

**Minutes of June 20, 2023
Mayor and Board of Aldermen**

**MUNICIPAL DOCKET
REGULAR MEETING OF JUNE 20, 2023
THE MAYOR AND BOARD OF ALDERMEN
THE CITY OF LONG BEACH, MISSISSIPPI
5:00 O'CLOCK P.M. LONG BEACH CITY HALL, 201 JEFF DAVIS AVE.

- I. CALL TO ORDER**
- II. INVOCATION AND PLEDGE OF ALLEGIANCE**
- III. ROLL CALL AND ESTABLISH QUORUM**
- IV. ANNOUNCEMENTS; PRESENTATIONS; PROCLAMATIONS**
 - 1. Grant Presentation – Centerpoint Energy**
- V. AMENDMENTS TO THE MUNICIPAL DOCKET**
- VI. APPROVE MINUTES:**
 - 1. MAYOR AND BOARD OF ALDERMEN**
 - a. June 6, 2023 Regular & Executive Session**
 - b. June 15, 2023 Work Session**
 - 2. PLANNING & DEVELOPMENT COMMISSION**
 - a. June 8, 2023 Regular**
- VII. APPROVE DOCKET OF CLAIMS NUMBER(S):**
 - 1. 062023**
- VIII. UNFINISHED BUSINESS**
 - 1. Relocation of Drain Pipe Request – Mary Levens**
 - 2. Speed Limits**
- IX. NEW BUSINESS**
 - 1. Planning Commission Appointments**
 - 2. Library Board Appointment – Dianne Johnson**
 - 3. Civil Service Board Resignation – David Bass**
 - 4. Purchase & Sales Agreement – Stageline Mobile Stage, Inc.**
 - 5. Subaward Agreement Modification – MDEQ; Critical Drainage Improvements**
 - 6. Subaward Agreement Modification – MDEQ; 2021 Sewer Investigation & Rehab**
 - 7. Subaward Agreement Modification – MDEQ; 2022 Sewer Investigation & Rehab**
 - 8. Water Bill Issue – Randy & Rebecca Newland**
 - 9. Generator Maintenance Agreements – Taylor Sudden Service**
 - 10. Grant Agreement – HUD; Gateway Harbor Funds**
 - 11. Host Agency Agreement – Senior Community Service Employment Program 23-24**
 - 12. Property & Sales Tax Exemption – Revival Property LB112, LLC**
 - 13. Professional Services Agreement – Christian Preus Landscape Architecture; Gateway & Streetscape Design**
 - 14. Portable Electronic Signs – Alderman Brown**
 - 15. GoMesa Application Authorization**
 - 16. Hurricane Zeta FEMA Appeal**
 - 17. Right of Way Acquisition – Thai Quoc Pham & Quyen Vo Pham**
 - 18. Change Order – Mt. Bass Drainage; Bottom 2 Top Construction**
- X. DEPARTMENTAL BUSINESS**
 - 1. MAYOR'S OFFICE**
 - 2. PERSONNEL**
 - a. Police – Resignation (2); Promotion (1); Re-assignment (2)**
 - b. Fire – Promotion (2); New Hire (1)**
 - c. Court – Step Increase (1)**
 - d. Library – Part-time Resignation (1)**
 - 3. CITY CLERK**
 - a. Revenue/Expense Report May 2023**
 - b. Budget Amendment FY 23 – Public Works**
 - 4. FIRE DEPARTMENT**
 - 5. POLICE DEPARTMENT**
 - 6. ENGINEERING**
 - a. Project Close Out – 2nd Street Sidewalks**
 - b. ARPA/MCWI Grant Funding**
 - c. FY 2025 Tidelands Applications**
 - 7. PUBLIC WORKS**
 - 8. RECREATION**
 - 9. BUILDING OFFICE**
 - 10. HARBOR**
 - 11. COMMUNITY AFFAIRS**
 - 12. DERELICT PROPERTIES**
- XI. REPORT FROM CITY ATTORNEY**
- XII. ADJOURN (OR) RECESS**

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Mayor and Board of Aldermen**

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

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

Absent the meeting were Mayor George L. Bass and Alderman Pete L. McGoey.

