5.	REFERENCES	5
	TOTAL POINTS	100

<u>NAME</u>	<u>CRITERIA</u>					<u>TOTAL POINTS</u>
	1	2	3	4	5	
Looks Great Services of MS, Inc.	28	24	20	15	5	92 .
D&J Enterprises, Inc.	21	25	20	20	5	91 .
DRC Emergency Services	20	25	20	20	5	90 .
KDF Enterprises LLC	22	25	20	20	5	92 .
TFR Enterprises, Inc.	30	20	20	15	5	90 .
Ceres Environmental	23	25	20	20	5	93 .
AshBritt	24	25	20	20	5	94 .
Crowder Gulf	25	25	20	20	5	95 .

Minutes of May 3, 2022 Mayor and Board of Aldermen

Joe Culpepper

LONG BEACH, MISSISSIPPI
Services for Debris Removal, Selection Committee

DATE: APRIL 26, 2022

SELECTION OF: Services for Debris Removal

	<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
1.	PRICE	30
2.	CAPACITY FOR PERFORMANCE	25
3.	QUALIFICATIONS	20
4.	EXPERIENCE	20
5.	REFERENCES	5
	TOTAL POINTS	100

<u>NAME</u>	<u>CRITERIA</u>					<u>TOTAL POINTS</u>
	1	2	3	4	5	
Looks Great Services of MS, Inc.	29	20	25	20	5	89
D&J Enterprises, Inc.	22	20	18	20	5	85
DRC Emergency Services	25	20	15	20	5	85
KDF Enterprises LLC	24	20	15	20	5	84
TFR Enterprises, Inc.	30	20	15	20	5	90
Ceres Environmental	21	20	20	20	5	86
AshBritt	15	23	20	20	5	83
Crowder Gulf	22	25	20	20	5	92

**Minutes of May 3, 2022
Mayor and Board of Aldermen**

Patrick Bennett

LONG BEACH, MISSISSIPPI
Services for Debris Removal, Selection Committee

DATE: APRIL 26, 2022

SELECTION OF: Services for Debris Removal

	<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
1.	PRICE	30
2.	CAPACITY FOR PERFORMANCE	25
3.	QUALIFICATIONS	20
4.	EXPERIENCE	20
5.	REFERENCES	5
	TOTAL POINTS	100

<u>NAME</u>	<u>CRITERIA</u>					<u>TOTAL POINTS</u>
	1	2	3	4	5	
Looks Great Services of MS, Inc.	30	20 24	20	19	5	97.
D&J Enterprises, Inc.	24	20	20	17	5	86.
DRC Emergency Services	25	17	20	20	5	87.
KDF Enterprises LLC	24	15	20	20	5	84 93.
TFR Enterprises, Inc.	30	10	20	20	5	95.
Ceres Environmental	10	20	20	20	5	75.
AshBritt	11	21	20	21	5	78.
Crowder Gulf	23	21	20	23	5	92.

**Minutes of May 3, 2022
Mayor and Board of Aldermen**

Timothy McCaffrey Jr.

**LONG BEACH, MISSISSIPPI
Services for Debris Removal, Selection Committee**

DATE: APRIL 26, 2022

SELECTION OF: Services for Debris Removal

	<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
1. PRICE		30
2. CAPACITY FOR PERFORMANCE		25
3. QUALIFICATIONS		20
4. EXPERIENCE		20
5. REFERENCES		5
TOTAL POINTS		100

<u>NAME</u>	<u>CRITERIA</u>					<u>TOTAL POINTS</u>
	1	2	3	4	5	
Looks Great Services of MS, Inc.	28	24	20	20	5	97
D&J Enterprises, Inc.	22	22	20	20	5	89
DRC Emergency Services	25	17	20	20	5	87
KDF Enterprises LLC	25	22	20	20	5	92
TFR Enterprises, Inc.	30	23	20	20	5	98
Ceres Environmental	18	25	20	20	5	78
AshBritt	20	19	20	20	5	84
Crowder Gulf	22	20	20	20	5	87

**Minutes of May 3, 2022
Mayor and Board of Aldermen**

Donald Frazer

**LONG BEACH, MISSISSIPPI
Services for Debris Removal, Selection Committee**

DATE: APRIL 26, 2022

SELECTION OF: Services for Debris Removal

	<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
1.	PRICE	30
2.	CAPACITY FOR PERFORMANCE	25
3.	QUALIFICATIONS	20
4.	EXPERIENCE	20
5.	REFERENCES	5
	TOTAL POINTS	100

<u>NAME</u>	<u>CRITERIA</u>					<u>TOTAL POINTS</u>
	1	2	3	4	5	
Looks Great Services of MS, Inc.	28	25 23	20	20	5	96 .
D&J Enterprises, Inc.	22	25 21	20	20	5	88 .
DRC Emergency Services	26	25 17	20	20	5	88 .
KDF Enterprises LLC	24	25 15	20	20	5	84 .
TFR Enterprises, Inc.	30	25 25	20	20	5	100 .
Ceres Environmental	16	25 11	20	20	5	80 .
AshBritt	18	25 11	20	20	5	74 .
Crowder Gulf	20	25 13	20	20	5	78 .

Minutes of May 3, 2022 Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to accept the following recommendation of the Selection Committee and award the Emergency & Minor Work services to JLB Contracting LLC:

MINUTES
Services for Emergency & Minor Work, Selection Committee

RE: City of Long Beach

Members Present:

George Bass	Griff Skellie
Joe Culpepper	Patrick Bennett
Timothy McCaffrey, Jr.	Donald Frazer

The Committee reviewed four (4) proposals submitted for the services referenced above using the following rating criteria for evaluation:

<u>Criteria</u>	<u>Maximum Points</u>
Qualifications	20
Experience	20
Equipment	20
Price	40
Total Points	100

The Committee members assigned points to each firm or individual based on a careful review of the content of each proposal.

<u>Committee Member</u>	<u>Firm</u>	<u>Total Points</u>
<u>George Bass</u>	<u>n/a</u>	<u> </u>
<u>Griff Skellie</u>	<u>JLB Contracting LLC</u>	<u>97</u>
<u>Joe Culpepper</u>	<u>JLB Contracting LLC</u>	<u>100</u>
<u>Patrick Bennett</u>	<u>JLB Contracting LLC</u>	<u>100</u>
<u>Timothy McCaffrey Jr.</u>	<u>DNA Underground</u>	<u>99</u>
<u>Donald Frazer</u>	<u>JLB Contracting LLC</u>	<u>98</u>


Based upon the tabulation of points, the proposal submitted by JLB Contracting LLC received the highest number of points, therefore, the Committee recommends the selection for the firm of 493 to perform Services for Emergency & Minor Work



Member Consultant Selection Committee



Member Consultant Selection Committee



Member Consultant Selection Committee



Member Consultant Selection Committee



Member Consultant Selection Committee



Member Consultant Selection Committee

**Minutes of May 3, 2022
Mayor and Board of Aldermen**

**RECOMMENDATION OF EMERGENCY & MINOR WORK SERVICES
SELECTION COMMITTEE**

RE: Services for Emergency & Minor Work

Long Beach, Mississippi, requested proposals for Emergency & Minor Work, by order of the Mayor and Board of Aldermen at a regular meeting duly held and convened on the 15th day of February, 2022.

