

**Minutes of September 20, 2022  
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET  
REGULAR MEETING OF SEPTEMBER 20, 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.  
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- I. CALL TO ORDER**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. ROLL CALL AND ESTABLISH QUORUM**
- IV. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
  - 1. Safe Haven Baby Boxes – Caitlin Kelly
  - 2. Annual Insurance Renewal – Tom Sawyer
- V. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VI. APPROVE MINUTES:**
  - 1. MAYOR AND BOARD OF ALDERMEN
    - a. September 6, 2022
  - 2. PLANNING AND DEVELOPMENT COMMISSION
    - a. September 8, 2022
    - b. Appeal – Short Term Rental 124 English Village
- VII. APPROVE DOCKET OF CLAIMS NUMBER(S):**
  - 1. 092022
- VIII. UNFINISHED BUSINESS**
  - 1. Evacuation Route
    - a. Request to Pave Evacuation Route – David Rein
  - 2. ARPA Premium Pay
  - 3. Lease – City Hall Office Space; Overstreet & Associates
  - 4. MDOT – Form LPA-100 – Pineville Rd Sidewalks Phase II
- IX. NEW BUSINESS**
  - 1. Special Event App & Fee Waiver – Full Circle Martial Arts; Anti-Bullying 5K
  - 2. Letter of Engagement – Right-of-Way Technology; Pineville Rd Sidewalks Phase II
  - 3. Grant Award & Agreement – Mississippi Library Commission; ARPA Funds
  - 4. Authorize Advertisement – Long Beach Streetscape Signage
  - 5. Sponsorship Request – Jeepin The Coast 2023
  - 6. Dedication of Cemetery Flagpole
  - 7. Project Close Out – Joycc Basin Drainage
  - 8. Resolution – Request Harrison County Assistance at Walking Track
- X. DEPARTMENTAL BUSINESS**
  - 1. MAYOR'S OFFICE
  - 2. PERSONNEL
  - 3. CITY CLERK
    - a. Cemetery Plot Purchase – Robert Palmer
    - b. August 2022 Revenue/Expense Report
    - c. Engagement Letter FY 22 – Wolfe, McDuff & Oppie
    - d. Budget Amendment FY 22
  - 4. FIRE DEPARTMENT
  - 5. POLICE DEPARTMENT
  - 6. ENGINEERING
    - a. Contract – Post-Disaster Road Clearing (72 Hr Push); JLB Contractors
    - b. Contract – Emergency & Minor Construction Services; JLB Contractors
    - c. Contract – 2022 Sewer Rehabilitation; Suncoast Infrastructure
    - d. Contract – Long Beach Library Roof Repairs; Rowell Roofing
    - e. Contract – Harbor Hurr. Zeta Debris Removal; Gill's Crane & Dozer Services
    - f. 2022 ARPA Applications – Water & Sewer Master Plan
    - g. Authorization for Advertisement – 2<sup>nd</sup> Street Sidewalk Extension
  - 7. PUBLIC WORKS
  - 8. RECREATION
  - 9. BUILDING OFFICE
  - 10. HARBOR
  - 11. DERELICT PROPERTIES
    - a. Derelict Property List
- XI. REPORT FROM CITY ATTORNEY**
- XII. ADJOURN (OR) RECESS**

**Minutes of September 20, 2022  
Mayor and Board of Aldermen**

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

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

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

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Mayor Bass recognized Caitlyn Kelly who presented information on Safe Haven Baby Boxes. Ms. Kelly also stated that all costs for purchasing and installing the infant surrender boxes would be obtained through fund raising. After discussion, Alderman Brown made motion seconded by Alderman McGoey and unanimously carried to approve the installation of a Safe Haven Baby Box in the City of Long Beach and to direct City Attorney Steve Simpson to draft the required ordinance to be adopted at the next meeting on October 4, 2022.

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Mayor Bass recognized Senior Corporate Sales Executive Tom Sawyer of Brown & Brown Insurance who presented the City’s Annual Insurance Renewal. After discussion, Alderman Brown made discussion seconded by Alderman Frazer and unanimously carried to approve the following renewal:

**Proposal Premium Summary**

Line of Business	2021-2022 Expiring Premium 2% Wind Deductible	2022-2023 Renewal Premium 5% Wind Deductible	2022-2023 Renewal Premium 3% Deductible
Property( Westchester)	\$300,000.00	\$360,582.00	\$370,000
Fees	\$2,500.00	\$2,500.00	\$2,500.00
Taxes	\$21,931.25	\$26,323.45	\$27,006.25
<b>Total</b>	<b>\$324,431.25</b>	<b>\$389,405.45</b>	<b>\$399,506.25</b>
Property Excess(Evanston)		\$40,000.00	\$42,500.00
Fees		\$500.00	\$500.00
Taxes		\$2,936.00	\$3,117.50
<b>Total</b>		<b>\$43,436.25</b>	<b>\$46,117.50</b>
Property Excess(Arch)	\$44,000.00	\$40,843.00	\$44,843.00
Fees	\$600.00	\$600.00	\$600.00
Taxes	\$3,233.50	\$3,004.62	\$3,294.62
<b>Total</b>	<b>\$47,833.50</b>	<b>\$44,447.62</b>	<b>\$48,737.62</b>
<b>Total Property Premium</b>	<b>\$372,264.75</b>	<b>\$483,456.20</b>	<b>\$500,528.25</b>
General Liability	\$18,357.00	\$19,356.00	\$19,356.00
Employee Benefits Liability	\$381.00	\$381.00	\$381.00
Law Enforcement Liability	\$6,769.00	\$40,841.00	\$40,841.00
Public Entity Management Liability	\$12,951.00	\$7,768.00	\$7,768.00
Public Entity Employment Related Practices Liability	\$35,303.00	\$14,926.00	\$14,926.00
Auto Liability	\$41,003.00	\$14,926.00	\$14,926.00
Auto Physical Damage	\$14,423.00	\$17,186.00	\$17,186.00
<b>Total Package</b>	<b>\$120,970.00</b>	<b>\$149,176.00</b>	<b>\$149,176.00</b>
Workers Compensation	\$88,196.00	\$127,789 .00	\$113,000.00
Cyber	\$19,565.00	\$18,686.00	\$18,686.00
<b>Grand Total</b>	<b>\$730,182.75</b>	<b>\$894,491.20</b>	<b>\$896,774.25</b>

This quote is valid for (30) days or until the proposed effective date, whichever is first.

**Payment Plans**

- Financing is available upon request.



*This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of differences, the policy will prevail.*

BROWN & BROWN

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The full renewal package is on file in the City Clerk’s Office.

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Alderman McGoey made motion seconded by Alderman Johnson and unanimously carried to approve the minutes of the regular meeting of the Mayor and Board of Aldermen dated September 6, 2022, as submitted.

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Alderman Parker made motion seconded by Alderman McGoey and unanimously carried to approve the minutes of the regular meeting of the Planning & Development Commission dated September 8, 2022, as submitted.

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There came on for discussion the following Appeal – Short Term Rental 124 English Village:

RECEIVED  
SEP 12 2022  
3:15 PM KH

Attention:

Long Beach Mayor and Board of Alderman

Subject:

Appeal of Planning Commission Approval (Sept. 8, 2022)

re. Short Term Rental Permit on English Village Drive

## Minutes of September 20, 2022 Mayor and Board of Aldermen

Date: September 9, 2022

To: Long Beach Mayor and Board of Alderman

From: Residents of English Village Drive Subdivision (17 of 18 lots represented)

Subject: Appeal of Planning Commission approval of Short Term Rental application submitted by Douglas Gottschalk, 124 English Village Drive (lot 12), Long Beach, MS 39560, and property manager John Gottschalk 138 Fernwood Drive, Pass Christian, MS 39571.

We, the residents of English Village Drive subdivision, do hereby appeal the decision of the Planning Commission on September 8, 2022 to approve the short term rental application noted above.

Justification for appeal: Our subdivision covenant was recorded on March 27, 1972, and is automatically renewed every 10 years unless amended or changed by vote of a majority of lot owners. The protective covenant is tied to the deeds of the property and every owner agreed to abide by the covenant when they acquired their property deed.

Our subdivision covenant was legally amended by a majority of lot owners and was recorded at the Harrison County Courthouse on September 6, 2022. Property owners of lots 1 and 2, and lots 17 and 18, were not present to sign but agreed with the majority to amend the covenant to forbid short term rental activity in the subdivision.

We request that the city reverse the planning commission approval and deny the short term rental application based on the legal precedence of our active protective covenant which restricts short term rentals or leases for a period of less than one year, based on the permit application acknowledgment which requires the applicant to comply with existing covenants, and based on City of Long Beach prior acknowledgment of covenant precedence by granting setbacks which differ from city codes.

Thank you for your consideration and understanding in this matter.

Tim and Elizabeth Crawley 858 East Beach Boulevard Lots 1 and 2	Richard and Teresa Burton 121 English Village Drive North half of lot 8, lots 9, 10, 13, 14 and north half of lot 15.
Jocelyn Turnbough 133 English Village Drive Lots 3 and 4	Geordie and Melissa Flickinger 122 English Village Drive Lot 11
Millard and Sharon Quigley 129 English Village Drive Lot 5	Dr. Lina Caldwell 132 English Village Drive Lot 16 and south half of lot 15.
Keilen and Angel Williams 127 English Village Drive Lot 6	Ms. Mary Dantin 840 Beach Boulevard Lots 17 and 18 (vacant)
Dr. Richard and Patty Tilley 123 English Village Drive Lot 7 and south half of lot 8	

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Filing	.05	STATE OF MISSISSIPPI, COUNTY OF HARRISON: First Judicial District I, G. N. Creel, Clerk of the Chancery Court of said County and State, certify that the instrument of which the foregoing is a record was delivered to me to be recorded at <u>1:45</u> o'clock <u>P</u> M. on the <u>20</u> day of <u>MAY</u> , 19 <u>72</u> and recorded <u>MAY 21</u> , 19 <u>72</u> G. N. CREEL, Clerk,
500 words	75	
Certificate	50	
Indexing	15	
By <u>Bernice S. Lippard</u> D. C.		

BOOK # 681                      00000000                      PG # 12

STATE OF MISSISSIPPI  
 COUNTY OF HARRISON

PROTECTIVE COVENANTS  
 ENGLISH VILLAGE SUBDIVISION

WHEREAS, the undersigned Owners of English Village Subdivision desire to place Protective Covenants of record in the office of the Chancery Clerk of Harrison County, Mississippi, to enhance the value of investments made by purchasers of building sites, and to aid the general welfare, health and well being of the Owners of said property as well as the general public, and,

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WHEREAS, the undersigned Owners do hereby agree to said protective covenants and do hereby agree that same may and does hereby attach to the title to said land and be binding on all persons claiming under said Owners' title until January 1, 1987, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots or parcels of land described herein, it be agreed to change said covenants in whole or in part, each lot involved to be considered as a separate unit in voting any such change, and,

WHEREAS, it is further understood and agreed that if said grantees or any of them or their heirs, devisees, assigns, grantees or successors in title shall violate or attempt to violate any of the covenants herein, it shall and will be lawful for any person or persons owning any real property situated in said subdivision as well as for the Owners, to proceed to prosecute, by any proper proceedings at law or equity, such person violating or attempting to violate such covenants, either to prevent him or them from so doing or to recover damages for such violation.

I.

It is further understood and agreed that the invalidation of any one or more of the covenants contained herein by proper judgment of court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

The restrictive covenants, conditions, and reservations, above referred to and to be hereinafter set out in detail, shall affect the following described land and property, to-wit:

Lots 1 through 18, inclusive ENGLISH VILLAGE SUBDIVISION,  
a subdivision according to a map or plat thereof on file and  
of record in the office of the Chancery Clerk of Harrison  
County, Mississippi, in Plat Book 28 at Page(s) 23.

I.