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

Centerpoint Energy presented a grant award of \$2,500 to the Long Beach Fire Department to purchase thermal imaging equipment from their Community Partnership Program.

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to add Contract – 4th of July Fireworks; Artisan Pyrotechnics, Inc. as item #19 under New Business.

* *

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to add Resolution – Assistance Widening South Mitchell Road; Harrison County as item #20 under New Business.

* *

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously to remove item #12 Property & Sales Tax Exemption – Revival Property LB112, LLC from the agenda due to incomplete application and contract language.

Alderman McCaffrey made motion seconded by Alderman Johnson and unanimously carried to approve the Regular & Executive Session minutes of the Mayor and Board of Aldermen dated June 6, 2023, as submitted.

* *

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Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the Work Session minutes of the Mayor and Board of Aldermen dated June 15, 2023, as submitted.

Alderman McCaffrey made motion seconded by Alderman Parker to approve the Regular minutes of the Planning & Development Commission dated June 8, 2023, as submitted. After discussion regarding item #2 Final Plat Approval Bear Point Subdivision submitted by Long Beach Holdings, Alderman Parker offered a substitute motion seconded by Alderman McCaffrey and unanimously carried to approve the Regular minutes of the Planning & Development Commission dated June 8, 2023, as submitted with clarification from Charlie Gant of Long Beach Holdings, LLC that because a four year warranty bond is not obtainable, he would procure a three year warranty bond and upon its expiration he would procure an additional one year bond.

Alderman Bennett made motion seconded by Alderman Brown and unanimously carried to approve payment of invoices listed in Docket of Claims number 062023.

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There came on for discussion Relocation of Drainage Pipe Request submitted by Mary Levens, whereupon the following letter was submitted by City Clerk Stacey Dahl:

City of Long Beach



June 8, 2023

Ref: Mary Levens Drain Pipe Request

Mayor and Board of Aldermen,

I have been in contact with Ms. Mary Levens regarding her request to relocate a drainage pipe located on Parcel #0611P-05-073.000 on Park Row.

Ms. Levens has decided to forego subdividing the parcel; therefore, is withdrawing her request to relocate the drain pipe.

Please accept this letter as Ms. Levens' request and my recommendation to refund to Ms. Levens the special connection fee associated with the subdivision of this parcel. Joe Culpepper, Public Works Director, has also agreed to refund fees paid to H2O regarding this special connection. The City will retain the water/sewer tap fee that Ms. Levens paid for 337 Park Row.

Refund from the City to Ms. Levens will be in the amount of two thousand five hundred twenty-eight dollars and twenty-eight cents (\$2,528.28).

Thanking you in advance for your consideration in this matter.

Stacey Dahl
Stacey Dahl, City Clerk

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

After continued discussion, Alderman Bennett made motion seconded by Alderman McCaffrey and unanimously carried to approve the forgoing request to refund special connection fees to Ms. Mary Levens.

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Alderman Parker made motion seconded by Alderman Johnson and unanimously carried to table Speed Limits until the next meeting on Wednesday, July 5, 2023.

Alderman Bennett made motion seconded by Alderman Parker and unanimously carried to approve the following appointments to the Planning & Development Commission for a term of July 2023 – July 2025:

- Mayor – Shawn Barlow
- Mayor – Frank Olaiver
- At Large – William Suthoff
- Ward 1 – Chris Fields
- Ward 2 – Marcia Kruse
- Ward 3 – Jennifer Glenn
- Ward 4 – Nicholas Brown
- Ward 5 – Michael Levens
- Ward 6 – David DiLorenzo

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to appoint Dianne Johnson to the Library Board for a term ending July 2028.

**Minutes of June 20, 2023
Mayor and Board of Aldermen**

There came on for consideration, the following letter of resignation from Civil Service Commissioner David Bass:

City of Long Beach



June 13, 2023

Mayor and Board of Aldermen
City of Long Beach
P. O. Box 929
Long Beach, MS 39560

Dear Mayor and Board of Aldermen:

Please accept this letter as my formal resignation from the Long Beach Civil Service Commission. I have given much thought to this and feel it is in my best interest to resign as of this date. I have recently encountered some health issues and would like to spend more quality time with my family.