The following proposals were received in the City Clerk's Office no later than 10:00 a.m., Tuesday, March 22, 2022. The Selection Committee met on April 26, 2022 at 10:00 a.m. to review the proposals received from the following firms and/or individuals.

JLB Contracting, LLC
21294 Johnson Road
Long Beach, MS 39560

LJ Construction Inc.
11226 Dobson Road
Gulfport, MS 39503

DNA Underground LLC
16101 S Swan Road
Gulfport, MS 39503

Lagniappe Construction Company, LLC
5056 A Avenue
Long Beach, MS 39560

Each Committee member assigned points to each proposal based on the content of the proposal. The firm receiving the **highest** number of points is deemed by the Committee to be the most advantageous to the City. We, therefore, recommend award of a contract to JLB Contracting LLC

<u>Firm</u>	<u>Total Points</u>
JLB Contracting, LLC	493
LJ Construction Inc.	393
DNA Underground LLC	461
Lagniappe Construction Company, LLC	439
 Selection Committee Member	 Selection Committee Member
 Selection Committee Member	 Selection Committee Member
 Selection Committee Member	 Selection Committee Member

Minutes of May 3, 2022
Mayor and Board of Aldermen

CERTIFICATION

This is to certify that I, Griff Skellie, am a member of the "Selection Committee for Emergency & Minor Work" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. An organization which employ, or is about to employ, any of the above

has a financial or other interest in the firm selected for award.

I have no conflict of interest in the selection of the contractors listed below:

JLB Contracting, LLC
21294 Johnson Road
Long Beach, MS 39560

LJ Construction Inc.
11226 Dobson Road
Gulfport, MS 39503

DNA Underground LLC
16101 S Swan Road
Gulfport, MS 39503

Lagniappe Construction Company, LLC
5056 A Avenue
Long Beach, MS 39560



Griff Skellie



Date

Minutes of May 3, 2022
Mayor and Board of Aldermen

283

CERTIFICATION

This is to certify that I, Joe Culpepper, am a member of the "Selection Committee for Emergency & Minor Work" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
 - b. Any member of his immediate family;
 - c. His or her partner, or
 - d. An organization which employ, or is about to employ, any of the above
- has a financial or other interest in the firm selected for award.


I have no conflict of interest in the selection of the contractors listed below:

JLB Contracting, LLC
21294 Johnson Road
Long Beach, MS 39560

LJ Construction Inc.
11226 Dobson Road
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16101 S Swan Road
Gulfport, MS 39503

Lagniappe Construction Company, LLC
5056 A Avenue
Long Beach, MS 39560



Joe Culpepper



Date

Minutes of May 3, 2022
Mayor and Board of Aldermen

CERTIFICATION

This is to certify that I, Patrick Bennett, am a member of the "Selection Committee for Emergency & Minor Work" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
- b. Any member of his immediate family;
- c. His or her partner, or
- d. An organization which employ, or is about to employ, any of the above

has a financial or other interest in the firm selected for award.

I have no conflict of interest in the selection of the contractors listed below:

JLB Contracting, LLC
21294 Johnson Road
Long Beach, MS 39560

LJ Construction Inc.
11226 Dobson Road
Gulfport, MS 39503

DNA Underground LLC
16101 S Swan Road
Gulfport, MS 39503

Lagniappe Construction Company, LLC
5056 A Avenue
Long Beach, MS 39560



Patrick Bennett

Date 4/24/22

CERTIFICATION

This is to certify that I, Timothy McCaffrey Jr., am a member of the "Selection Committee for Emergency & Minor Work" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
 - b. Any member of his immediate family;
 - c. His or her partner, or
 - d. An organization which employ, or is about to employ, any of the above
- has a financial or other interest in the firm selected for award.

I have no conflict of interest in the selection of the contractors listed below:

JLB Contracting, LLC
21294 Johnson Road
Long Beach, MS 39560

LJ Construction Inc.
11226 Dobson Road
Gulfport, MS 39503

DNA Underground LLC
16101 S Swan Road
Gulfport, MS 39503

Lagniappe Construction Company, LLC
5056 A Avenue
Long Beach, MS 39560



Timothy McCaffrey Jr.

4/26/22

Date

Minutes of May 3, 2022 Mayor and Board of Aldermen

CERTIFICATION

This is to certify that I, Donald Frazer, am a member of the "Selection Committee for Emergency & Minor Work" for the City of Long Beach, Mississippi, and that I understand that I am prohibited by law from participating in the selection of or the award of a contract to a professional if a conflict of interest exists. Such a conflict would arise when

- a. The employee, officer or agent;
 - b. Any member of his immediate family;
 - c. His or her partner, or
 - d. An organization which employ, or is about to employ, any of the above
- has a financial or other interest in the firm selected for award.

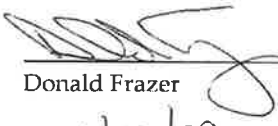
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Long Beach, MS 39560

LJ Construction Inc.
11226 Dobson Road
Gulfport, MS 39503

DNA Underground LLC
16101 S Swan Road
Gulfport, MS 39503

Lagniappe Construction Company, LLC
5056 A Avenue
Long Beach, MS 39560



Donald Frazer
4/26/22

Date

Griff Skellie

**LONG BEACH, MISSISSIPPI
Services for Emergency & Minor Work, Selection Committee**

DATE: APRIL 26, 2022

SELECTION OF: Services for Emergency & Minor Work

	<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
1.	QUALIFICATIONS	20
2.	EXPERIENCE	20
3.	EQUIPMENT	20
4.	PRICE	40
	TOTAL POINTS	100

<u>NAME</u>	<u>CRITERIA</u>				<u>TOTAL POINTS</u>
	1	2	3	4	
JLB Contracting, LLC	20	20	20	38	97
LJ Construction, Inc.	20	18	19	16	73
DNA Underground LLC	20	19	20	20 27	86
Lagniappe Construction Company LLC	19	16 19	19	31	85

**Minutes of May 3, 2022
Mayor and Board of Aldermen**

Joe Culpepper

**LONG BEACH, MISSISSIPPI
Services for Emergency & Minor Work, Selection Committee**

DATE: APRIL 26, 2022

SELECTION OF: Services for Emergency & Minor Work

	<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
1.	QUALIFICATIONS	20
2.	EXPERIENCE	20
3.	EQUIPMENT	20
4.	PRICE	40
	TOTAL POINTS	100