A. No structure shall be erected, altered, placed or permitted to remain on any lot or combination of lots, other than one detached residential dwelling not to exceed two stories in height and a private garage adequate for housing cars of occupants of the premises and other out buildings incidental to residence use of the lot, including swimming pools. No building shall

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be used for any purpose other than a residence or residential uses thereof. No house shall be constructed nor used for the housing of more than one family unit.

B. No dwelling shall be permitted, the cost of which is less than \$20,000.00, and the floor area of which is less than 1400 square feet. In figuring the costs of any such house regulated by this section, same shall be based upon value prevailing on January 1, 1972. Open porches and garages shall not be considered in figuring the area of dwelling.

C. No building or portion thereof shall be located on any lot nearer than 20 feet to the curb line of Village Drive, the only street within

2.

the subdivision, as it presently exists. No building shall be located nearer than 5 feet to the rear property line.

D. No structure of temporary type, trailer, shack, garage, apartment, barn or other out building shall be used, on any lot or lots at any time as a residence, either temporarily or permanently.

E. No obnoxious or offensive establishment shall be carried on upon any lots, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood and no live stock or poultry shall be permitted to be kept on any of the said lots. Neither shall anything be used or operated on the premises that causes unusual interference with reception of radio, television, etc. Any fence erected on the interior lot line of said lots shall be attractive in appearance and no higher than six feet. No advertising sign or bill board shall be placed or allowed on any lot, except that the owner may place or authorized to be placed thereon a sign advertising lot for sale, no larger than 18 inches by 36 inches, and the lower part of which shall be no higher than 4 feet above the ground.

F. All residences and out houses occupied by human beings and/or served with water on all lots shall be connected to the sanitary sewage system for disposal of all water and refuse except such refuse as is ordinarily termed garbage and disposed of as such.



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G. No building shall be moved on to any of said lots from any other place where same was constructed or erected or where same has been placed; on the other hand, all buildings on said lots shall be wholly constructed on such lots excepting, of course, the usual portion thereof that are ordinarily constructed and built, such as mill work etc., off the premises.

3.

It being the intention hereof to prevent moving second hand or new buildings on to a lot and remodeling or reworking same into some desired type or shape building.

WITNESS OUR SIGNATURES, this the 3rd day of March, 1972.

Approved by: Holtan D. Turnbough  
HOLTAN D. TURNBOUGH, Owner  
MORTGAGE BENEFICIARIES,  
MERCHANT'S BANK & TRUST CO.

BY: L. A. Koennenn, Jr.  
L. A. KOENNENN, JR., Owner

Joseph R. Meadows  
JOSEPH R. MEADOWS, Owner

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority in and for the County and State aforesaid, the within named HOLTAN D. TURNBOUGH, L. A. KOENNENN, JR. and JOSEPH R. MEADOWS, who acknowledged that they were the owners of the said ENGLISH VILLAGE SUBDIVISION and that they signed and delivered the above and foregoing Protective Covenants on the day and in the year therein mentioned.

GIVEN under my hand and official seal of office, this the 3rd day of March, 1972.

Paul A. Smith  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires July 28, 1975

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Mayor and Board of Aldermen

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STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Before me the undersigned authority in and for the State and County aforesaid, personally appeared ALAN CLARK who being by me first duly sworn, stated that he is the Vice President of Merchants Bank and Trust Co., Gulfport office, Gulfport, Mississippi, and that he signed these Protective Covenants for and on behalf of the said Merchants Bank and Trust Co., Gulfport office, Gulfport, Mississippi, after being first authorized so to do.

Given under my hand and official seal this the 17th day of March, 1972.

*Edith D. Widge*  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires August 30, 1975

Filing 15448 COURT OF AS STATE OF MISSISSIPPI, COUNTY OF HARRISON: First Judicial District  
I, G. N. Creel, Clerk of the Chancery Court of said County and State, certify that the instrument of which the foregoing is a record was delivered to me to be recorded at 2:00 o'clock P. M. on the 20 day of mar

# Minutes of September 20, 2022 Mayor and Board of Aldermen



1st JUDICIAL DISTRICT  
Instrument 2022-0022621-D-31  
Filed/Recorded 09/06/2022 4:00:01 PM  
Total Fees 27.00  
5 Pages Recorded

[Space Above This Line For Recording Data]

## MODIFICATION OF PROTECTIVE COVENANTS FOR ENGLISH VILLAGE SUBDIVISION - COVER SHEET

Prepared By & After Recording Return To:

Michael J. Yentzen  
Attorney at Law  
1914 24<sup>th</sup> Avenue  
Gulfport, MS 39501  
228.594.8860

Indexing instructions: PROTECTIVE COVENANTS FOR ENGLISH VILLAGE  
SUBDIVISION FILED IN BOOK 681, PAGE 12, IN THE OFFICE OF THE CHANCERY  
CLERK OF HARRISON COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT.

Owners agreeing to modification (representing 13 of the 18 lots in the subdivision):

Lots 3 and 4 Jocelyn Turnbough 133 English Village Drive Long Beach, MS 39560 228.861.2097	Lot 5 Millard & Sharon Quigley 129 English Village Drive Long Beach, MS 39560 228.206.2263	Lot 6 Keilen Williams 127 English Village Drive Long Beach, MS 39560 504.228.8910
Lot 7 and S 1/2 of lot 8 Dr. Richard & Patty Tilley 123 English Village Drive Long Beach, MS 39560 228.547.9575	North half of lot 8 & 15, lots 9, 10, 13 & 14 Richard & Teresa Burton 121 English Village Drive Long Beach, MS 39560 228.864.2002	Lot 11 Geordie & Melissa Flickinger 122 English Village Drive Long Beach, MS 39560 228.281.4205
Lot 16 and south half of lot 15 Dr. Lina Caldwell 132 English Village Drive Long Beach, MS 39560 404.217.8827		

## Minutes of September 20, 2022 Mayor and Board of Aldermen

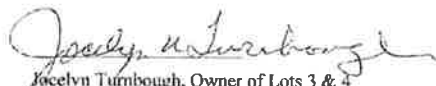
### MODIFICATION OF PROTECTIVE COVENANTS FOR ENGLISH VILLAGE SUBDIVISION

The undersigned, representing a majority of the owners of the lots in English Village Subdivision, do hereby amend the Protective Covenants for English Village Subdivision, executed on March 17, 1972, and filed on March 21, 1972, in Book 681, on Page 12, in the office of the Chancery Clerk of Harrison County, Mississippi, First Judicial District, as follows:


Paragraph H to be added to said Covenants which shall read as follows: "H. No short term rentals shall be allowed in the subdivision. The minimum term of any lease of a property located in the subdivision shall be one year."

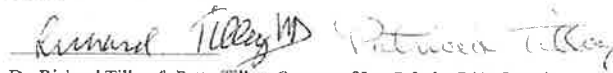
There are no other modifications, changes or amendments to said Protective Covenants.

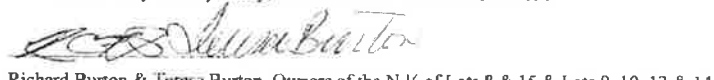
Witness the signatures of the majority of the owners of lots in English Village Subdivision on this the 6<sup>th</sup> day of September, 2022.

  
Jocelyn Turnbough, Owner of Lots 3 & 4

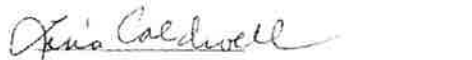
  
Millard Quigley & Sharon Quigley, Owners of Lot 5

  
Keilen Williams, Owner of Lot 6

  
Dr. Richard Tilley & Patty Tilley, Owners of Lot 7 & the S ½ of Lot 8

  
Richard Burton & Teresa Burton, Owners of the N ½ of Lots 8 & 15 & Lots 9, 10, 13 & 14

  
Geordie Flickinger & Melissa Flickinger, Owners of Lot 11

  
Dr. Lina Caldwell, Owner of Lot 16 & the S ½ of Lot 15

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STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 6<sup>th</sup> day of September, 2022, within my jurisdiction, the within named Jocelyn Turnbough who acknowledged that she signed, executed, and delivered the above and foregoing instrument.

GIVEN under my hand and official seal of office.

My Commission Expires:

MAY 26, 2026



STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 6<sup>th</sup> day of September, 2022, within my jurisdiction, the within named Millard Quigley & Sharon Quigley acknowledged that they signed, executed, and delivered the above and foregoing instrument.

GIVEN under my hand and official seal of office.

My Commission Expires:

MAY 26, 2026



STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 6<sup>th</sup> day of September, 2022, within my jurisdiction, the within named Keilen Williams that he signed, executed, and delivered the above and foregoing instrument.

GIVEN under my hand and official seal of office.

My Commission Expires:

MAY 26, 2026



# Minutes of September 20, 2022 Mayor and Board of Aldermen

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 6<sup>th</sup> day of September, 2022, within my jurisdiction, the within named Dr. Richard Tilley & Patty Tilley that they signed, executed, and delivered the above and foregoing instrument.

GIVEN under my hand and official seal of office.

My Commission Expires:

MAY 26, 2026



STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 6<sup>th</sup> day of September, 2022, within my jurisdiction, the within named Richard Burton & Teresa Burton that they signed, executed, and delivered the above and foregoing instrument.

GIVEN under my hand and official seal of office.

My Commission Expires:

MAY 26, 2026



STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 6<sup>th</sup> day of September, 2022, within my jurisdiction, the within named Geordie Flickinger & Melissa Flickinger that they signed, executed, and delivered the above and foregoing instrument.

GIVEN under my hand and official seal of office.

My Commission Expires:

MAY 26, 2026



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STATE OF MISSISSIPPI  
COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 6<sup>th</sup> day of September, 2022, within my jurisdiction, the within named Dr. Lina Caldwell who acknowledged that she signed, executed, and delivered the above and foregoing instrument.

GIVEN under my hand and official seal of office.

My Commission Expires:

MAY 26, 2026



After discussion, and upon the advice of City Attorney Steve Simpson, Alderman Brown made motion seconded by Alderman McGoey to uphold the recommendation of the Planning & Development Commission to approve the Short Term Rental application, as submitted. The question having received the Affirmative voice vote of a majority of the Aldermen present and voting, with Alderman Johnson casting the dissenting vote.

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Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the payment of invoices listed in Docket of Claims number 092022.

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Mayor and Board of Aldermen**

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The Board recognized Mr. David Rein and his Request to Pave Evacuation Route. After discussion and input from Mr. Rein, it was the consensus of the Board to take this item under advisement.

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There came on for discussion Evacuation Route, whereupon it was the consensus of the Board to direct City Engineer David Ball and Public Works Director Joe Culpepper to research additional options to secure the Evacuation Route.

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There came on for discussion ARPA Premium Pay, whereupon Alderman McGoey made motion seconded by Alderman Frazer to cease and desist pursuit of ARPA Premium Pay for all city employees and instead, direct the Fire & Police Chiefs to pursue funds available from the Department of Public Safety for the Mississippi Law Enforcement and Fire Fighters Premium Pay Program. 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	Nay
Alderman Pete McGoey	voted	Aye

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

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Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following lease for City Hall Office Space with Overstreet & Associates, and authorize the Mayor to execute same:



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STATE OF MISSISSIPPI  
COUNTY OF HARRISON

**LEASE AGREEMENT**

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

**W I T N E S S E T H:**

The Landlord, in consideration of the covenants contained in this agreement, does hereby lease to the Lessee the office space located at 201 Jeff Davis Avenue, Long Beach, MS 39560, consisting of Two Offices, to be used as an office for the Lessee, for a period of 24 Months (the "initial term") beginning on the 1st day of September, 2022, ("the commencement date").