Thank you for giving me the opportunity to serve as a commissioner for Civil Service. It has been a learning experience and quite rewarding. I have enjoyed working with my fellow commissioners and the employees of the departments, as they made the job interesting.

I wish the City of Long Beach the best in going forward and thank you for your support during my time with the commission. May God bless you always.

Sincerely,

David Bass

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City of Long Beach



June 19, 2023

Ref: Civil Service Appointment

Board of Aldermen:

Please accept this letter as my recommendation to appoint Ms. Linda Atterberry Schauer as Civil Service Commissioner to fill the unexpired term of Mr. David Bass. Said term to expire July, 2024.

Ms. Schauer was a detective with our Police Department for many years and retired from municipal service with the City of Biloxi. She is a long-time resident of Long Beach, is knowledgeable with our form of government and our Civil Service Rules and Regulations.

Ms. Schauer had an impeccable record with our Police Department, and I cannot express how fortunate the City and its employees will be to have her as a member of our Civil Service Commission.

Thanking you in advance for your consideration and this appointment.

Sincerely,

George L. Bass, Mayor

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

19 June 2023

To: Mayor George Bass

Board of Aldermen

From: Linda Atterberry-Schauer

RE: Vacancy of Civil Service Board

It is my understanding that there is currently an opening on your Civil Service Board. I also understand that due to health concerns, my friend David Bass, had to leave that position.

I would be honored if you would consider appointing me to fill that position.

I have attached a very brief resume outlining, what I feel to be, experiences beneficial to serving in that capacity.

Respectfully,

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Linda Atterberry-Schauer
linda.l.atterberry@gmail.com
(228) 209-0385

PROFESSIONAL SUMMARY _____

Served in Law Enforcement for over 30 years, all under Civil Service.

HISTORY _____

Current: Retired
Serve as Secretary/Treasurer for MS Chapter
FBINAA – serving since 2006

07/94 – 07/2012
Law Enforcement Officer City of Biloxi
During this time frame I progressed from Criminal Investigator to retiring out as Assistant Chief over Administration. I had oversight of approximately 150 Personnel, both sworn and civilian.

07/81 – 07/94
Law Enforcement Officer City of Long Beach
During my tenure with the Long Beach Police Department, I progressed from Patrol Officer to Detective, and the Rank of Captain.

ADDITIONAL AREAS OF EXPERIENCE _____

Background Investigations of potential employees.
Disciplinary Investigations, documentation and submission to appropriate chain of Command.
Investigation of EEOC complaints.

After discussion, Alderman Parker made motion seconded by Alderman Brown and unanimously carried to accept the resignation of David Bass and appoint Linda Atterberry-Schauer to the Civil Service Commission to fill the unexpired term ending July 2024 upon the recommendation of Mayor Bass.

Alderman Bennett made motion seconded by Alderman Parker and unanimously carried to table the Purchase and Sales Agreement with Stageline Mobile Stage, Inc. until the next meeting on Wednesday, July 5, 2023 to allow City Attorney Steve Simpson to make modifications.

**Minutes of June 20, 2023
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Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Subaward Agreement Modification with MDEQ for Critical Drainage Improvements, and authorize the Mayor Pro Tempore to execute same:

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 425-1-SW-5.6

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality ("MDEQ"), a pass-through entity as defined in 2 CFR 200.1, and City of Long Beach, UEI Number: V3P3M7MCNMX8 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") which was entered into on the 23rd day of January, 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required.

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

1) Article 20. **COMPLIANCE WITH LAWS** is revised as follows:

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

**Minutes of June 20, 2023
Mayor and Board of Aldermen**

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.¹

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.³

2) Attachment D is added to the Agreement as attached.