<u>NAME</u>	<u>CRITERIA</u>				<u>TOTAL POINTS</u>
	1	2	3	4	
JLB Contracting, LLC	20	40	20	20	100
LJ Construction, Inc.	20	35	20	20	95
DNA Underground LLC	20	38	20	20	98
Lagniappe Construction Company LLC	20	39	20	20	99

Patrick Bennett

**LONG BEACH, MISSISSIPPI
Services for Emergency & Minor Work, Selection Committee**

DATE: APRIL 26, 2022

SELECTION OF: Services for Emergency & Minor Work

	<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
1.	QUALIFICATIONS	20
2.	EXPERIENCE	20
3.	EQUIPMENT	20
4.	PRICE	40
	TOTAL POINTS	100

<u>NAME</u>	<u>CRITERIA</u>				<u>TOTAL POINTS</u>
	1	2	3	4	
JLB Contracting, LLC	20	20	20	40	100
LJ Construction, Inc.	17	20	19	10	66
DNA Underground LLC	18	20	18	35	91
Lagniappe Construction Company LLC	16	20	17	38	91

**Minutes of May 3, 2022
Mayor and Board of Aldermen**

Timothy McCaffrey Jr.

LONG BEACH, MISSISSIPPI
Services for Emergency & Minor Work, Selection Committee

DATE: APRIL 26, 2022

SELECTION OF: Services for Emergency & Minor Work

	<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
1. QUALIFICATIONS		20
2. EXPERIENCE		20
3. EQUIPMENT		20
4. PRICE		<u>40</u>
TOTAL POINTS		100

<u>NAME</u>	<u>CRITERIA</u>				<u>TOTAL POINTS</u>
	1	2	3	4	
JLB Contracting, LLC	20	20	20	28	98
LJ Construction, Inc.	20	20	18	20	78
DNA Underground LLC	20	20	19	40	99
Lagniappe Construction Company LLC	18	20	18	36	92

Donald Frazer

LONG BEACH, MISSISSIPPI
Services for Emergency & Minor Work, Selection Committee

DATE: APRIL 26, 2022

SELECTION OF: Services for Emergency & Minor Work

	<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
1. QUALIFICATIONS		20
2. EXPERIENCE		20
3. EQUIPMENT		20
4. PRICE		<u>40</u>
TOTAL POINTS		100

<u>NAME</u>	<u>CRITERIA</u>				<u>TOTAL POINTS</u>
	1	2	3	4	
JLB Contracting, LLC	20	28	20	40	98
LJ Construction, Inc.	16	20	16	25	81
DNA Underground LLC	18	16	18	35	87
Lagniappe Construction Company LLC	14	14	14	36	72

Mayor Bass addressed the issue of 18 wheelers getting stuck on the railroad crossings, and assured the citizens that a project to improve the approaches to the crossings was underway and construction should start soon.

**Minutes of May 3, 2022
Mayor and Board of Aldermen**

There came on for discussion a request for project submission through MDOT for the Emergency Road & Bridge Fund due on May 9, 2022. After discussion with Jason Overstreet of Overstreet and Associates, Alderman Parker made motion seconded by Alderman Johnson and unanimously carried to authorize Overstreet & Associates to make application for the above mentioned funds for the bridge on Commission Road just east of Klondyke Road and the bridge on Klondyke Road north of Commission Road.

At the request of Mayor Bass, Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to add the intersection of Klondyke & Commission Roads to the work session to be held on May 10, 2022, as scheduled earlier in the course of this meeting.

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

Library:

- Step Increase, Assistant Librarian Rebecca Sanzin, CSA-5-XI, effective Mary 1, 2022

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve FY 2022 Budget Amendments, as follows:

**City of Long Beach
Budget Amendment Request**

Fund Name	General _____	Date	5/3/2022
Department #	435 _____	Budget Entry #	_____
Department Name	Recreation _____		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Operating Supplies 435-610700	8,500	-	4,964	13,464
Fund Balance			(4,964)	(4,964)

Amendment to budget funds to install nets in batting cages at baseball & softball fields

**Minutes of May 3, 2022
Mayor and Board of Aldermen**

4/27/22/

From: Director Long beach parks @ Recreation

To: Mayor and Board of Alderman

Subj: Budget Amendment

Replacement Batting Cage nets for baseball and softball facilities

Cost: \$4,963.56

Operational supplies (435) 610700

Thank you

Robert j Paul Jr

recdept@cityoflongbeachms.com

228-669-7601

Hitting World



QUOTE

Date:	April 27, 2022
QUOTE #:	HW042222G2
Customer ID:	
Purchase Order #	
Valid Until:	May 27, 2022

Prepared for:
Bob Paul - City of Long Beach
recdept@cityoflongbeachms.com
228-669-7601

Ship To:
Long Beach MS

Salesperson	Shipping Method	Payment Terms	Due Date	Delivery Date
Bryan Sidensol	Ground	TBD	TBD	

Item #	Description	Qty	Unit Price	Line Total
	BCI Cage Hangers & Carabiner Clips (Pack of 50)	5	\$ 49.95	\$ 249.75
	ProMounds 6x12 Plain Green Batting Mat Pro	3	\$ 284.95	\$ 854.85
	Cimarron 55' L x 12' W x 12' H #42 TP Batting Cage Net	4	\$ 729.99	\$ 2,919.96
	Cimarron 70' L x 14' W x 12' H #42 TP Batting Cage Net	1	\$ 939.00	\$ 939.00
			\$	-
			\$	-
			\$	-
Subtotal				\$ 4,963.56
Sales Tax Rate				% 0.00
Sales Tax				\$ -
Shipping				\$ FREE
Total				\$ 4,963.56

Special Notes and Instructions
We accept: VISA / MC / AMEX / DISC / PAYPAL / CHECK BY MAIL / PURCHASE ORDERS

Make all checks payable to Hitting World

Thank you!

Should you have any questions concerning this quote please contact Bryan Sidensol at (877) 300-0087 x1

1480 Moraga Rd # C-272, Moraga, CA, 94556

Tel: (877) 300-0087 Fax: (650) 472-8975 E-mail: sales@hittingworld.com Web: www.hittingworld.com

**City of Long Beach
Budget Amendment Request**

Fund Name	<u>Water/Sewer</u>	Date	<u>5/3/2022</u>
Department #	<u>815</u>	Budget Entry #	<u> </u>
Department Name	<u>Water Operations</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
<u>Water System Projects</u>	<u>250,000</u>	<u>-</u>	<u>460,400</u>	<u>710,400</u>
<u>Fund Balance</u>	<u> </u>	<u> </u>	<u>(460,400)</u>	<u>(460,400)</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u>-</u>

Amendment to budget funds to for the Lynwood Circle Water Main Project

Amendment #12

Fire Chief Skellie gave an update on the meeting with FEMA regarding Hurricane Zeta damages in the harbor that had taken place earlier in the day. He stated a report regarding their findings should be forthcoming by Thursday. Chief Skellie further the Federal cost share for Hurricane Zeta has been increased from 75% to 90%.