1. Rent. Lessee shall pay to Landlord rent in the amount of \$200.00 per office per month for the subject property during the initial term of the lease agreement payable monthly in advance on the 1st day of each month. The rent shall be payable in the sum of \$400.00 per month, commencing on the 1st day of the month following the date of this agreement and continuing the 1st day of each month thereafter until the agreement is terminated as hereinabove provided. Rental payments for the first month shall be prorated on a daily basis by dividing the regular monthly payment by thirty (30) days. A late payment charge in the amount of Seventy-Five Dollars (\$75.00) shall be added to any regular monthly payment received more than five (5) days after due date. An additional fee of Thirty-Five Dollars (\$35.00) will be assessed to the Lessee for any dishonored or bad check. Rent shall be paid to the Landlord at City Clerk, P.O. Box 929 Long Beach, MS 39560 or at such other address as the Landlord may direct.

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Mayor and Board of Aldermen**

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

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

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

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

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

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

**Minutes of September 20, 2022  
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attorneys fees, and costs. Lessee further agrees to provide Landlord with counsel of their choice to defend such action(s).

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

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

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

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

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

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

**Minutes of September 20, 2022**  
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14. **Hazardous Materials.** Lessee shall not use, store, or dispose of any Hazardous materials or substances upon the property. Hazardous materials shall mean any waste, substance, or matter regulated under any environmental law, regulation, or ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

**Minutes of September 20, 2022  
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proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation, provided however that if the whole of the property be taken or if the remaining portion of said property is not usable by the Tenant the lease may be terminated by either party upon thirty (30) days prior written notice.

THIS SPACE IS INTENTIONALLY LEFT BLANK

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

Witness our signatures this 21st day of September, 2022.

LANDLORD

BY: 

TENANT

BY:   
OVERSTREET AND ASSOC.

\*\*\*\*\*

There came on for discussion MDOT – Form LPA-100 – Pineville Rd Sidewalks Phase II, whereupon David Ball apprised the Board that an official request has been made to Gulf Regional Planning Commission for additional funding for this project.

\*\*\*\*\*

**Minutes of September 20, 2022  
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Special Event Application submitted by Full Circle Martial Arts & Yoga LLC for an Anti-Bullying Campaign & 5K, and waive any applicable fees:

City of Long Beach

9/13/2022

To whom it may concern:

My name is John Miller, owner of Full Circle Martial Arts & Yoga, LLC. I'm organizing a new group called MS Gulf Coast Anti-Bullying Campaign. Currently, we are a small non-funded group of volunteers, who'd have come together to try and bring awareness to bullying along the MS Gulf Coast. It is our hope that if we can have a small event in Long Beach, my home town, we will be able to build our group and start a gulf coast based anti-bullying awareness campaign to all of the local counties and cities.

With your approval we would like to have a waiver of funds granted, so we may be able to hold our first event. We would be very grateful to the City of Long Beach and its officials, if we could hold a 5k walk/race and host an Exhibition on the Town Green Saturday October 22, 2022. We would like to begin setup at 5am and have the breakdown last until 2pm. I'm quite certain the actual event would be more from 8am-12pm. The additional hours are for setup and cleanup times.

The 5k would begin at the Town Green, go West on 4th Street, then head West on Magnolia until they reach Lang Avenue, where they will turn south and run down to south end of Lang Avenue and Hwy 90, next they will make a U-turn on Lang, and then head North on Lang Avenue until they reach Magnolia. The race will then take a right on Magnolia and head East on back along the original route until they reach the Town Green on 4th Street .

As stated above we are a non-funded startup volunteer group, who would greatly appreciate a waiver of funds to hold our event. We believe this is an event that needs organization and support. So, please help us to bring awareness to our community with this 1st time ever, Anti-bullying Awareness Event.

Thank you for your time and consideration,

Sincerely,



John Miller  
Owner Full Circle Martial Arts & Yoga, LLC  
20144 Pineville Road Suite C  
Long Beach, MS 39560  
228-273-7951  
[fullcirclemartialartsandyoga.com](http://fullcirclemartialartsandyoga.com)  
[fullcirclemartialartsandyoga@gmail.com](mailto:fullcirclemartialartsandyoga@gmail.com)



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October 22, 2022  
Saturday  
5K Run  
Town Green  
8:00 am - 12:00 pm

CITY OF LONG BEACH  
SPECIAL EVENT APPLICATION

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

Date Received By Clerk's Office: 9/14/22 Time: \_\_\_\_\_ By: CS

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

Sponsoring Organization's Legal Name: Full Circle Martial Arts & Yoga, LLC  
Anti-Bullying Campaign

Organization Address: 20144 Pineville Rd Suite C Long Beach, MS 39560

Organization Agent: John Miller Title: \_\_\_\_\_

Phone: 228-273-7951 Home \_\_\_\_\_ Cell \_\_\_\_\_ During Event \_\_\_\_\_

Agent's Address: 20144 Pineville Rd Suite C Long Beach

Agent's E-Mail Address: fullcircle martialartsandyoga@gmail

Event Name: Anti-Bullying Awareness

Please give a brief description of the proposed special event:

Anti-Bullying Campaign - 5k run :  
Exhibition booths at town green

Event Day (s) & Date (s): 10-22-22 Event Time (s): 8am - 12pm

Set-Up Date & Time: 8:00 am Tear-Down Date & Time: 12:00 pm

Event Location: Town Green

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

How many years has this event occurred? First

ADOPTED: 08.18.20-BOARD ACTION

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

**STREET CLOSURES:** Start Date/Time: \_\_\_\_\_ Through Date/Time: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED: 08.18.20-BOARD ACTION

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

Police Dept to block streets  
offer protection/direction

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

Forthcoming

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

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

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

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

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

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

9.12-22  
Date

[Signature]  
Signature of Sponsoring Organization's Agent

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

ADOPTED: 08.18.20-BOARD ACTION

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

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

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

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

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

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

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

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

Have businesses been notified for street closures?: YES NO

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

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

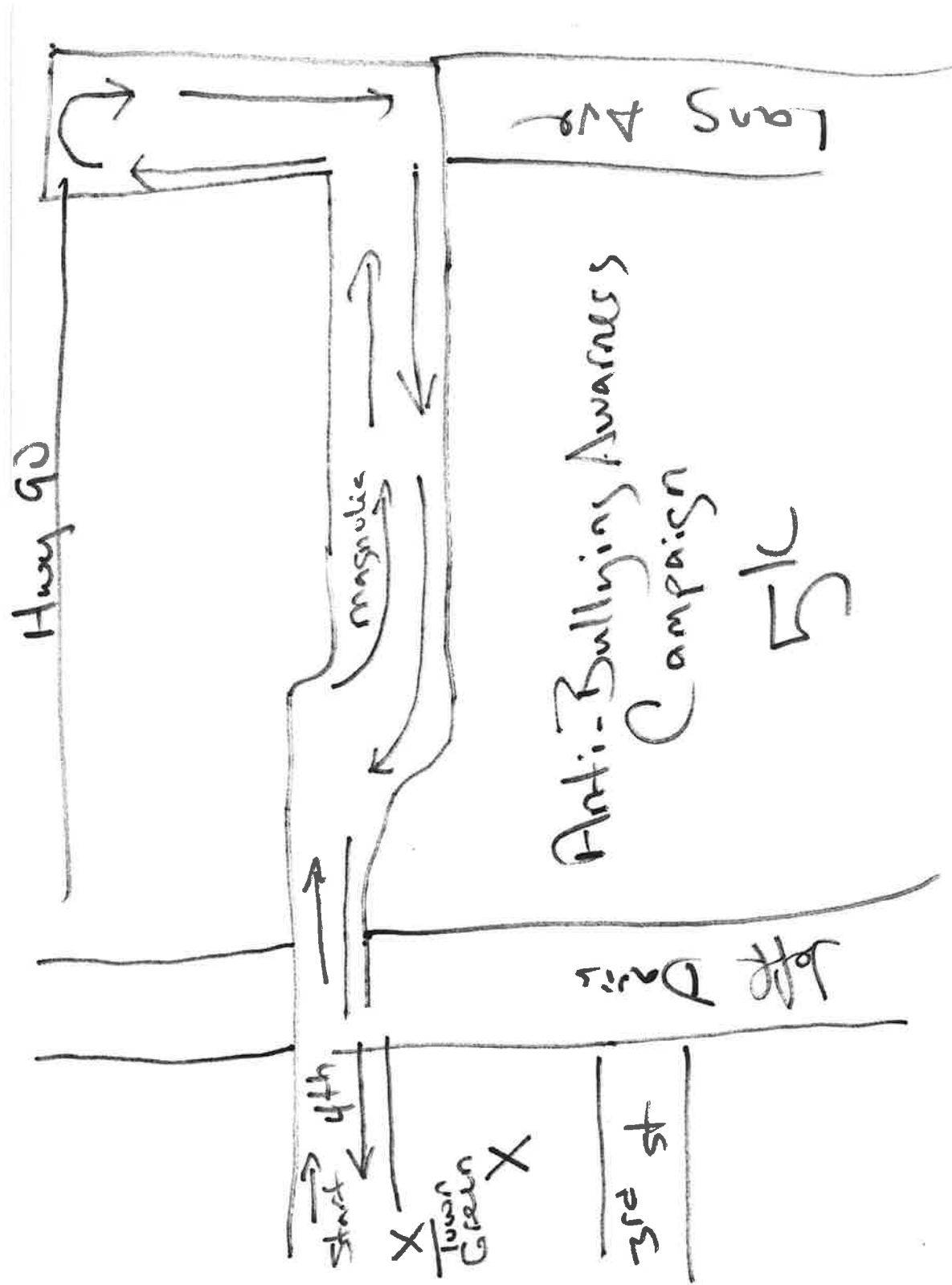
Insurance/Indemnification Received: \_\_\_\_\_

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


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

ADOPTED: 08.18.20-BOARD ACTION

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Mayor and Board of Aldermen



# Minutes of September 20, 2022 Mayor and Board of Aldermen



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/14/2022

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).

<p><b>PRODUCER</b></p> <p>Block Insurance 100 Alexandria Blvd Unit 9 P.O. Box 623188 Oviedo FL 32762</p>	<p><b>CONTACT NAME:</b> AJH</p> <p><b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____</p> <p><b>E-MAIL ADDRESS:</b> androw@blockins.net</p>														
<p><b>INSURED</b></p> <p>Full Circle Martial Arts and Yoga LLC 226 White Harbor Road Long Beach MS 39560</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="font-size: x-small;">INSURER(S) AFFORDING COVERAGE</th> <th style="font-size: x-small;">NAIC #</th> </tr> <tr> <td>INSURER A: Francis L. Dean</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Francis L. Dean		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Francis L. Dean															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR BSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJE CT <input type="checkbox"/> LOC OTHER: _____	x	SRPGAPML-101-0720	02/19/2022	02/19/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ _____ \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$ _____					EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in TN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder named as additional insured

<p><b>CERTIFICATE HOLDER</b></p> <p>City Of Long Beach Special Event / City Clerk's Office Special Event P.O. Box 929 / 201 Jeff Davis Avenue Long Beach MS 39560</p>	<p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p><b>AUTHORIZED REPRESENTATIVE</b> Steven Block <i>Steven Block</i></p>
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Minutes of September 20, 2022  
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following Letter of Engagement to provide Right of Way Services from Right-of-Way Technology, Inc., and authorize the Mayor to execute same:

LETTER OF ENGAGEMENT  
TO PROVIDE  
RIGHT OF WAY SERVICES  
FOR  
CITY OF LONG BEACH, MISSISSIPPI  
PINEVILLE ROAD SIDEWALKS PHASE II LPA 107918-701000  
SEPTEMBER 13, 2022

Title and Closing Attorney - 11 @ \$275 for title search and documentation, 11 @ \$1,800 for closing - total of \$22,825 by Pringle & Roemer;

Appraisal - 4 @ \$2,800 for land only, land only of improved, and improved, and 7 @ \$1,100 for waiver valuations - total of \$18,900 by Global Valuation Services;

Appraisal review - 4 @ \$1,400 - total of \$5,600 by Jeb Stewart;

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

Acquisition and Project Management - 11 @ \$3,800 - total of \$41,800 by Right of Way Technology;

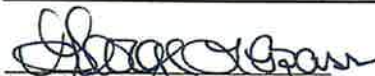
Total Right of Way Services fees - \$89,125 + court costs at rates above.