[SIGNATURE PAGE FOLLOWS]

¹ <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

² <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

³ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

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Except as it is modified by the provisions of Agreement Modification No. 1, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF LONG BEACH



Mayor George L. Bass by Donald Frazer Mayor Pro Tempore
Signature of Authorized Representative

Donald Frazer

George L. Bass
Printed Name

Mayor Pro Tempore

Title

June 20, 2023

Date

Minutes of June 20, 2023
Mayor and Board of Aldermen

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

**ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE
CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

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Mayor and Board of Aldermen

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

Minutes of June 20, 2023
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Alderman Johnson made motion seconded by Alderman Parker and unanimously carried to approve the following Subaward Agreement Modification with MDEQ for 2021 Sewer Investigation & Rehabilitation, and authorize the Mayor Pro Tempore to execute same:

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1

STATE OF MISSISSIPPI
COUNTY OF HINDS

MDEQ AGREEMENT NO. 428-1-CW-5.5

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality ("MDEQ"), a pass-through entity as defined in 2 CFR 200.1, and City of Long Beach, UEI Number: V3P3M7MCNMX8 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") which was entered into on the 23rd day of January, 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required.

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

1) Article 20. **COMPLIANCE WITH LAWS** is revised as follows:

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

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Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.¹

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.³

2) Attachment D is added to the Agreement as attached.

[SIGNATURE PAGE FOLLOWS]

¹ <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

² <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

³ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

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Except as it is modified by the provisions of Agreement Modification No. 1, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF LONG BEACH

Mayor George L. Bass *by Donald Frazer Mayor Pro Tempore*
Signature of Authorized Representative

Donald Frazer
George L. Bass
Printed Name

Mayor Pro Tempore
Title

June 20, 2023
Date

**Minutes of June 20, 2023
Mayor and Board of Aldermen**

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

**ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE
CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

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3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

**Minutes of June 20, 2023
Mayor and Board of Aldermen**

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the following Subaward Agreement Modification with MDEQ for 2022 Sewer Investigation & Rehabilitation, and authorize the Mayor Pro Tempore to execute same:

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 432-1-CW-5.5

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality ("MDEQ"), a pass-through entity as defined in 2 CFR 200.1, and City of Long Beach, UEI Number: V3P3M7MCNMX8 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") which was entered into on the 23rd day of January, 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required.

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

1) Article 20. **COMPLIANCE WITH LAWS** is revised as follows:

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

**Minutes of June 20, 2023
Mayor and Board of Aldermen**

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.¹

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.³

2) Attachment D is added to the Agreement as attached.

[SIGNATURE PAGE FOLLOWS]

¹ <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

² <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

³ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCW1-Grant-Program-Regulations-revised-12-16-22.pdf>

**Minutes of June 20, 2023
Mayor and Board of Aldermen**

Except as it is modified by the provisions of Agreement Modification No. 1, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF LONG BEACH



Mayor George Bass by Donald Frazer Mayor Pro Tempore
Signature of Authorized Representative

Donald Frazer

George Bass
Printed Name

Mayor Pro Tempore

Title

June 20, 2023

Date

Minutes of June 20, 2023
Mayor and Board of Aldermen

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

Minutes of June 20, 2023
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3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

Mayor Pro Tempore recognized Mr. Randy Newland of 205 South Lang Avenue who spoke regarding the second utility bill he receives due to having a separate sewer tap for his garage/shop. After further discussion, Alderman Brown made motion seconded by Alderman Johnson and unanimously carried to table this item until the next meeting on Wednesday, July 5, 2023 to further research the account.

Minutes of June 20, 2023
Mayor and Board of Aldermen

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Maintenance Service Agreements with Taylor Sudden Service for the generators at the Police Department, City Hall, Central Fire Station and Fire Station #2, and authorize the Mayor Pro Tempore to execute same:



Taylor Sudden Service
 5640 Commerce Blvd. East
 Mobile, AL 36619
 (251) 443-8402

GENERATOR
 PARTS, SERVICE, REPAIR & RENTAL



Taylor Power Systems
 947 Industrial Park Drive
 Clinton, MS 39056
 (601) 922-4444

STANDBY GENERATOR INDUSTRIAL MAINTENANCE
SERVICE AGREEMENT
6/1/2023

Service Info:

Jeaneen Knight
 Long Beach Police Dept.
 201 Alexander
 Long Beach, MS, 39560
 Email: Jeaneen@cityoflongbeachms.com

Billing Address:

Long Beach Police Dept.
 201 Alexander
 Long Beach, MS, 39560
 Customer #: 39744100
 Phone#: 228-865-1981

- I. Agreement Period: **July 1, 2023, to June 30, 2024**
- II. Services:
 - One Year Annual Agreement (Two visits per year)
 - One Basic Annual Service – see attached equipment list.
 - One Follow Up 41-Point Inspection --see attached equipment list.
- III. Equipment:
 - **Generac QT02524GNNNA (25kw), Serial Number: 6842392**
 - One Basic Annual Service at **\$390.00—perform in July 2023**
 - One Follow Up 41-Point Inspection at **\$230.00—perform in January 2024**
 - **Kohler 80RZG, Serial Number: 2176904**
 - One Basic Annual Service at **\$640.00—perform in July 2023**
 - One Follow Up 41-Point Inspection at **\$230.00—perform in January 2024**
- IV. Payment Terms:

You will be invoiced as each service is performed. Payment is net following receipt of invoice. No sales or use taxes are included in the pricing and will be added as applicable.

Please do not send payment; you will be invoiced.
- V. Activation of Agreement:

Your Signature activates this service and must be received by the agreement start date. Pricing is good for 30 days. No service will be scheduled until a signed agreement is received. You may mail to 5640 Commerce Blvd. East Mobile, AL 36619, fax to 251-443-9569 or email to mduett@taylorbigred.com.

Taking Care of **Our Customers** is **PRIORITY ONE!**

Minutes of June 20, 2023 Mayor and Board of Aldermen



Taylor Sudden Service
5840 Commerce Blvd. East
Mobile, AL 36619
(251) 443-8402



Taylor Power Systems
947 Industrial Park Drive
Clinton, MS 39056
(801) 922-4444

VI. Taylor Sudden Service Disclaimer:

Taylor Sudden Service may or may not be the manufacturer of the equipment to which this Service/Preventative Maintenance Agreement applies. This Agreement does not modify or extend any manufacturer's originally issued warranty. Regularly scheduled service or preventative maintenance is necessary to extend the life of the equipment to which this agreement applies and make it more likely that the standby/prime power unit will provide power when needed; however, Taylor Sudden Service is neither an insurer nor guarantor of the equipment or the customer's product for which power is to be provided. INCIDENTAL AND CONSEQUENTIAL DAMAGES OCCURRING AS A RESULT OF THE FAILURE OF THE EQUIPMENT IS EXPRESSLY DISCLAIMED AND THE SOLE LIABILITY OF TAYLOR POWER SYSTEMS FOR ANY WORK PERFORMED UNDER THIS AGREEMENT IS LIMITED TO THE INVOICE AMOUNT OF THE AGREEMENT.

VII. Taylor Agreement Price: \$1,490.00 + applicable taxes

For questions on when your services will be performed or questions about service work that was done, contact the Inside Service Sales Supervisor that handles your agreement:

➤ *Samuel Dunn 251-298-8731*

Accepted By:  Date: 6/20/23

Printed Name: Donald Frazer
Prepared For: Long Beach Police Department

Prepared By:
Michael Dueitt
Inside PM Sales Rep.

Taylor Sudden Service - Generators
3750 Halls Mill Road, Mobile, AL 36693 · Phone: 251-443-8402 · Fax: 251-443-9569

Taking Care of Our Customers is PRIORITY ONE!

**Minutes of June 20, 2023
Mayor and Board of Aldermen**



Taylor Sudden Service
5640 Commerce Blvd. East
Mobile, AL 36619
(251) 443-8402



Taylor Power Systems
847 Industrial Park Drive
Clinton, MS 39056
(801) 922-4444

**STANDBY GENERATOR INDUSTRIAL MAINTENANCE
SERVICE AGREEMENT
6/2/2023**

Service Info:

Kini Gonsoulin
Long Beach City Hall
201 Jefferson Davis Highway
Long Beach, MS, 39560
Email: Kini@cityoflongbeachms.com

Billing Address:

Long Beach City Hall
201 Alexander
Long Beach, MS, 39560
Customer #: 12602000
Phone#: 228-383-1549

- I. **Agreement Period:** August 1, 2023, to July 31, 2024

- II. **Equipment:**
 - Caterpillar LC6, Serial Number: G6B17451

- III. **Services:**
 - One Basic Annual Service at \$990.00 – perform August 2023
 - One Follow Up 41-Point Inspection at \$335.00- perform February 2024

- IV. **Payment Terms:**

You will be invoiced as each service is performed. Payment is net following receipt of invoice. No sales or use taxes are included in the pricing and will be added as applicable.