Minutes of May 3, 2022
Mayor and Board of Aldermen

Alderman Brown made motion seconded by Alderman Johnson and unanimously carried to approve a MOU with Long Beach School District, and authorize Chief Seal and Chief Skellie to execute same, as follows:

Memorandum of Understanding
 between
LONG BEACH SCHOOL DISTRICT
 "District"
 and
LONG BEACH PUBLIC SAFETY
 "Agency"

This memorandum of understanding is between the above reference entities (together known as "the parties"), and concerns the use of nSide Inc. Products and Services by Agency for the benefit of District.

WHEREAS, Long Beach School District desires to better ensure the safety of the children in their charge;

WHEREAS, Long Beach Public Safety Agency wishes to utilize products designed and intended to better direct and assist First Responders in responding to both man-made and natural disasters; and,

WHEREAS, nSide Inc. provides said Agency with such products as to better protect and serve the children of the aforementioned District and said products are understood to better effectuate a First Responder situation.

NOW, THEREFORE, the above-referenced Parties Agree as follows:

1. That Agency is to be given restricted access to District property and information, with the understanding that District security and charge privacy protections are paramount, for the sole purpose of utilizing nSide Inc. technology to improve First Responder success, access, and effectiveness;
2. That sole discretion for disclosure of information prior to an emergency situation shall be vested exclusively with the Superintendent of said District;
3. That access to information for the purpose of this Agreement will only be made completely available upon the assumption of control by Law Enforcement during the execution of operations directly related to a disaster, which includes—but is not limited to, tornadoes, hurricanes, floods, fire, and active shooter situations, pursuant to the Family Educational Rights and Privacy Act and all other applicable state and local laws.
4. That upon the assumption of said authority access to information through the nSide Inc. system shall be made immediately available to Agency.
5. That under no other circumstance will information be made available to any outside Agency, Company, or individual, and that access shall be restricted to

Page 1 of 2

Minutes of May 3, 2022
Mayor and Board of Aldermen

only District Personnel.

IN WITNESS WHEREOF, the parties hereto have caused this memorandum of understanding to be entered into by their duly authorized representatives.

Talia Lock
Talia Lock, Ph.D.
Superintendent
Long Beach School District

Date 4-16-22

William Seal
William Seal
Chief
Long Beach Police Department

Date 5/3/22

Griff Skelle
Griff Skelle
Chief
Long Beach Fire Department

Date 5/3/22

<Name>
<Title>
<County> Emergency Management Agency

Date _____

**Minutes of May 3, 2022
Mayor and Board of Aldermen**

Alderman McCaffrey made motion seconded by Alderman McGoey and unanimously carried to approve the following contract with Lagniappe Construction Company, LLC for the Mitchell Road Drainage Improvements, and authorize the Mayor to execute same:

**EJCDC
SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Long Beach, P.O. Box 929, Long Beach, MS 39560

(Owner) and Lagniappe Construction Company, LLC

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Mitchell Road Drainage Improvements

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Mitchell Road Drainage Improvements

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by: **Overstreet & Associates, PLLC.**
161 Lameuse Street, Suite 203
Biloxi, MS 39530

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

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Minutes of May 3, 2022 Mayor and Board of Aldermen

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum of:

_____ (\$_____) (words) (numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
-----------------	--------------------	-------------	---------------------------	-------------------	------------------

AS PER ATTACHED BID

TOTAL OF ALL ESTIMATED PRICES _____ \$ _____

Minutes of May 3, 2022 Mayor and Board of Aldermen

(words)

(numerals)

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

One Hundred Forty-Six Thousand, Three Hundred Thirteen Dollars and 88/100

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **first or third** day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

- a. **95** percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

- b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **98** percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less **98** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate allowed by law at the place of the project.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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Mayor and Board of Aldermen**

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 6, inclusive).
 2. Performance bond (pages 1 to 2, inclusive).
 3. Payment bond (pages 1 to 2, inclusive).
 4. Other bonds (pages _____ to _____, inclusive).
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
 5. General Conditions (pages 1 to 68, inclusive).
 6. Supplementary Conditions (pages 1 to 2, inclusive).

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7. Special Conditions (pages 1 to 12 inclusive).
 8. Specifications as listed in the table of contents of the Project Manual.
 9. Drawings consisting of 8 sheets with each sheet bearing the following general title: **MITCHELL ROAD DRAINAGE IMPROVEMENTS**.
 10. Addenda (numbers 1 to 1, inclusive).
 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 9, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages N/A to N/A, inclusive).
 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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Minutes of May 3, 2022
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10.05 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on May 3, 2022 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Long Beach

Lagniappe Construction Company, LLC.

By: [Signature]

By: Jerry L Levens Jr

Title: Mayor

Title: Managing Member

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: [Signature]

Attest: Candace Jones

Title: City Clerk

Title: Bookkeeper

Address for giving notices:

Address for giving notices:

P.O. Box 929

5056 A Avenue

Long Beach, MS 39560

Long Beach, MS 39560

228-863-1556

228-697-0515

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: 22526-MC (Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

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Minutes of May 3, 2022
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following contract with Contracting 24-7, LLC for the Long Beach Public Works Facility Metal Roof Replacement, and authorize the Mayor to execute same:

EJCDC
SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Long Beach, P.O. Box 929, Long Beach, MS 39560
(Owner) and Contracting 24-7, LLC.
(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Long Beach Public Works Facility Metal Roof Replacement

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Long Beach Public Works Facility Metal Roof Replacement

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by: Overstreet & Associates, PLLC,
161 Lameuse Street, Suite 203
Biloxi, MS 39530

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

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00520-1

Minutes of May 3, 2022
Mayor and Board of Aldermen

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 60 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum of:

_____ (\$ _____)
(words) (numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
-----------------	--------------------	-------------	---------------------------	-------------------	------------------

AS PER ATTACHED BID

TOTAL OF ALL ESTIMATED PRICES _____ \$ _____

Minutes of May 3, 2022 Mayor and Board of Aldermen

(words)

(numerals)

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

Ninety-Eight Thousand, Six Hundred Forty Dollars and 00/100

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first or third day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 98 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate allowed by law at the place of the project.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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Minutes of May 3, 2022
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C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance bond (pages 1 to 2, inclusive).
3. Payment bond (pages 1 to 2, inclusive).
4. Other bonds (pages _____ to _____, inclusive):
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
5. General Conditions (pages 1 to 68, inclusive).
6. Supplementary Conditions (pages 1 to 9, inclusive).