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

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

  
Right-of-Way Technology, Inc.  
Mark Dye, President  
593 Risher Road  
Carthage, MS 39051  
228-229-7477

Submitted to Kiri Gonzales on September 12, 2022  
kiri@cityoflongbeachms.com

  
Approved: City of Long Beach, MS

By: George L. Bass, Mayor

\*\*\*\*\*



# Minutes of September 20, 2022 Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to accept the following Subgrant Award & Agreement from the Mississippi Library Commission and authorize the Mayor to execute same:



## IMLS ARPA Funds SUBGRANT AWARD AND AGREEMENT



Starting Date of Subgrant Agreement: 7/1/2022 Closing Date of Subgrant Agreement: 12/31/2022

This agreement is made between the Mississippi Library Commission (MLC) and the Library/Library System named below which shall hereby be known/referred to as the Subgrantee.

**SUBGRANTEE:** Long Beach Public Library  
209 Jeff Davis Ave  
Long Beach, Mississippi 39560

This Subgrant Agreement is made for the following project and amounts:

**SUBGRANT:** Project Number: ARFIA23-25-0 Project Title: Enhance Overall Collection  
Program: Information Access Subgrant Award: \$2,000.00

Dear Denise,

Congratulations on your ARPA Funds Subgrant award. ARPA funding is being awarded as subgrants to help communities respond to the pandemic, as well as to related community needs through approaches in digital inclusion and library services. To accept this subgrant, print out a copy of this award letter and agreement form, sign it, scan it, and then email the scanned copy to grantsprog@mlc.lib.ms.us.

This subgrant is made available through the Institute of Museum and Library Services (IMLS), a federal grant-making agency. Federal regulations require a grant file be retained until the January 2027, a minimum of three (3) years after the Library Commission submits its final expenditure report. By signing and returning this agreement, you acknowledge that this project is subject to a compliance audit which means a grant folder must be kept at your library, properly labeled with the project number and should contain (at the least):

- Grant application
- Signed copy of the Subgrant Award and Agreement
- Invoices or other payment documentation
- All reimbursement requests and related correspondence including any emails with MLC which affect the grant
- Evaluations
- MLC Grant Manual

**Important Dates:**

- Subgrant funds open July 1, 2022 and close December 31, 2022
- Application opens July 1, 2022 and closes August 31, 2022
- Subgrant reimbursement requests received (and approved) by the 10<sup>th</sup> of each month will be processed for payment in that month. Those received after the 10<sup>th</sup> (and approved) will process the next month.
- Final date to submit all reimbursement requests is January 10, 2023.

By the Authorized Official for Subgrantee signing below, Subgrantee agrees to accept the award listed above and understands and agrees to adhere to all deadlines listed herein and further agrees and certifies compliance with the points listed above, as well as all information set forth in MLC's LSTA Program Manual, the Subgrantee's IMLS ARPA Funds Subgrant Application, and all applicable federal regulations.

  
Mississippi Library Commission, LSTA Coordinator

September 12, 2022  
Date

  
Authorized Official for Subgrantee

9-21-22  
Date

\*\*\*\*\*



# Minutes of September 20, 2022 Mayor and Board of Aldermen

Alderman Bennett made motion seconded by Alderman Brown and unanimously carried to authorize advertisement for the Long Beach Streetscape Signage project as follows:



Mailing:  
307 De La Mare Avenue  
Fairhope, AL 36532  
  
1011 Desoto Street  
Ocean Springs, MS 39564  
  
T : 855.539.5086  
  
cpladesignplanning.com

September 13, 2022

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

**RE: Long Beach Streetscape Signage**

Ladies and Gentlemen:

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

- First Advertisement: September 23, 2022
- Second Advertisement: September 30, 2022
- Receive Bids: October 25, 2022

If the above bid schedule is acceptable, we hope to have a Bid Tabulation and Recommendation of Award at the November 1, 2022, meeting.

Sincerely,

Christian Preus, PLA  
CPLA Principal

\*\*\*\*\*

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Mayor and Board of Aldermen

Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to approve the following Jeepin The Coast sponsorship request for 2023:



07/06/22

City Clerk, City of Long Beach  
201 Jeff Davis Ave.  
P.O. Box 929  
Long Beach, MS 39560

To Whom it May Concern:

Please submit this letter to Mayer Bass and the Board of Alderman.

Jeepin the Coast has began planning JTC 2023. We would like to begin by saying how much we appreciate your support in years past. We were excited to hear about the record sales businesses in Long Beach had during JTC 2022. We feel confident it was due to Jeep Central being in Long Beach. This year we had a little over 1900 Registered Jeeps and approximately 1500 not registered. There were over 10,000 people in estimated attendance.

At this time, we would like you to consider doing a \$8,500.00 donation/sponsorship to JTC. This would give us the additional funds for more live entertainment and advertisement to help make JTC 2023 a bigger success than 2022.

JTC will supply:

- Dumpsters (2 Large)
- Bands
- 10 Port-o-lets
- Hand washing Stations
- Trash pick- up inside Vendor Village
- Light plants inside Vendor Village

Since our event doesn't require a registration to enjoy the entertainment or Vendor Village, we will still need some assistance from the City of Long Beach with the following:

1. Crowd Control during parade and beach crawls.
2. Use of barricades.
3. Trash bins & dumping of bins along Jeff Davis during event.
4. Use of the City's large generator for band stand
5. Assist in getting Pass Christians stage set up at the corner of Jeff Davis and 5<sup>th</sup>.
6. Additional port-a-lets. We will provide 10 units.
7. Trash pick-up early Sunday morning. This is very important since we have parade and concert Saturday evening.
8. Light plant on side street if needed for extra security.

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Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to schedule the dedication City Cemetery flagpole for 10:00 am on Saturday, November 5, 2022.

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**Minutes of September 20, 2022  
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman McCaffrey to approve the Project Close Out for the Joyce Basin Drainage. After discussion, Alderman McCaffrey offered a substitute motion seconded by Alderman Bennett and unanimously carried to table this project close out until the next meeting on October 4, 2022 to work with the contractor to correct a small issue.

\*\*\*\*\*

There came on for consideration at a duly constituted meeting of the Board of Aldermen and Mayor of the City of Long Beach held on 20<sup>th</sup> day of September, 2022, the following Resolution, which was reduced to writing and presented in advance of the meeting for reading and examination:

**RESOLUTION SEEKING THE ASSISTANCE OF THE HARRISON COUNTY BOARD OF SUPERVISORS IN STRIPING AND MARKING OF THE WALKING TRACK AT THE LONG BEACH RECREATION/SENIOR CENTER IN THE CITY OF LONG BEACH, AND FOR OTHER PURPOSES**

**WHEREAS**, the City of Long Beach and the Board of Supervisors of Harrison County, Mississippi have heretofore entered into an Interlocal Agreement to allow and provide for the exchange of services and the provision of assistance between them on behalf of the citizens of Long Beach and Harrison County; and

**WHEREAS**, from time to time and on occasion the City has also sought the assistance of Harrison County in various areas in which the City has unavailable or inadequate resources, such as paving roads and work in other public areas in need of repair or assistance, and the Harrison County Board of Supervisors has generously responded and complied whenever possible with such requests; and

**WHEREAS**, the center striping and directional arrows on the Walking Track at the Recreation/Senior Center on Daugherty Road in the City of Long Beach have faded and are no longer visible, and The City of Long Beach wishes to request the assistance of Harrison County Board of Supervisors in repainting same; and

**NOW, THEREFORE**, be it resolved by the Board of Aldermen of the City of Long Beach that the Harrison County Board of Supervisors be, and same hereby are requested to provide such assistance as may be available to the citizens of Harrison County in the City of Long Beach in the form of repainting center striping and directional arrows, by

Minutes of September 20, 2022  
Mayor and Board of Aldermen

the County and needed on the Walking Track at the Recreation/Senior Center for which purpose no municipal funds or resources are available.

**BE IT FURTHER RESOLVED**, by the Mayor and Board of Aldermen of the City of Long Beach that we express our appreciation to Supervisor Marlin Ladner and the entire Harrison County Board of Supervisors for any assistance it is able to provide in this request.

The above and foregoing Resolution having been introduced in writing, was first read and considered section by section and then as a whole. This question being put to a roll call vote by the Mayor, the result was as follows:

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
Alderman Donald Frazer	voted	Aye

The question having received the Affirmative vote of a majority the Aldermen present and voting, the Mayor declared the motion carried and the resolution and order adopted and approved this 20<sup>th</sup> day of September, 2022.

APPROVED:

  
George L. Bass, Mayor

ATTEST:

  
\_\_\_\_\_  
Stacey Dahl, City Clerk

\*\*\*\*\*

**Minutes of September 20, 2022  
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to approve the following cemetery plot purchase request from Robert Palmer:

September 14, 2022

TO: Mayor and Board of Aldermen

FROM: Stacey Dahl, City Clerk

Attached, please find a request from Mr. Robert Palmer to sell, back to the city, one (1) cemetery plot (N ½ of NW ¼ of Lot 368).

I recommend we purchase the plot for the original selling price of \$250.00.

If approved, payment will be issued to : Robert Leslie Palmer  
351 Highland View Drive  
Birmingham, Alabama 35242

Aforesaid payment will be placed on the October 4, 2022, Docket.



*Robert Leslie Palmer*  
*351 Highland View Drive*  
*Birmingham, Alabama 35242*  
*205-873-2247*

Friday, September 2, 2022

**VIA U.S. MAIL:**

City of Long Beach  
Attention: Stacey Dahl  
Post Office Box 929  
Long Beach, Mississippi 39560

**Re: Sale of Cemetery Plot**

Dear Ms. Dahl:

Pursuant to your instructions in our telephone conversation, the purpose of this letter is to inform you that I would like to sell the plot held in my name and purchased in 1998. That plot was used to inter my father, Harrison Rowe Palmer, while my mother was still alive and living in Long Beach. In 2016, my mother passed away and is now buried here in Birmingham. No family member remains in Mississippi. My father's body was exhumed and moved to Birmingham for burial beside my mother.

I understand that I can only sell the plot back to the City of Long Beach, and at the price paid for it in 1998, which I understand was \$250.00.

Please inform me what I need to do to sell the plot back to the City of Long Beach.

If you have any questions, please contact me at the address above or on my cell phone, 205-873-2247.

Thank you very much.

Sincerely,

Robert Leslie Palmer

# Minutes of September 20, 2022 Mayor and Board of Aldermen

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

\*\*\*\*\*

Alderman McGoey made motion seconded by Alderman Johnson and unanimously carried to approve the following Engagement Letter with Wolfe, McDuff & Oppie for the City's FY 22 audit, and authorize the Mayor and City Clerk to execute same:



**Wolfe • McDuff & Oppie**  
CERTIFIED PUBLIC ACCOUNTANTS  
(A Professional Association)

3103 Pascagoula Street · Pascagoula, MS 39567 · Phone: 228-762-6348 · Fax: 228-762-4498 · www.wmcpas.com

Michelle Oppie Gist, CPA  
Julia Whitley Johnson, CPA  
Jesse J. Wolfe, CPA (1927-2009)  
Gover B. McDuff, CPA (1923-2016)  
Jack A. Oppie, CPA (1960-2014)

September 12, 2022

To the Honorable Mayor, Board of Alderman, and Management  
City of Long Beach, Mississippi  
Long Beach, Mississippi

We are pleased to confirm our understanding of the services we are to provide for City of Long Beach, Mississippi for the year ending September 30, 2022.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Long Beach, Mississippi as of and for the year ending September 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Long Beach, Mississippi's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Long Beach, Mississippi's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule
- 3) Schedule of the City's Proportionate Share of the Net Pension Liability
- 4) Schedule of the City's Contributions – PERS
- 5) Schedule of the City's Proportionate Share of the Net OPEB Liability
- 6) Schedule of the City's Contributions - OPEB

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Long Beach, Mississippi's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of expenditures of federal awards

Membership in:  
American Institute of Certified Public Accountants • Mississippi Society of Certified Public Accountants  
AICPA Governmental Audit Quality Center • AICPA Center for Audit Quality • AICPA Employee Benefit Plan Audit Quality Center



## Minutes of September 20, 2022 Mayor and Board of Aldermen

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The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

### 1) Schedule of Surety Bonds for City Officials

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

### Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

## Minutes of September 20, 2022

### Mayor and Board of Aldermen

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We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Grant activities that are not appropriately captured for the period under audit effecting both the statement of financial position and the statement of activities.
- Management override of controls
- Improper revenue recognition

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Long Beach, Mississippi's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to



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provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Long Beach, Mississippi's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Long Beach, Mississippi's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Long Beach, Mississippi in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional

## Minutes of September 20, 2022 Mayor and Board of Aldermen

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information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on March 15, 2023.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance

## Minutes of September 20, 2022 Mayor and Board of Aldermen

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audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Wolfe, McDuff & Oppie, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the state agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wolfe, McDuff & Oppie, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the aforementioned. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Michelle Oppie Gist, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately March 15, 2023.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$37,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

### **Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor, Board of Alderman, and Management of the City of Long Beach, Mississippi. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement.