Please do not send payment; you will be invoiced.

- V. **Activation of Agreement:**

Your Signature activates this service and must be received by the agreement start date. Pricing is good for 30 days. No service will be scheduled until a signed agreement is received. You may mail to 5640 Commerce Blvd. East, Mobile, AL 366109, fax to 251-443-9569 or email to mduett@taylorbigred.com.

Taking Care of Our Customers is **PRIORITY ONE!**

Minutes of June 20, 2023 Mayor and Board of Aldermen



Taylor Sudden Service
5640 Commerce Blvd. East
Mobile, AL 36619
(251) 443-8402



Taylor Power Systems
947 Industrial Park Drive
Clinton, MS 39058
(601) 922-4444

VI. **Taylor Sudden Service Disclaimer:**

Taylor Sudden Service may or may not be the manufacturer of the equipment to which this Service/Preventative Maintenance Agreement applies. This Agreement does not modify or extend any manufacturer's originally issued warranty. Regularly scheduled service or preventative maintenance is necessary to extend the life of the equipment to which this agreement applies and make it more likely that the standby/prime power unit will provide power when needed; however, Taylor Sudden Service is neither an insurer nor guarantor of the equipment or the customer's product for which power is to be provided. INCIDENTAL AND CONSEQUENTIAL DAMAGES OCCURRING AS A RESULT OF THE FAILURE OF THE EQUIPMENT IS EXPRESSLY DISCLAIMED AND THE SOLE LIABILITY OF TAYLOR SUDDEN SERVICE FOR ANY WORK PERFORMED UNDER THIS AGREEMENT IS LIMITED TO THE INVOICE AMOUNT OF THE AGREEMENT.

VII. Taylor Agreement Price: **\$1,325.00 + applicable taxes**
Please do not send payment; you will be invoiced.

For questions on when your services will be performed or questions about service work that was done, contact the Service Sales Supervisor that handles your agreement:

➤ Samuel Dunn 251-443-8402

Accepted By:  Date: 6/12/23
Printed Name: Donald Frazer
Prepared For: **Long Beach City Hall**

Prepared By:
Michael Dueitt
Inside PM Sales Representative

Taylor Sudden Service - Generators
5640 Commerce Blvd. East, Mobile, AL 36619 · Phone: 251-443-8402 · Fax: 251-443-9569

Taking Care of Our Customers is PRIORITY ONE!

**Minutes of June 20, 2023
Mayor and Board of Aldermen**



Taylor Sudden Service
5640 Commerce Blvd. East
Mobile, AL 36619
(251) 443-8402



Taylor Power Systems
947 Industrial Park Drive
Clinton, MS 39058
(601) 922-4444

**STANDBY GENERATOR INDUSTRIAL MAINTENANCE
SERVICE AGREEMENT
6/2/2023**

Service Info:

Kini Gonsoulin
Long Beach Fire Dept
645 Klondyke Rd
Long Beach, MS, 39560
Email: Kini@cityoflongbeachms.com

Billing Address:

Long Beach Fire Department
201 Alexander
Long Beach, MS, 39560
Customer #: 39742100
Phone#: 228-865-1981

- I. **Agreement Period:** August 1, 2023, to July 31, 2024

- II. **Equipment:**
 - Kohler 80ROZJ81, Serial Number: 368440

- III. **Services:**
 - One Basic Annual Service at \$640.00 – perform August 2023
 - One Follow Up 41-Point Inspection at \$230.00- perform February 2024

- IV. **Payment Terms:**

You will be invoiced as each service is performed. Payment is net following receipt of invoice. No sales or use taxes are included in the pricing and will be added as applicable.