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Minutes of May 3, 2022 Mayor and Board of Aldermen

7. Special Conditions (pages 1 to 8 inclusive).
 8. Specifications as listed in the table of contents of the Project Manual.
 9. Exhibit 1-7 in the Project Manual.
 10. Addenda (numbers 1 to 1, inclusive).
 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 14, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages N/A to N/A, inclusive).
 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Minutes of May 3, 2022
Mayor and Board of Aldermen

10.05 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on May 3, 2022 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Long Beach

Contracting 24-7, LLC

By: [Signature]

By: [Signature]

Title: Mayor

Title: Managing Member

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: [Signature]

Attest: _____

Title: City Clerk

Title: _____

Address for giving notices:

Address for giving notices:

P.O. Box 929

2201 Hewes Avenue

Long Beach, MS 39560

Gulfport, MS 39506

228-863-1556

228-861-3279

License No.: 21172-MC

(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

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Minutes of May 3, 2022
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman McGoey and unanimously carried to approve the following contract with Dixon Contracting Group, LLC for the Long Beach Cemetery Improvements – Phase I, and authorize the Mayor to execute same:

EJCDC
SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Long Beach, P.O. Box 929, Long Beach, MS 39560
(Owner) and Dixon Contracting Group, LLC.
(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

LONG BEACH CEMETERY IMPROVEMENTS – PHASE I

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

LONG BEACH CEMETERY IMPROVEMENTS – PHASE I

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by: Overstreet & Associates, PLLC.
161 Lameuse Street, Suite 203
Biloxi, MS 39530

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

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Mayor and Board of Aldermen

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum of:

_____ (\$ _____)
(words) (numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
-----------------	--------------------	-------------	---------------------------	-------------------	------------------

AS PER ATTACHED BID

TOTAL OF ALL ESTIMATED PRICES _____ \$ _____

Minutes of May 3, 2022 Mayor and Board of Aldermen

(words)

(numerals)

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

One Hundred Twenty-Two Thousand, Four Hundred Twenty-Nine Dollars and 00/100

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first or third day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 98 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate allowed by law at the place of the project.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance bond (pages 1 to 2, inclusive).
3. Payment bond (pages 1 to 2, inclusive).
4. ~~Other bonds (pages _____ to _____, inclusive):~~
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
5. General Conditions (pages 1 to 68, inclusive).
6. Supplementary Conditions (pages 1 to 9, inclusive).

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7. Special Conditions (pages 1 to 9 inclusive).
 8. Specifications as listed in the table of contents of the Project Manual.
 9. Drawings consisting of 8 sheets with each sheet bearing the following general title: **LONG BEACH CEMETERY IMPROVEMENTS PHASE 1**
 10. Addenda (numbers 1 to 1 inclusive).
 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 20 inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages N/A to N/A inclusive).
 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1 inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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10.05 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on May 3, 2022 (which is the Effective Date of the Agreement).

OWNER:

City of Long Beach

By: [Signature]

Title: Mayor

[CORPORATE SEAL]

Attest: [Signature]

Title: City Clerk

Address for giving notices:

P.O. Box 929

Long Beach, MS 39560

228-863-1556

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

CONTRACTOR:

Dixon Contracting Group, LLC.

By: [Signature]

Title: President

[CORPORATE SEAL]

Attest: [Signature]

Title: Office Manager

Address for giving notices:

312 Parkview Lane

Pass Christian, MS 39571

601-590-2068

License No.: 18279-MC

(Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

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Minutes of May 3, 2022
Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to approve the following contract with Jay Bearden Construction, Inc. for Lynwood Subdivision Water System Improvements, and authorize the Mayor to execute same:

EJCDC
SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Long Beach, P.O. Box 929, Long Beach, MS 39560
(Owner) and Jay Bearden Construction, Inc
(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

LYNWOOD SUBDIVISION WATER SYSTEM IMPROVEMENTS

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Lynwood Subdivision Water System Improvements

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by: Overstreet & Associates, PLLC.
161 Larnesse Street, Suite 203
Biloxi, MS 39530

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**Minutes of May 3, 2022
Mayor and Board of Aldermen**

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 150 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 150 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum of:

_____ (\$_____) (words) (numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
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AS PER ATTACHED BID

TOTAL OF ALL ESTIMATED PRICES _____ \$ _____

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(words)

(numerals)

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

Seven Hundred Three Thousand, Five Hundred Thirty-Five Dollars and 00/100

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first or third day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 95 percent of Work completed (with the balance being retainage) If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 98 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate allowed by law at the place of the project.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 6, inclusive).
 2. Performance bond (pages 1 to 2, inclusive).
 3. Payment bond (pages 1 to 2, inclusive).
 4. Other bonds (pages _____ to _____, inclusive):
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
 5. General Conditions (pages 1 to 68, inclusive).
 6. Supplementary Conditions (pages 1 to 9, inclusive).

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7. Special Conditions (pages 1 to 12 inclusive).
8. Specifications as listed in the table of contents of the Project Manual.
9. Drawings consisting of 16 sheets with each sheet bearing the following general title: LYNWOOD SUBDIVISION WATER SYSTEM IMPROVEMENTS
10. Addenda (numbers N/A to N/A, inclusive).
11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 14, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages N/A to N/A, inclusive).
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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10.05 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on May 3, 2022 (which is the Effective Date of the Agreement).

OWNER:

City of Long Beach

By: [Signature]

Title: Mayor

[CORPORATE SEAL]

Attest: [Signature]

Title: City Clerk

Address for giving notices:

P.O. Box 929

Long Beach, MS 39560

228-863-1556

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

CONTRACTOR:

Jay Bearden Construction, Inc.