Minutes of September 20, 2022  
Mayor and Board of Aldermen

If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Long Beach, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

*Wolfe, McDuff & Oppie*

Wolfe, McDuff & Oppie, P.A.

RESPONSE:

This letter correctly sets forth the understanding of the City of Long Beach, Mississippi.

Management signature: *Stacy Dahl*

Title: City Clerk

Date: 9/21/22

Governance signature: *George Brown*

Title: Mayor

Date: 9-21-22

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**Minutes of September 20, 2022  
Mayor and Board of Aldermen**

Alderman McGoey made motion seconded by Alderman Parker and unanimously carried to approve the following Budget Amendments for FY 22:

**Finance Officer's  
Office**

# Memo

**To:** Mayor and Board of Aldermen  
**From:** Kini Gonsoulin  
**Date:** 9/15/2022  
**Re:** Budget Amendment

Please find the attached budget amendments for consideration on the September 20, 2022 board meeting. These are the year end amendments that are made to make sure our budget is in compliance.

If you have any questions regarding this request, please do not hesitate to ask. Thank You.

**City of Long Beach  
Budget Amendment Request**

Fund Name	General Fund	Date	9/20/2022
Department #	115	Budget Entry #	
Department Name	Aldermen		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
State Retirement 115-601900	11,577	-	1,213	12,790
Travel 115-626900	4,500	-	(1,213)	3,287
				-

Amendment to move funds within the Aldermen's budget.

Amendment #23

## Minutes of September 20, 2022 Mayor and Board of Aldermen

### City of Long Beach Budget Amendment Request

Fund Name	<u>General Fund</u>	Date	<u>9/20/2022</u>
Department #	<u>125</u>	Budget Entry #	<u>                    </u>
Department Name	<u>Municipal Court</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
New Computer Hardware 125-630200	-	-	35,295	35,295
Fund Balance			(35,295)	(35,295)
				-

Amendment to budget unexpended funds from last year.

Amendment #24

### City of Long Beach Budget Amendment Request

Fund Name	<u>General Fund</u>	Date	<u>9/20/2022</u>
Department #	<u>145</u>	Budget Entry #	<u>                    </u>
Department Name	<u>General Admin</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Software Maintenance 145-621701	1,000	-	235	1,235
Capital Outlay 145-630100	1,000		14	1,014
Office Supplies 145-610400	2,000		(249)	1,751

Amendment to move funds within the General Admin budget.

Amendment #25

## Minutes of September 20, 2022 Mayor and Board of Aldermen

### City of Long Beach Budget Amendment Request

Fund Name	General Fund	Date	9/20/2022
Department #	146	Budget Entry #	
Department Name	Municipal Operations		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Engineering Fees 146-621100	100,000	-	190,542	290,542

Amendment to budget additional funds in Engineering Fees

Amendment #26

### City of Long Beach Budget Amendment Request

Fund Name	General Fund	Date	9/20/2022
Department #	290	Budget Entry #	
Department Name	Fire Dept		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Machiner/Equipment 290-611800-8001	12,500		47,810	60,310
Fire Rebate Funds			47,810	47,810
Capital Outlay 290-630100	-		27,165	27,165
Fire House Subs Grant			(27,165)	(27,165)
New Equipment 290-631000	-		25,318	25,318
Disaster Relief Funds			(25,318)	(25,318)
Transfer Out Municipal Debt 290-661300-8001	36,760	-	7,006	43,766
Fire Rebate Funds			(7,006)	(7,006)

Amendment to budget additional funds within the Fire Department to be funded by Fire Rebate Fund, Fire House Subs Grant, and Disaster Relief Funds

Amendment #27

## Minutes of September 20, 2022 Mayor and Board of Aldermen

### City of Long Beach Budget Amendment Request

Fund Name	General Fund	Date	9/20/2022
Department #	311	Budget Entry #	
Department Name	Streets & Drainage		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Traffic Control 311-615500	1,000		15,941	16,941
Intersection Damage			(15,941)	(15,941)

Budget funds to repair traffic control devices at Klondyke/Commission Road Intersection.

Amendment #28

### City of Long Beach Budget Amendment Request

Fund Name	General Fund	Date	9/20/2022
Department #	410	Budget Entry #	
Department Name	Library Grants		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Building Maintenance 410-611000	-		1,205	1,205
Leo Seal Funds			(1,205)	(1,205)

Increase Building Maintenance for Leo Seal Funds.

Amendment #29



## Minutes of September 20, 2022 Mayor and Board of Aldermen

### City of Long Beach Budget Amendment Request

Fund Name	General Fund	Date	9/20/2022
Department #	425	Budget Entry #	
Department Name	Sr. Citizens		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Capital Outlay 425-630100	-		85,785	85,785
Fund Balance			(85,785)	(85,785)
				-

Budget Funds for generator at senior center.

Amendment #30

### City of Long Beach Budget Amendment Request

Fund Name	General Fund	Date	9/20/2022
Department #	435	Budget Entry #	
Department Name	Recreation		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Building Maintenance 435-611000	15,500	2,150	1,500	19,150
Electric Utilities 435-626004	45,035	-	(1,500)	43,535
				-

Amendment to move funds within the Recreation Dept budget.

Amendment #31

## Minutes of September 20, 2022 Mayor and Board of Aldermen

### City of Long Beach Budget Amendment Request

Fund Name	<u>Water/Sewer</u>	Date	<u>9/20/2022</u>
Department #	<u>811</u>	Budget Entry #	<u>                    </u>
Department Name	<u>Utility Billing</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
New Computer Hardware 811-630200	2,000		1,608	3,608
New Computer Software 811-630300	-		855	855
Postage 811-625700			(2,463)	(2,463)

Amendment to move funds within the Utility Billing Department

Amendment #32

### City of Long Beach Budget Amendment Request

Fund Name	<u>Water/Sewer</u>	Date	<u>9/20/2022</u>
Department #	<u>815</u>	Budget Entry #	<u>                    </u>
Department Name	<u>Water Operations</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
H20 Contract 815-620901	1,654,056	37,873	231,876	1,923,805
Fund Balance			(231,876)	(231,876)

Budget additional funds for H20 Contract for public works.

Amendment #33

## Minutes of September 20, 2022 Mayor and Board of Aldermen

### City of Long Beach Budget Amendment Request

Fund Name	Water/Sewer	Date	9/20/2022
Department #	825	Budget Entry #	
Department Name	Sewer Operations		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Sewer System Projects	250,000	-	109,701	359,701
<u>Fund Balance</u>			<u>(109,701)</u>	<u>(109,701)</u>
				-

Budget unexpended funds from prior year.

Amendment #34

### City of Long Beach Budget Amendment Request

Fund Name	Water/Sewer	Date	9/20/2022
Department #	850	Budget Entry #	
Department Name	Contingency		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Contractual Fees 850-620900	115,000	-	263,398	378,398
Operating Supplies 850-610700	25,000	-	(25,000)	-
Capital Outlay 850-630100	25,000	244,387	(33,207)	236,180
Capital Projects 850-640100	202,475	-	(202,475)	-
<u>Contingency Funds</u>			<u>(2,716)</u>	<u>(2,716)</u>

Amendment to move funds and within the Water/Sewer Contingency Fund

Amendment #35

## Minutes of September 20, 2022 Mayor and Board of Aldermen

### City of Long Beach Budget Amendment Request

Fund Name	<u>Hurricane</u>	Date	<u>9/20/2022</u>
Department #	<u>164/165166</u>	Budget Entry #	<u>                    </u>
Department Name	<u>Ida/Zeta/Nate</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Contractual Fees 164-620900	-	-	4,794	4,794
Operating Supplies 165-610700	-	-	30,333	30,333
Contractual Fees 165-620900	-	-	451,562	451,562
Contractual Fees 166-620900	-	-	31,666	31,666
FEMA R reimbursement	-	-	(518,355)	(518,355)

Amendment to budget funds in the Hurricane Fund to reimbursed by FEMA

Amendment #36

### City of Long Beach Budget Amendment Request

Fund Name	<u>Capital Projects</u>	Date	<u>9/20/2022</u>
Department #	<u>345</u>	Budget Entry #	<u>                    </u>
Department Name	<u>Capital Projects</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Klondyke & Commission 345-640100-10011	-	-	23,207	23,207
Pineville Sidewalks Phase II 345-640100-10014	-	-	11,737	11,737
5 Points Intersection 345-640100-10018	-	-	34,242	34,242
Pineville Sidewalks Phase III 345-640100-10023	-	-	23,404	23,404
Beatline Parkway 345-640100-10024	-	-	7,555	7,555
Klondyke/28th St 345-640100-10027	-	-	115,639	115,639
MDOT Grant Reimbursement	-	-	(215,784)	(215,784)
HMGP Joyce Drainage 345-640100-10015	-	-	874,119	874,119
Mt. Bass Drainage 345-640100-10025	-	-	25,800	25,800
MEMA Reimbursement	-	-	(899,919)	(899,919)
NRCS Watershed 345-640100-10017	-	-	677,373	677,373
NRCS Trautman @ Magnolia 345-640100-10020	-	-	3,000	3,000
NRCS Grant Reimbursement	-	-	(680,373)	(680,373)

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Trautman Basin Wastewater 345-640100-10019			5,400	5,400
MDEQ Grant Reimbursement			(5,400)	(5,400)
Quarles House 345-640100-10022			46,624	46,624
Downtown Revitalization 345-640100-10029			28,601	28,601
Cemetery Improvements 345-640100-10016			26,012	26,012
State Appropriation			(101,237)	(101,237)
Roads & Bridges 345-640100-10026			27,357	27,357
Sales Tax Diversion Funds			(27,357)	(27,357)
St. Charles Drainage 345-640100-10028			38,752	38,752
Library HVAC 345-640100-10030			165,100	165,100
Fund Balance			(203,852)	(203,852)
Harbor SE Bulkhead 345-640100-10031			9,000	9,000
GOMESA Grant Reimbursement			(9,000)	(9,000)

Amendment to budget for Various Capital Projects.

Amendment #37

### City of Long Beach Budget Amendment Request

Fund Name	State Seizure	Date	9/20/2022
Department #	238	Budget Entry #	
Department Name	State Seizure		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Travel 238-626900	-	-	372	372
Misc Services 238-627900	-	-	469	469
State Seizure Funds				-

Amendment to budget expenditure of State Seizure Funds recieved.