By: [Signature]

Title: President

Attest: [Signature]

Title: Vice President

Address for giving notices:

662 Old Hwy 49 South

Richland, MS 39218

601-939-4292

License No.: 09155-MC

(Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

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Mayor and Board of Aldermen

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Jay Bearden Construction, Inc
P O Box 180428, Richland, MS 39218

SURETY (Name and Address of Principal Place of Business):
Travelers Casualty and Surety Company of America
Hartford, CT

OWNER (Name and Address):
City of Long Beach
P O Box 929
Long Beach, MS 39560

CONTRACT

Date:
Amount: Seven hundred three thousand five hundred thirty-five and no/100 (\$703,535.00)
Description (Name and Location): Lynwood Subdivision Water System Improvements

BOND

Bond Number: 107485121
Date (Not earlier than Contract Date):
Amount: Seven hundred three thousand five hundred thirty-five and no/100 (\$703,535.00)
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: Jay Bearden Construction, Inc

SURETY

Signature: Keth Bearden
Name and Title: Vice President



Travelers Casualty and Surety Company of America (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature and Title: John G. Raines, Attorney-in-Fact
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: [Signature]
Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

SURETY

Signature: _____ (Seal)
Name and Title: _____

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

EJCDC No. C-610 (2002 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

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1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract;
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment thereof to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, in Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions:
 - 12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)

Minutes of May 3, 2022
Mayor and Board of Aldermen

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Jay Bearden Construction, Inc
P O Box 180428, Richland, MS 39218

SURETY (Name and Address of Principal Place of Business):
Travelers Casualty and Surety Company of America
Hartford, CT

OWNER (Name and Address):
City of Long Beach
P O Box 929, Long Beach, MS 39560

CONTRACT

Date:
Amount: Seven hundred three thousand five hundred thirty-five and no/100 (\$703,535.00)
Description (Name and Location): Lynwood Subdivision Water System Improvements

BOND

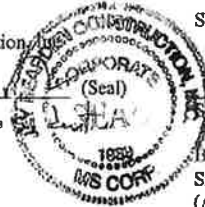
Bond Number: 107485121
Date (Not earlier than Contract Date):
Amount: Seven hundred three thousand five hundred thirty-five and no/100 (\$703,535.00)
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: Jay Bearden Construction, Inc

Signature: *Keith Bearden*
Name and Title: Vice President



SURETY

Travelers Casualty and Surety Company of America (Seal)
Surety's Name and Corporate Seal

By: *John O. Raines*
Signature and Title: John O. Raines, Attorney-in-Fact
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: *Sherrill Kelley*
Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)
Name and Title:

SURETY

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

EJCDC No. C-615 (2002 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

Minutes of May 3, 2022
Mayor and Board of Aldermen

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
 2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
 3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
 4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
 5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
 6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
 7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
 8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
 9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
 10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
 11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
 13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
 14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
- 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY -- Name, Address and Telephone
Surety Agency or Broker:
Owner's Representative (engineer or other party):

Minutes of May 3, 2022
Mayor and Board of Aldermen

	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance 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, and St. Paul Fire and Marine Insurance 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 JOHN G RAINES of RIDGELAND, Mississippi, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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 _____ day of _____, 20__




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
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 May 3, 2022
Mayor and Board of Aldermen**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/22/2022

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 Arthur J. Gallagher Risk Management Services, Inc. 1076 Highland Colony Parkway, Suite 300 Ridgeland MS 39157		CONTACT NAME: Rita Clark PHONE: SAIC No. Ext: 16016053133 E-MAIL: Rita.Clark@aajg.com ADDRESS: Rita.Clark@aajg.com		FAX: (AG No.)	
INSURED Jay Boarden Construction, Inc. P.O. Box 180428 Richland MS 39218		JAYBEAR-01		INSURER(S) AFFORDING COVERAGE	
		INSURER A: AmFed Casualty Insurance Company		NAIC # 11963	
		INSURER B: American Casualty Company of Reading, PA		20427	
		INSURER C: Continental Insurance Company		35289	
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 1534314089** **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.

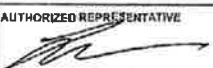
INSR LTR	TYPE OF INSURANCE	ADJ. SUBR INSD. WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCJR <input type="checkbox"/> GEN'L AGGREGATE LIMIT* APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LCC <input type="checkbox"/> OTHER	Y	7018302092	3/25/2022	3/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP'D AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	7018302108	3/25/2022	3/25/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
G	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	7018302111	3/25/2022	3/25/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MS) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC1216005756	7/1/2021	7/1/2022	<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)
 Project: Lynwood Subdivision
 Certificate holder is shown as additional insured on General Liability, Business Auto and Umbrella as required by written contract only as respects insured's operations.

CERTIFICATE HOLDER Overstreet & Associates Consulting Engineers 161 Lamuse Street, 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
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Minutes of May 3, 2022
 Mayor and Board of Aldermen

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 4/21/2022		
<p>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.</p> <p>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).</p>						
PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 1076 Highland Colony Parkway, Suite 300 Ridgeland MS 39157			CONTACT NAME: Rita Clark PHONE: (601) 805-1333 FAX: (601) 805-1333 E-MAIL: Rita.Clark@ajg.com		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: AmFed Casualty Insurance Company 11963 INSURER B: American Casualty Company of Reading, PA 20427 INSURER C: Continental Insurance Company 35289 INSURER D: INSURER E: INSURER F:	
INSURED Jay Bearden Construction, Inc. P.O. Box 180428 Richland MS 39218			JAYBEAR-01			
COVERAGES		CERTIFICATE NUMBER: 1855473302		REVISION NUMBER:		
<p>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.</p>						
INSR	TYPE OF INSURANCE	ADDITIONAL COVERED RISK	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		7018302092	3/25/2022	3/25/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		7018302108	3/25/2022	3/25/2023	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED. <input checked="" type="checkbox"/> RETENTION \$10,000		7018302111	3/25/2022	3/25/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<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 N/A	WC1218005750	7/1/2021	7/1/2022	<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) Project: Lynwood Subdivision						
CERTIFICATE HOLDER			CANCELLATION			
City of Long Beach 201 Jeff Davis Avenue Long Beach MS 38580			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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There came on for discussion an emergency force main repair at the lift station located at Railroad Street and Nicholson, whereupon Public Works Director Joe Culpepper and City Engineer David Ball apprised the Board of a section of 12" force main with the top rotted out which could be repaired either under the current Harrison County Utility Authority (HCUA) sewer replacement contract, or with the newly awarded City contract for Emergency & Minor Work, both of which are with JLB Contracting, LLC. After further discussion, Alderman Parker made motion seconded

Minutes of May 3, 2022
Mayor and Board of Aldermen

by Alderman Bennett and unanimously carried to have the work completed under the current HCUA contract with JLB Contracting, LLC at an approximate cost of \$25,000.

Mayor Bass updated the Board on the Magnolia Run subdivision and stated no one was present at the Planning & Development Commission meeting on April 28, 2022 regarding their tree removal application, therefore it was denied. They must re-submit the request for consideration.

Alderman McGoey made motion seconded by Alderman McCaffrey and unanimously carried to declare an Executive Session for the transaction of public business, to wit: To discuss a personnel issue.

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

* *

The meeting resumed in Open Session, whereupon Alderman Brown recused himself due to a potential conflict. Alderman Frazer made motion seconded by Alderman McGoey to authorize a \$200 per month stipend for Assistant Harbor Master David Falks for additional duties assumed after the resignation of the Harbor Master. The Mayor declared the motion carried upon the affirmative voice vote of all Aldermen present and voting.

* *

Alderman Brown returned to the meeting at this time.

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The Mayor and Board of Aldermen took up the matter of assessing the costs of cleaning property located at 0 Lang Avenue, Long Beach, Mississippi. After a discussion of the subject, Alderman Frazer offered and moved the adoption of the following Resolution and Order:

RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI ASSESSING THE COSTS OF CLEANING CERTAIN PROPERTY LOCATED AT 0 LANG AVENUE, LONG BEACH, MISSISSIPPI, PREVIOUSLY ADJUDICATED BY THE CITY TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY, AND ORDERING SAME TO BE ENROLLED AS A LIEN AGAINST THE PROPERTY, AND THE PROPERTY TO BE SOLD FOR COLLECTION OF SAME BY THE COLLECTOR OF MUNICIPAL TAXES AND THE NEXT SALE CONDUCTED BY SUCH TAX COLLECTOR FOR SUCH PURPOSES, AND RELATED PURPOSES.

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

1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 0 Lang Avenue, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of February 1, 2022, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be held March 1, 2022, and directed notice of said hearing be served on the owner of said property in the manner as provided by said MCA Section 21-19-11;

2. That such hearing was conducted on March 1, 2022, having previously served the owner of said property, either by registered mail as is evidenced by the return receipt included in the materials produced at said hearing, or by personal service by police officer as evidenced by the return of service of such police officer, or by posting and publication of same, such service being in accordance with said MCA Section 21-19-11, and proof of same being spread upon the minutes of the Governing Authorities taken of such hearing;

3. That the Mayor and Board of Aldermen having considered testimony evidence adduced at hearing regarding the condition of the subject property and the observations of individual Aldermen concerning the condition of the subject property in

its condition on the date of hearing, and being fully advised in the premises, did find and adjudicate on the hearing date that the property was in such a state of uncleanliness as to be a menace to the public health and safety of the community;

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

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

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

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

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 0 Lang Avenue, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0512H-01-009.000, and according to said tax records is owned by William Stanley & Paul J. Ross, having heretofore been adjudicated to be a menace to the public health and safety of the community in accordance with Miss. Code Annotated Section 21-19-11, and the owner of same failing to have same cleaned as required within the time allowed by law; and same being thereupon cleaned by the City, the City does hereby assess the costs of such cleanup against the property, does hereby impose same as a lien against the property as allowed by law, and does hereby order and direct such lien against the property to be enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

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

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3. The fine assessed and imposed hereby is in the TOTAL amount of \$4,131.90, \$2,631.90 being the cost of such clean up in accordance with the attached Exhibit A, together with a penalty of \$1,500.00, being not more than either One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost of clean-up, whichever is greater, as allowed by law, all to be assessed against the said parcel of land.

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

Alderman Donald Frazer	voted	Aye
Alderman Patrick Bennett	voted	Aye
Alderman Bernie Parker	voted	Aye
Alderman Angie Johnson	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Mike Brown	voted	Aye
Alderman Pete McGoey	voted	Aye

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 3rd day of May, 2022.

APPROVED:



George L. Bass, Mayor

ATTEST:



Stacey Dahl, City Clerk

The Mayor and Board of Aldermen took up the matter of assessing the costs of cleaning property located at 0 Lang Avenue, Long Beach, Mississippi. After a discussion of the subject, Alderman Frazer offered and moved the adoption of the following Resolution and Order:

RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI ASSESSING THE COSTS OF CLEANING CERTAIN PROPERTY LOCATED AT 0 LANG AVENUE, LONG BEACH, MISSISSIPPI, PREVIOUSLY ADJUDICATED BY THE CITY TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY, AND ORDERING SAME TO BE ENROLLED AS A LIEN AGAINST THE PROPERTY, AND THE PROPERTY TO BE SOLD FOR COLLECTION OF SAME BY THE COLLECTOR OF MUNICIPAL TAXES AND THE NEXT SALE CONDUCTED BY SUCH TAX COLLECTOR FOR SUCH PURPOSES, AND RELATED PURPOSES.

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

1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 0 Lang Avenue, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of February 1, 2022, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be held March 1, 2022, and directed notice of said hearing be served on the owner of said property in the manner as provided by said MCA Section 21-19-11;

2. That such hearing was conducted on March 1, 2022, having previously served the owner of said property, either by registered mail as is evidenced by the return receipt included in the materials produced at said hearing, or by personal service by police officer as evidenced by the return of service of such police officer, or by posting and publication of same, such service being in accordance with said MCA Section 21-19-11, and proof of same being spread upon the minutes of the Governing Authorities taken of such hearing;

3. That the Mayor and Board of Aldermen having considered testimony evidence adduced at hearing regarding the condition of the subject property and the observations of individual Aldermen concerning the condition of the subject property in

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its condition on the date of hearing, and being fully advised in the premises, did find and adjudicate on the hearing date that the property was in such a state of uncleanliness as to be a menace to the public health and safety of the community;

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

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

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

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

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 0 Lang Avenue, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0512H-01-010.000, and according to said tax records is owned by Mark Burns, having heretofore been adjudicated to be a menace to the public health and safety of the community in accordance with Miss. Code Annotated Section 21-19-11, and the owner of same failing to have same cleaned as required within the time allowed by law; and same being thereupon cleaned by the City, the City does hereby assess the costs of such cleanup against the property, does hereby impose same as a lien against the property as allowed by law, and does hereby order and direct such lien against the property to be enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

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

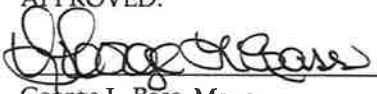
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3. The fine assessed and imposed hereby is in the TOTAL amount of \$7,979.58, \$6,479.58 being the cost of such clean up in accordance with the attached Exhibit A, together with a penalty of \$1,500.00, being not more than either One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost of clean-up, whichever is greater, as allowed by law, all to be assessed against the said parcel of land.

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

Alderman Donald Frazer	voted	Aye
Alderman Patrick Bennett	voted	Aye
Alderman Bernie Parker	voted	Aye
Alderman Angie Johnson	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Mike Brown	voted	Aye
Alderman Pete McGoey	voted	Aye

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 3rd day of May, 2022.

APPROVED:

George L. Bass, Mayor

ATTEST:

Stacey Dahl, City Clerk

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The Mayor and Board of Aldermen took up the matter of assessing the costs of cleaning property located at 106 N. Lang Avenue, Long Beach, Mississippi. After a discussion of the subject, Alderman McCaffrey offered and moved the adoption of the following Resolution and Order:

RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI ASSESSING THE COSTS OF CLEANING CERTAIN PROPERTY LOCATED AT 106 N. LANG AVENUE, LONG BEACH, MISSISSIPPI, PREVIOUSLY ADJUDICATED BY THE CITY TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY, AND ORDERING SAME TO BE ENROLLED AS A LIEN AGAINST THE PROPERTY, AND THE PROPERTY TO BE SOLD FOR COLLECTION OF SAME BY THE COLLECTOR OF MUNICIPAL TAXES AND THE NEXT SALE CONDUCTED BY SUCH TAX COLLECTOR FOR SUCH PURPOSES, AND RELATED PURPOSES.