Amendment #38

## Minutes of September 20, 2022 Mayor and Board of Aldermen

### City of Long Beach Budget Amendment Request

Fund Name	<u>Port/Harbor</u>	Date	<u>9/20/2022</u>
Department #	<u>445</u>	Budget Entry #	<u>                    </u>
Department Name	<u>Harbor</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
<u>Harbor Maintenance 445-611200</u>	500	-	12,661	13,161
<u>Electric Utilities 445-626004</u>	30,000	-	(12,661)	17,339
				-

Budget to move funds within the Harbor budget.

Amendment #39

### City of Long Beach Budget Amendment Request

Fund Name	<u>Port Harbor</u>	Date	<u>9/20/2022</u>
Department #	<u>448</u>	Budget Entry #	<u>                    </u>
Department Name	<u>Tidelands</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
<u>Contractual 448-646209</u>	-	-	1,897	1,897
<u>Engineering 448-646211</u>	-	-	14,488	14,488
<u>Tidelands Reimbursement</u>			(16,385)	(16,385)

Amendment to budget funds expended in the Tidelands Grant.

Amendment #40

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**Minutes of September 20, 2022  
Mayor and Board of Aldermen**

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the following contract with JLB Contractors LLC for Post-Disaster Road Clearing (72 Hour Push), and authorize the Mayor to execute same:

**CONTRACT FORM**  
**2022 HURRICANE SEASON POST-DISASTER ROADWAY CLEARING**  
**CITY OF LONG BEACH, MISSISSIPPI**  
**LONG BEACH RFP 22-001**

THIS AGREEMENT, made this 20<sup>th</sup> day of September, 2022 at the City of LONG BEACH, COUNTY of HARRISON, State of MISSISSIPPI by and between the City of LONG BEACH, MISSISSIPPI, hereinafter called "Owner" and JLB Contractors, LLC hereinafter called the "Contractor."

WITNESSETH THAT, the Owner and Contractor do mutually agree as follows:

1. In consideration of the price for the work herein specified in the bid proposal to be paid by the Owner to the Contractor at the time and in a manner hereinafter provided, the Contractor does hereby agree to complete in every detail the project described as follows:

**2022 HURRICANE SEASON**  
**POST-DISASTER ROADWAY CLEARING (THE PUSH)**  
**CITY OF LONG BEACH, MISSISSIPPI**  
**LONG BEACH RFP 22-001**

in compliance with the Public Notice, Proposal Form, Contract, Performance Bond, RFP including General Conditions, and such Addenda thereto as may be issued prior to execution of this Contract, all in a thorough and workmanlike manner.

2. This price shall include the cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, transportation, and other accessories and services necessary to complete this project, in accordance with the Contract Documents.
3. **The Contractor shall not commence any work under this Contract without specific authorization from the City of LONG BEACH following a specific disaster declaration.** Upon such Notice, the Contractor shall commence work under this contract immediately from the "Notice to Proceed" issued by the Owner. The Contractor shall complete all work under the Contract within **70 hours** following a disaster event, unless otherwise specifically authorized by FEMA.
4. The Owner agrees to pay the Contractor for the performance of the Contract as provided in the Specifications, and in accordance with the rate schedule attached which was submitted as part of the bid package.
5. Owner and Contractor specifically agree and declare that Owner shall be deemed and considered the statutory employer of Contractor's employees.

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### 6. HOLD HARMLESS, DEFEND AND INDEMNIFICATION AGREEMENT

JLB Contractors, LLC (Other Party) agrees to save and hold harmless, protect, defend, and indemnify the City of LONG BEACH, MISSISSIPPI, its officers, agents, employees and volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of JLB Contractors, LLC (Other Party), its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by City of LONG BEACH as a result of any claim, demands, and/or causes of action, except those claims, demands, and/or causes of action arising out of the negligence of the City of LONG BEACH, MISSISSIPPI, its agents, representatives, employees and volunteers. JLB Contractors, LLC (Other Party) agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand, or suit is groundless, false, or fraudulent.

7. Contractor agrees to comply with the following Federally Funded project requirements:

#### FEDERAL COMPLIANCE REGULATIONS

Federal regulations apply to all City of LONG BEACH contracts using Federal funds as a source for the solicitation of goods and services. Contractor must comply with the following Federal requirement as applicable:

#### ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the Grantee, Subgrantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

#### CLEAN AIR AND WATER ACTS

The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

#### CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by Grantees and Subgrantees in excess of \$2,000, and in excess of \$2.500 for other contracts which involve the employment of mechanics or laborers).

#### COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair.)

#### COPYRIGHTS

The Grantee and Subgrantee is free to copyright original work developed in the course of or under the agreement. The Grantor reserves a royalty-free, nonexclusive, and irrevocable right to



## Minutes of September 20, 2022 Mayor and Board of Aldermen

reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of Grantor financial support, by grant number, and a statement that the publication does not constitute an endorsement by Grantor or reflect Grantor's views.

### ENERGY POLICY AND CONSERVATION ACT

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

### EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by Grantees and their Contractors or Subgrantees).

### PATENTS

Grantee and Subgrantee assures that if any grant or subgrant produces patents, patent rights, Processes or inventions, a report shall be made to the appropriate agency from which a determination will be made as to whether protection of such invention or discovery is necessary in accordance with President's Memorandum of August 23, 1971 (36 P.R. 16889).

### REMEDIES

MISSISSIPPI law provides for legal remedies and appropriate sanctions and penalties in instances where the Contractor is in violation of or breaches the contract terms.

### REPORTS

The Contractor shall submit, at such times and in such form as may be prescribed, such reports as Grantor may require, including monthly or quarterly progress reports, quarterly program income reports, and final fiscal reports and annual performance reports.

### RETENTION OF ALL RECORDS

The Contractor is required to retain all records for three (3) years after grantees or subgrantees make final payments and all other pending matters are closed.

### TERMINATION FOR CAUSE

This Contract may be terminated for cause based upon failure of Contractor to comply with the terms and/or conditions of the Contract provided that the City shall give Contractor written notice specifying Contractor's failure. If within thirty (30) days after receipt of such notice, Contractor shall not have either corrected such failure or, in the case the failure cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the City may, at its option, place Contractor in default and the Contract shall terminate on the date specified in the notice. Contractor may exercise any rights available to in under MISSISSIPPI law to terminate for cause upon the failure of the City to comply with the term and/or conditions of this Contract provided that Contractor shall give the City written notice specifying the City's failure and a reasonable opportunity for the City to remedy the failure.

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Mayor and Board of Aldermen

TERMINATION FOR CONVENIENCE

This Contract may be terminated at any time for the convenience of the City. If this clause is executed, the City shall pay Contractor for all work completed through the termination date, as well as any demobilization costs that are a part of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in **three (3)** original counterparts on the day and year first hereinabove written.

WITNESSES:

Sharon J. Boush  
\_\_\_\_\_

JLB CONTRACTORS, LLC  
Contractor  
[Signature]  
Signature  
Kyle Carrigan  
Printed Name  
Co. Owner  
Title

WITNESSES:

Stacy Dahl  
\_\_\_\_\_

CITY OF LONG BEACH  
Owner  
[Signature]  
Signature  
George Bass  
Printed Name  
Mayor  
Title

\*\*\*\*\*

**Minutes of September 20, 2022  
Mayor and Board of Aldermen**

Alderman Brown made motion seconded by Alderman Frazer and unanimously carried to approve the following contract with JLB Contractors LLC for Emergency & Minor Construction Services, 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 JLB Contractors, 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:

**EMERGENCY CONSTRUCTION SERVICES AND MINOR CONSTRUCTION SERVICES**

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:

Emergency Construction Services and Minor Construction Services

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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EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)  
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00520-1

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# Minutes of September 20, 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 Contract Time & Completion

A. The overall contract time and the process for response, completion, and payment of each individual Work Order shall be per Note 1 herein.

### ~~4.02 Days to Achieve Substantial Completion and Final Payment~~

~~A. The Work will be substantially completed within See Note 1 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 See Note 1 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 N/A 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 N/A 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:

N/A (\$       )  
(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:~~

<sup>1</sup> The overall Contract period shall be for two (2) years from the effective date of this executed contract with one (1) year extensions by mutual agreement of both parties. The contract shall automatically terminate at midnight two (2) years from the effective date of this contract, unless extended by mutual agreement. Period of performance for each individual Work Order shall be agreed upon between Owner and Contractor. For Emergency Construction Services, the Contractor shall respond within two (2) hours, 24 hours per day, 7 days per week throughout the year upon being notified of an emergency. For Minor Construction Services, the Contractor shall respond within forty-eight (48) hours upon being notified of a minor construction project. Upon completion of the work associated with each individual Work Order, the City shall issue a completion document (See Note 3 herein) and shall make payment in full for all agreed-upon services and costs as itemized on Contractor's invoice.

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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 UNIT PRICE PROPOSAL

TOTAL OF ALL ESTIMATED PRICES	See Note 2 (words)	\$ See Note 2 (numerals)
-------------------------------	-----------------------	-----------------------------

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

#### ARTICLE 6 - PAYMENT PROCEDURES

##### 6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 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 each Work Order's value 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 Order 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. 25 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. (See Note 3)~~

<sup>2</sup> The estimated price of each Work Order shall be determined and agreed upon between Owner and Contractor.

<sup>3</sup> Completion documents may be an informal email, or other written documentation establishing the date the City accepts the work as ready for use and the beginning of the warranty period.

## Minutes of September 20, 2022 Mayor and Board of Aldermen

### 6.03 Final Payment

A. No progress payments will be made, nor will retainage be withheld as part of this contract. Upon final completion and acceptance of each Work Order in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the Contract Price as recommended by Engineer in full as provided in said Paragraph 14.07. (See Note 3)

### 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.

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.

## Minutes of September 20, 2022 Mayor and Board of Aldermen

### ARTICLE 9 - CONTRACT DOCUMENTS

#### 9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 7, inclusive).
  2. Performance bond (pages 1 to 2, inclusive). See Note 4
  3. Payment bond (pages 1 to 2, inclusive). See Note 4
  4. ~~Other bonds (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).~~
    - a. ~~\_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).~~
    - b. ~~\_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).~~
    - c. ~~\_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).~~
  5. General Requirements (pages 1 to 3, inclusive).
  6. Standard Requirements (pages 1 to 2, inclusive).
  7. Section 1: Emergency Construction Services (pages 1 to 2, inclusive).
  8. Section 2: Minor Construction Services (pages 1 to 2, inclusive).
  9. General Conditions (pages 1 to 68, inclusive).
  10. Supplemental General Conditions (pages 1 to 5, inclusive).
  11. Special Conditions (pages 1 to 7, inclusive).
  12. Addenda (numbers N/A to N/A, inclusive).
  13. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Unit Price Proposal (pages 1 to 7, inclusive).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages N/A to N/A, inclusive).
  14. 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 2, 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).

<sup>4</sup> Security for Faithful Performance – Simultaneously with the delivery of the executed contract, the Contractor shall furnish a surety bond or bonds in the amount of \$10,000 as security for faithful performance of this contract, and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. When the total amount of all Work Orders exceeds \$10,000, Contractor shall provide updated performance and payment bonds in the amount of the total of all Work Orders issued to date.

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EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)  
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## Minutes of September 20, 2022 Mayor and Board of Aldermen

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.

#### 10.05 Other Provisions

##### A. Termination of Contract

1. The Owner reserves the right to terminate or suspend services of this contract at the Owner's sole discretion, but not limited to repeated and reoccurring poor performance based on the performance criteria in the General and Standard Requirements and Section 1 and 2 Requirements.
2. The contractor shall maintain required licenses, bonds, insurance, qualified and experienced labor and equipment as stipulated or be subject to termination at Owner's sole discretion.



# Minutes of September 20, 2022 Mayor and Board of Aldermen

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 September 20, 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:

JLB Contractors, LLC

By: [Signature]  
Title: Co-Owner

[CORPORATE SEAL]

Attest: [Signature]

Title: Office Manager

Address for giving notices:

21294 Johnson Rd

Long Beach, MS 39560

228-863-0303

License No.: 21884-MC (Where applicable)

Agent for service or process: \_\_\_\_\_

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



# Minutes of September 20, 2022 Mayor and Board of Aldermen

Bond No. PRF08281230

## Performance Bond

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

**CONTRACTOR (Name and Address):**

JLB Contractors, LLC  
21294 Johnson Road  
Long Beach, MS 39580

**SURETY:**

Fidelity and Deposit Company of Maryland  
1299 Zurich Way, 5th Floor  
Schaumburg, IL 60196

**OWNER (Name and Address):**

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

**CONSTRUCTION CONTRACT**

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

Amount: \$10,000.00\*\*

Ten thousand and no/100\*\* Dollars

**Description (Name and Location):**

Emergency Construction Services and Minor Construction Services

**BOND:**

Date: \_\_\_\_\_ (Not earlier than Construction Contract Date)

Amount: \$10,000.00\*\*

Ten thousand and no/100\*\* Dollars

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company  
JLB Contractors, LLC  
Signature: *[Signature]*  
Name: *Jonathan D. Damians*  
Title: *Co-Owner*

**SURETY**

Company  
Fidelity and Deposit Company of Maryland  
Signature: *[Signature]*  
Name: *John G. Raides*  
Title: *Attorney-in-Fact*

(Any additional signatures appear on the last page of this Performance Bond)

**FOR INFORMATION ONLY – Name, address and telephone**

**AGENT OR BROKER:**

Arthur J. Gallagher Risk Management Services, Inc  
1076 Highland Colony Pkwy, Suite 300  
Ridgeland, MS 39157

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party)

Oversreet & Associates, PLLC  
161 Lameuse Street, Suite 203  
Biloxi, MS 39530

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## Minutes of September 20, 2022 Mayor and Board of Aldermen

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
  - .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless, the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Section 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the

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PRF76003ZZ0711F

## Minutes of September 20, 2022 Mayor and Board of Aldermen

commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
  - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
  9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price 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 the Owner or its heirs, executors, administrators, successors and assigns.
  10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
  11. Any proceeding, legal or equitable, under this Bond 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 a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
  13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 14. DEFINITIONS**
- 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Language conforms to AIA Document A312 Performance Bond, 2010 edition.  
PRF76003ZZ0711f

# Minutes of September 20, 2022 Mayor and Board of Aldermen

16. Modifications to this Bond are as follows:

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*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company  
 JLB Contractors, LLC  
 Signature:   
 Name: Jonathan D. Damiers  
 Title: CO-OWNER

**SURETY**

Company  
 Fidelity and Deposit Company of Maryland  
 Signature: \_\_\_\_\_  
 Name: John G. Raines  
 Title: Attorney-in-Fact

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PRF760037/207111

# Minutes of September 20, 2022 Mayor and Board of Aldermen

BOND NO.: PRF08281230

## Payment Bond

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

**CONTRACTOR (Name and Address):**

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

**SURETY:**

Fidelity and Deposit Company of Maryland  
1299 Zurich Way, 5th Floor  
Schaumburg, IL 60196

**OWNER (Name and Address):**

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

**CONSTRUCTION CONTRACT**

Date: \_\_\_\_\_  
Amount: \$ 10,000.00\*\*  
Ten thousand and no/100\*\*

Dollars

Description (Name and Location):  
Emergency Construction Services and Minor Construction Services

**BOND:**

Date: \_\_\_\_\_ (Not earlier than Construction Contract Date)

Amount: \$ 10,000.00\*\*  
Ten thousand and no/100\*\*

Dollars

Modifications to this Bond:     None     See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: JLB Contractors, LLC (Corporate Seal)

Signature:   
Name: Johnathon D. Damieus  
Title: Co. Owner

(Any additional signatures appear on the last page of this Payment Bond)

(FOR INFORMATION ONLY - Name, address and telephone)

**AGENT OR BROKER:**

Arthur J. Gallagher Risk Management Services, Inc  
1076 Highland Colony Pkwy, Suite 300  
Ridgeland, MS 39157

**SURETY**

Company: Fidelity and Deposit Company of Maryland (Corporate Seal)

Signature:   
Name: John G. Raines  
Title: Attorney-in-Fact

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party):  
Overstreet & Associates, PLLC  
161 Lameuse Street, Suite 203  
Biloxi, MS 39530

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PAY76003ZZ0613f

## Minutes of September 20, 2022 Mayor and Board of Aldermen

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

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## Minutes of September 20, 2022 Mayor and Board of Aldermen

performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs, or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. DEFINITIONS

**16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or furnished or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the claim.

- 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond 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 Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for a which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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# Minutes of September 20, 2022 Mayor and Board of Aldermen

- 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the Agreement and the Contract Documents.
- 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.
- 17. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- 18. Modifications to this Bond are as follows:

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*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

<p><b>CONTRACTOR AS PRINCIPAL</b>          Company: _____ <i>(Corporate Seal)</i></p> <p>JLB Contractors, LLC          _____</p> <p>Signature: <u><i>[Signature]</i></u>          Name: <u>Jonathan D. Damians</u>          Title: <u>Co-Owner</u></p>	<p><b>SURETY</b>          Company: _____ <i>(Corporate Seal)</i></p> <p>Fidelity and Deposit Company of Maryland          _____</p> <p>Signature: _____          Name: <u>John G. Raines</u>          Title: <u>Attorney-in-Fact</u></p>
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# Minutes of September 20, 2022 Mayor and Board of Aldermen

## ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint John E. MARCHETTI, John G. RAINES, Kelli E. BURNUM, Jessica WINDHAM, Sherrill Ann KELLEY and David R. ROBERTSON, Tammy D. VERNON of Ridgeland, Mississippi, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 19th day of August, A.D. 2022.



ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

State of Maryland  
County of Baltimore

On this 19th day of August, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

# Minutes of September 20, 2022 Mayor and Board of Aldermen

### EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



*MJ Pethick*  
By: Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:  
[reportsclaims@zurichna.com](mailto:reportsclaims@zurichna.com)

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

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**Minutes of September 20, 2022  
Mayor and Board of Aldermen**

Alderman Frazer made motion seconded by Alderman Parker and unanimously carried to approve the following contract with Suncoast Infrastructure, Inc. for the 2022 Sewer Rehabilitation project, 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 Suncoast Infrastructure, 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:

**2022 SEWER REHABILITATION**

**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:

2022 Sewer Rehabilitation

**ARTICLE 3 - ENGINEER**

3.01 The Project has been designed by: Overstreet & Associates, PLLC  
161 Lameuse Street, Suite 203  
Biloxi, MS 39503

(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 September 20, 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 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 120 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:

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

## Minutes of September 20, 2022 Mayor and Board of Aldermen

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 _____	(words)	\$ _____ (numerals)
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C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

**Four Hundred Sixty-Four Thousand, Nine Hundred Seventy Dollars and 00/100 ---\$464,970.00**

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:

## Minutes of September 20, 2022 Mayor and Board of Aldermen

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. 25 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. 25 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 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.

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.

## Minutes of September 20, 2022 Mayor and Board of Aldermen

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).
7. Specifications as listed in the table of contents of the Project Manual.



## Minutes of September 20, 2022 Mayor and Board of Aldermen

8. Drawings consisting of 5 sheets with each sheet bearing the following general title: SEWER REHABILITATION 2022 [or] the Drawings listed on attached sheet index.

9. Addenda (numbers 1 to 2, inclusive).

10. Exhibits to this Agreement (enumerated as follows):

a. Contractor's Bid (pages 1 to 119, inclusive).

b. Documentation submitted by Contractor prior to Notice of Award (pages N/A to N/A, inclusive).

11. 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 September 20, 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 9/20/22 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Long Beach

Suncoast Infrastructure, Inc.

By: [Signature]

By: [Signature]  
Stephen H. Kula

Title: Mayor

Title: President

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: [Signature]

Attest: [Signature]

Title: City Clerk

Title: Secretary

Address for giving notices:

Address for giving notices:

P.O. Box 929

P.O. Box 397

Long Beach, MS 39560

Florence, MS 39073

228-863-1556

601-326-9161



(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.: 12019-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 September 20, 2022  
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman McGoey and unanimously carried to approve the following contract with Rowell Roofing for the Long Beach Library Roof Repairs, 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, MS P.O. Box 929, Long Beach, MS 39560

(Owner) and Rowell Roofing, 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:

**LONG BEACH LIBRARY – ROOF REPAIRS**

**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 Library – Roof Repairs

**ARTICLE 3 - ENGINEER**

3.01 The Project has been designed by: Overstreet & Associates, PLLC  
161 Lameuse Street, Suite 203  
Biloxi, MS 39503

(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 September 20, 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 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 120 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 \_\_\_\_\_ \$ \_\_\_\_\_  
(words) (numerals)

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## Minutes of September 20, 2022 Mayor and Board of Aldermen

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

One Hundred Forty-Two Thousand Eight Hundred Dollars and 00/100-----\$142,800.00.

### 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 September 20, 2022 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. 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. Supplemental General Conditions (pages 1 to 9, inclusive).

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## Minutes of September 20, 2022 Mayor and Board of Aldermen

7. Special Conditions (pages 1 to 2, inclusive).
  8. Specifications as listed in the table of contents of the Project Manual.
  9. Drawings consist of 4 sheets with each sheet bearing the following general title: "CITY OF LONG BEACH LIBRARY ROOF REPAIRS".
  10. Addenda (numbers N/A to N/A, inclusive).
  11. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 2, 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 September 20, 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 9/20/22 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Long Beach  
By: [Signature]  
Title: Mayor

Rowell Roofing, Inc.  
By: [Signature]  
Title: Jason Koenn  
Vice-President

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: [Signature]  
Title: City Clerk

Attest: [Signature]  
Title: Randall B. Rowell  
President

Address for giving notices:

Address for giving notices:

P.O. Box 929  
Long Beach, MS 39560  
228-863-1556

170 Industrial Park Rd. P.O. Box 647  
Columbia, MS 39429  
601-736-9494



(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.: 04569-MC  
(Where applicable)

Agent for service or process: \_\_\_\_\_

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



**Minutes of September 20, 2022  
Mayor and Board of Aldermen**

**CORPORATE RESOLUTION**

**BE IT RESOLVED** by the Board of Directors of Rowell Roofing Inc.,  
domiciled in Columbia, Mississippi, in a meeting duly assembled that Jason Koenenn,  
Vice-President of the Corporation, may negotiate for and sign any and all bid proposals  
and/or contracts which this Corporation might enter for the furnishing of services for  
the Corporation under such terms, conditions, and stipulates, and for such  
consideration as he might deem to the best interest of the Corporation for the Bid  
Long Beach Library – Roof Repairs, OA Project No. 1231, Long Beach, Mississippi.

\*\*\*\*\*

I, Jason Koenenn, Secretary of Rowell Roofing, Inc. do hereby certify that the  
above and foregoing is a true and correct copy of the Resolution unanimously  
adopted at a meeting of the Board of Directors of said Corporation held on  
September 9, 2022, at which meeting all members of the Board of Directors were  
present and voted thereon and that said Resolution has been spread upon the  
minute books of the Corporation, and same is in full force and effect.

WITNESS MY SIGNATURE 9th day of September, 2022 at Columbia,  
Mississippi.

  
Secretary  
(CORPORATE SEAL)

\*\*\*\*\*

## Minutes of September 20, 2022 Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman Johnson and unanimously carried to approve the following contract with Gill's Crane & Dozer Service, Inc. for the Harbor Hurricane Zeta Debris Removal, 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 Gill's Crane & Dozer Service, 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:

**LONG BEACH SMALL CRAFT HARBOR HURRICANE ZETA REPAIRS - DEBRIS REMOVAL**

**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 Small Craft Harbor Hurricane Zeta Repairs - Debris Removal

**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.

# Minutes of September 20, 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 120 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>
-----------------	--------------------	-------------	---------------------------	-------------------	------------------

**AS PER ATTACHED BID**

TOTAL OF ALL ESTIMATED PRICES \_\_\_\_\_ \$ \_\_\_\_\_

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## Minutes of September 20, 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 Thirty-Six Thousand Dollars and 00/100-----\$136,000.00**

### 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 at the rate allowed by the 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.