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

1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 106 N. Lang Avenue, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of February 1, 2022, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be held March 1, 2022, and directed notice of said hearing be served on the owner of said property in the manner as provided by said MCA Section 21-19-11;
2. That such hearing was conducted on March 1, 2022, having previously served the owner of said property, either by registered mail as is evidenced by the return receipt included in the materials produced at said hearing, or by personal service by police officer as evidenced by the return of service of such police officer, or by posting and publication of same, such service being in accordance with said MCA Section 21-19-11, and proof of same being spread upon the minutes of the Governing Authorities taken of such hearing;
3. That the Mayor and Board of Aldermen having considered testimony evidence adduced at hearing regarding the condition of the subject property and the

observations of individual Aldermen concerning the condition of the subject property in its condition on the date of hearing, and being fully advised in the premises, did find and adjudicate on the hearing date that the property was in such a state of uncleanness as to be a menace to the public health and safety of the community;

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

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

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

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

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 106 N. Lang Avenue, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0512H-01-011.000, and according to said tax records is owned by Lloyd S. Bullard Jr., having heretofore been adjudicated to be a menace to the public health and safety of the community in accordance with Miss. Code Annotated Section 21-19-11, and the owner of same failing to have same cleaned as required within the time allowed by law; and same being thereupon cleaned by the City, the City does hereby assess the costs of such cleanup against the property, does hereby impose same as a lien against the property as allowed by law, and does hereby order and direct such lien against the property to be enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

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


3. The fine assessed and imposed hereby is in the TOTAL amount of \$8,288.70, \$6,788.70 being the cost of such clean up in accordance with the attached Exhibit A, together with a penalty of \$1,500.00, being not more than either One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost of clean-up, whichever is greater, as allowed by law, all to be assessed against the said parcel of land.

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

Alderman Donald Frazer	voted	Aye
Alderman Patrick Bennett	voted	Aye
Alderman Bernie Parker	voted	Aye
Alderman Angie Johnson	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Mike Brown	voted	Aye
Alderman Pete McGoey	voted	Aye

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 3rd day of May, 2022.

APPROVED:


George L. Bass, Mayor

ATTEST:


Stacey Dahl, City Clerk

The Mayor and Board of Aldermen took up the matter of assessing the costs of cleaning property located at 106 Lang Avenue, Long Beach, Mississippi. After a discussion of the subject, Alderman Brown offered and moved the adoption of the following Resolution and Order:

RESOLUTION AND ORDER BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI ASSESSING THE COSTS OF CLEANING CERTAIN PROPERTY LOCATED AT 106 LANG AVENUE, LONG BEACH, MISSISSIPPI, PREVIOUSLY ADJUDICATED BY THE CITY TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY, AND ORDERING SAME TO BE ENROLLED AS A LIEN AGAINST THE PROPERTY, AND THE PROPERTY TO BE SOLD FOR COLLECTION OF SAME BY THE COLLECTOR OF MUNICIPAL TAXES AND THE NEXT SALE CONDUCTED BY SUCH TAX COLLECTOR FOR SUCH PURPOSES, AND RELATED PURPOSES.

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

1. That on complaint and motion of the Governing Authorities of the City of Long Beach wherein lies the property known as 106 Lang Avenue, Long Beach, Mississippi, (hereinafter referred to as the subject parcel), and after discussion of same, the Mayor and Board of Aldermen, at its regular meeting of February 1, 2022, on its own motion did set a hearing to determine whether or not the subject parcel, in its then condition, was in such a state of uncleanness as to be a menace to the public health and safety of the community in accordance with Miss Code Annotated Section 21-19-11, as amended, said hearing to be held March 1, 2022, and directed notice of said hearing be served on the owner of said property in the manner as provided by said MCA Section 21-19-11;

2. That such hearing was conducted on March 1, 2022, having previously served the owner of said property, either by registered mail as is evidenced by the return receipt included in the materials produced at said hearing, or by personal service by police officer as evidenced by the return of service of such police officer, or by posting and publication of same, such service being in accordance with said MCA Section 21-19-11, and proof of same being spread upon the minutes of the Governing Authorities taken of such hearing;

3. That the Mayor and Board of Aldermen having considered testimony evidence adduced at hearing regarding the condition of the subject property and the

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observations of individual Aldermen concerning the condition of the subject property in its condition on the date of hearing, and being fully advised in the premises, did find and adjudicate on the hearing date that the property was in such a state of uncleanliness as to be a menace to the public health and safety of the community;

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

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

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

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

1. That the parcel of land lying and being situated in the City of Long Beach, First Judicial District of Harrison County, Mississippi, and having the street address of 106 Lang Avenue, Long Beach, Mississippi, which parcel of land is identified by Harrison County Tax Parcel Number 0512H-01-011.000, and according to said tax records is owned by Celestial International Holdings LLC, having heretofore been adjudicated to be a menace to the public health and safety of the community in accordance with Miss. Code Annotated Section 21-19-11, and the owner of same failing to have same cleaned as required within the time allowed by law; and same being thereupon cleaned by the City, the City does hereby assess the costs of such cleanup against the property, does hereby impose same as a lien against the property as allowed by law, and does hereby order and direct such lien against the property to be enrolled in the office of the circuit clerk of the county as other judgments are enrolled.

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


3. The fine assessed and imposed hereby is in the TOTAL amount of \$7,857.15, \$6,357.15 being the cost of such clean up in accordance with the attached Exhibit A, together with a penalty of \$1,500.00, being not more than either One Thousand Five Hundred Dollars (\$1,500.00) or fifty percent (50%) of the actual cost of clean-up, whichever is greater, as allowed by law, all to be assessed against the said parcel of land.

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

Alderman Donald Frazer	voted	Aye
Alderman Patrick Bennett	voted	Aye
Alderman Bernie Parker	voted	Aye
Alderman Angie Johnson	voted	Aye
Alderman Timothy McCaffrey, Jr.	voted	Aye
Alderman Mike Brown	voted	Aye
Alderman Pete McGoey	voted	Aye

The question having received the Affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 3rd day of May, 2022.

APPROVED:


George L. Bass, Mayor

ATTEST:


Stacey Dahl, City Clerk

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The Mayor recognized the City Attorney for his report, whereupon he apprised the Board that he was still in negotiation with the contractor who damaged the sewer main at Cleveland Avenue and Railroad Street and was hopeful to have this finalized by next meeting. 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.

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