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## Minutes of September 20, 2022 Mayor and Board of Aldermen

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.

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 53, inclusive).

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## Minutes of September 20, 2022 Mayor and Board of Aldermen

6. Supplementary Conditions (pages 1 to 2, inclusive).
  7. Special Conditions (pages 1 to 10, inclusive)
  8. Specifications as listed in the table of contents of the Project Manual.
  9. Drawings consisting of \_\_\_\_\_ sheets with each sheet bearing the following general title: \_\_\_\_\_ [or] the Drawings listed on attached sheet index.
  10. Addenda (numbers N/A to N/A, inclusive).
  11. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 25, 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.

# Minutes of September 20, 2022 Mayor and Board of Aldermen

### 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.

### 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 9/20/22 (which is the Effective Date of the Agreement).

OWNER:

City of Long Beach

By: [Signature]

Title: Mayor

[CORPORATE SEAL]

Attest: Stacy Dahl

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:

Gill's Crane & Dozer Service, Inc.

By: [Signature]

Title: Gill J. Audibert  
Corporate President

[CORPORATE SEAL]

Attest: [Signature]

Title: Brett J. Audibert  
Corporate Secretary

Address for giving notices:

416 Marlin Drive

Slidell, LA 70461

504-662-5530

License No.: 12433-MC

(Where applicable)

Agent for service or process: Musgrave, McLachlin & Penn  
1515 Poydras Ave. Suite 2380 N.O. LA 70112

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



Minutes of September 20, 2022  
Mayor and Board of Aldermen

**CORPORATE RESOLUTION**


A meeting of the Board of Directors of Gill's Crane & Dozer Service, Inc., a corporation organized under the laws of the State of Louisiana and domiciled in the City of New Orleans was held on this 4<sup>th</sup> day of January, 2022 and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and, after discussion, was unanimously adopted by said quorum:

BE IT RESOLVED, that Gill J. Audibert, President, is hereby authorized to submit bid proposals, sell assets, execute contracts and agreements on behalf of this corporation.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the purchasing agency of the Parish of Orleans, shall have been furnished a copy of said resolution, duly certified.

I, Brett J. Audibert, hereby certify that I am the Secretary of Gill's Crane & Dozer Service, Inc., a corporation created under the laws of the State of Louisiana and domiciled in the City of New Orleans; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the 4<sup>th</sup> day of January, 2022, as said resolution appears of record in the Official minutes of the Board of Directors in my possession.

  
Brett J. Audibert,  
Corporate Secretary

Louisiana  
Corporate Seal

116 Marlin Drive  
Slidell, LA 70461



Minutes of September 20, 2022  
 Mayor and Board of Aldermen

Bond No. 43BCSIX5287

 **AIA Document A312™ – 2010**

**Performance Bond**

**CONTRACTOR:**  
*(Name, legal status and address)*

Gill's Crane & Dozer Service, Inc.  
 116 Marlin Drive  
 Slidell, LA 70461

**SURETY:**  
*(Name, legal status and principal place of business)*

Hartford Fire Insurance Company  
 Hartford Plaza, T-4-47  
 Hartford, CT 06155

**OWNER:**  
*(Name, legal status and address)*

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

**CONSTRUCTION CONTRACT**

**Date:**

Amount: \$136,000.00

**Description:**

*(Name and location)*

Long Beach Small Craft Harbor Hurricane Zeta Repairs - Debris Removal

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

**BOND**

**Date:**

*(Not earlier than Construction Contract Date)*

Amount: \$136,000.00

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

Gill's Crane & Dozer Service, Inc.

Signature: *[Signature]*

Name and Title: Brett J. Audibert

Title: Secretary

*(Any additional signatures appear on the last page of this Performance Bond.)*

**SURETY**

Company: *(Corporate Seal)*

Hartford Fire Insurance Company

Signature: *[Signature]*

Name and Title: Cathy P. Grace

Title: Attorney-in-Fact

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

C. P. Grace & Associates, Inc.  
 11605 Perkins Rd. Bldg. 2 Ste. D  
 Baton Rouge, LA 70810

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party):*

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## Minutes of September 20, 2022 Mayor and Board of Aldermen

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

Init.

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User Notes:

(843731810)

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## Minutes of September 20, 2022 Mayor and Board of Aldermen

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price 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 the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond 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 a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

Init.

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User Notes:

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# Minutes of September 20, 2022 Mayor and Board of Aldermen

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

CONTRACTOR AS PRINCIPAL

SURETY

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

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

Name and Title:

Address:

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

Name and Title:

Address:

Init.

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Minutes of September 20, 2022  
Mayor and Board of Aldermen

Bond No. 43BCSIX5287

 **AIA** Document A312™ – 2010

**Payment Bond****CONTRACTOR:***(Name, legal status and address)*

Gill's Crane & Dozer Service, Inc.  
116 Marlin Drive  
Slidell, LA 70461

**SURETY:***(Name, legal status and principal place of business)*

Hartford Fire Insurance Company  
Hartford Plaza, T-4-47  
Hartford, CT 06155

**OWNER:***(Name, legal status and address)*

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

**CONSTRUCTION CONTRACT**

Date:

Amount: \$136,000.00

Description:

*(Name and location)*

Long Beach Small Craft Harbor Hurricane Zeta Repairs - Debris Removal

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$136,000.00

Modifications to this Bond:  None  See Section 18**CONTRACTOR AS PRINCIPAL**Company: *(Corporate Seal)*  
Gill's Crane & Dozer Service, Inc.**SURETY**Company: *(Corporate Seal)*  
Hartford Fire Insurance CompanySignature: 

Name and Title: Brett J. Audibert, Corp. Secretary

Signature: 

Name and Title: Cathy P. Grace, Attorney-At-Law

*(Any additional signatures appear on the last page of this Payment Bond.)**(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:**

C. P. Grace & Associates, Inc.  
11505 Perkins Rd. Bldg. 2 Ste. D  
Baton Rouge, LA 70810

**OWNER'S REPRESENTATIVE:***(Architect, Engineer or other party:)***ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

Ink.

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(1311858570)

## Minutes of September 20, 2022 Mayor and Board of Aldermen

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Int.

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## Minutes of September 20, 2022 Mayor and Board of Aldermen

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond 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 Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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# Minutes of September 20, 2022 Mayor and Board of Aldermen

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

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

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

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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# Minutes of September 20, 2022 Mayor and Board of Aldermen

Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to approve the following recommendation from City Engineer David Ball to apply for MCWI funds for a Water & Sewer Master Plan:

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



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

September 16, 2022

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

**RE: 2022 ARPA Applications – Water & Sewer Master Plan**

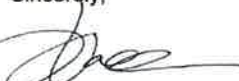
Ladies and Gentlemen:

In the course of research on the acceptable uses of ARPA funds, we have discovered that planning for projects is an acceptable use of funds. More specifically, the use of the MDEQ's Municipality & County Water Infrastructure Grant Program Act (MCWI) funds to match the City's already awarded ARPA funds can be utilized in the creation of a water & sewer master plan.

We estimate that a fairly detailed study of the City's water & sewer master plan could be performed for approximately \$150,000. This could include updating available data on these City infrastructure assets, a determination of deficiencies, as well as recommendations of improvement/rehabilitation projects along with preliminary cost estimates for such projects. Such a study would be performed with assistance from the City's Public Works, Fire, and Building departments to gain available data about the systems, projected growth areas, and any known performance issues in the systems. Hydraulic modeling could be performed to facilitate a greater understanding of the function of the water & sewer systems, along with the improvement projects needed.

If this seems satisfactory to the City, please authorize an application for ARPA matching funds to be made for a water & sewer master plan for the City, along with the previously authorized water, sewer, and drainage fund applications.

Additionally, we have determined that the City is eligible to apply for MCWI funds at 100% of the ARPA funds received. Therefore, we recommend that the total of all applications made for MCWI funds should equal \$7,878,354 (ARPA funds received + 100%). To date, the City has authorized applications for \$7.04M in funds. Assuming the City desires to include an application for the water & sewer master plan discussed above, there still remains ~\$680k of matching funds available for application. To complete our allowable application amount, we could submit such projects as needed from the accepted list of water, sewer, drainage projects previously submitted to the City. We request your authorization to do so.

Sincerely,  
  
David Ball, P.E.

DB:539  
Attachment

\*\*\*\*\*

Minutes of September 20, 2022  
Mayor and Board of Aldermen

Alderman Frazer made motion seconded by Alderman Johnson and unanimously carried to approve authorization to advertise the 2<sup>nd</sup> Street Sidewalk Extension per the following schedule:

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



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

September 16, 2022

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

**RE: 2<sup>nd</sup> St. Sidewalk Extension**

Ladies and Gentlemen:

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

Authorize Advertisement:	September 20, 2022
First Advertisement:	September 23, 2022
Second Advertisement:	September 30, 2022
Receive Bids:	October 25, 2022

If approved, we hope to have a Bid Tabulation and Recommendation of Award at the November 1, 2022 meeting.

Sincerely,

David Ball, P.E.

DB:1200

\*\*\*\*\*

**Minutes of September 20, 2022  
Mayor and Board of Aldermen**

There came on for discussion Derelict Property List; whereupon Building Official Mike Gundlach provided the following:

**Derelict Properties**

**GREEN TICK LLC**  
2220 GLORIA CIR UNIT #122 PENSACOLA, FL 32514

**Physical Street Address:**  
320 PARK ROW AVE

**WILLIAMS KRISTOPHER R H**  
101 EAST AVE LONG BEACH, MS 39560

**Physical Street Address:**  
105 OAK VIEW AVE

**TTLBL LLC**  
4747 EXECUTIVE DR STE 510 SAN DIEGO, CA 92121

**Physical Street Address:**  
300 PARK ROW AVE

**TOOTLE ROY J JR & GWENDOLYN**  
307 W OLD PASS RD LONG BEACH, MS 39560

**Physical Street Address:**  
307W OLD PASS RD

**NISSEN CURTIS A**  
15251 GINGER CV GULFPORT, MS 395032812

**Physical Street Address:**  
307 OLD PASS RD

**LADNER SHEILA**  
22154 CAMERON RD KILN, MS 39556

**Physical Street Address:**  
100 LAROSA RD

**RIDDICK FAMILY TRUST**  
4649 BRIAR OAK DR PACE, FL 32571

**Physical Street Address:**  
100 LAROSA RD

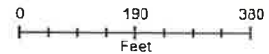
Minutes of September 20, 2022  
Mayor and Board of Aldermen

DERELICT PROPERTIES ON PARK ROW



**HARRISON COUNTY, MISSISSIPPI**

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PUBLICLY AVAILABLE INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP. TALL FURRY, TAX ASSESSOR. MAP DATE: September 16, 2022



After further discussion, it was the consensus of the Board to direct City Attorney Steve Simpson to find out how Gulfport handles similar derelict properties.

\*\*\*\*\*

Alderman Frazer made motion seconded by Alderman Brown and unanimously carried to declare an Executive Session for the transaction of public business, to wit: To discuss potential litigation regarding a zoning 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 no action was required or taken.

\*\*\*\*\*

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

\*\*\*\*\*

**Minutes of September 20, 2022  
Mayor and Board of Aldermen**

APPROVED:

\_\_\_\_\_  
Alderman Donald Frazer, At-Large

\_\_\_\_\_  
Alderman Patrick Bennett, Ward 1

\_\_\_\_\_  
Alderman Bernie Parker, Ward 2

\_\_\_\_\_  
Alderman Angie Johnson, Ward 3

\_\_\_\_\_  
Alderman Timothy McCaffrey, Jr., Ward 4

\_\_\_\_\_  
Alderman Mike Brown, Ward 5

\_\_\_\_\_  
Alderman Pete L. McGoey, Ward 6

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Kini Gonsoulin, Deputy City Clerk