Please do not send payment; you will be invoiced.

- V. **Activation of Agreement:**

Your Signature activates this service and must be received by the agreement start date. Pricing is good for 30 days. No service will be scheduled until a signed agreement is received. You may mail to 5640 Commerce Blvd. East, Mobile, AL 366109, fax to 251-443-9569 or email to Mdueltt@taylorblgred.com.

Taking Care of Our Customers is **PRIORITY ONE!**

**Minutes of June 20, 2023
Mayor and Board of Aldermen**



Taylor Sudden Service
5840 Commerce Blvd. East
Mobile, AL 36619
(251) 443-8402



Taylor Power Systems
947 Industrial Park Drive
Clinton, MS 39058
(601) 922-4444

VI. Taylor Sudden Service Disclaimer:

Taylor Sudden Service may or may not be the manufacturer of the equipment to which this Service/Preventative Maintenance Agreement applies. This Agreement does not modify or extend any manufacturer's originally issued warranty. Regularly scheduled service or preventative maintenance is necessary to extend the life of the equipment to which this agreement applies and make it more likely that the standby/prime power unit will provide power when needed; however, Taylor Sudden Service is neither an insurer nor guarantor of the equipment or the customer's product for which power is to be provided. INCIDENTAL AND CONSEQUENTIAL DAMAGES OCCURRING AS A RESULT OF THE FAILURE OF THE EQUIPMENT IS EXPRESSLY DISCLAIMED AND THE SOLE LIABILITY OF TAYLOR SUDDEN SERVICE FOR ANY WORK PERFORMED UNDER THIS AGREEMENT IS LIMITED TO THE INVOICE AMOUNT OF THE AGREEMENT.

**VII. Taylor Agreement Price: \$870.00 + applicable taxes
Please do not send payment; you will be invoiced.**

For questions on when your services will be performed or questions about service work that was done, contact the Service Sales Supervisor that handles your agreement:

➤ *Samuel Dunn 251-443-8402*

Accepted By:  Date: 6/20/23
Printed Name: Donald Frazer
Prepared For: **Long Beach Fire Department**

Prepared By:
Michael Dueitt
Inside PM Sales Representative

Taylor Sudden Service - Generators
5640 Commerce Blvd. East, Mobile, AL 36619 · Phone: 251-443-8402 · Fax: 251-443-9569

Taking Care of **Our Customers** is **PRIORITY ONE!**

**Minutes of June 20, 2023
Mayor and Board of Aldermen**



Taylor Sudden Service
5640 Commerce Blvd. East
Mobile, AL 36619
(251) 443-8402



Taylor Power Systems
947 Industrial Park Drive
Clinton, MS 39056
(601) 922-4444

**STANDBY GENERATOR INDUSTRIAL MAINTENANCE
SERVICE AGREEMENT
6/2/2023**

Service Info:

Kini Gonsoulin
Long Beach Fire Dept
120 East 2nd St.
Long Beach, MS, 39560
Email: Kini@cityoflongbeachms.com

Billing Address:

Long Beach Fire Department
201 Alexander
Long Beach, MS, 39560
Customer #: 39742100
Phone#: 228-865-1981

- I. **Agreement Period:** August 1, 2023, to July 31, 2024

- II. **Equipment:**
 - Kohler 250REOZJE, Serial Number: 2304863

- III. **Services:**
 - One Basic Annual Service at **\$830.00** – perform August 2023
 - One Follow Up 41-Point Inspection at **\$270.00**- perform February 2024

- IV. **Payment Terms:**
You will be invoiced as each service is performed. Payment is net following receipt of invoice. No sales or use taxes are included in the pricing and will be added as applicable.
Please do not send payment; you will be invoiced.

- V. **Activation of Agreement:**
Your Signature activates this service and must be received by the agreement start date. Pricing is good for 30 days. No service will be scheduled until a signed agreement is received. You may mail to 5640 Commerce Blvd. East, Mobile, AL 366109, fax to 251-443-9569 or email to Mdueltt@taylorbigred.com.

Taking Care of Our Customers is **PRIORITY ONE!**

**Minutes of June 20, 2023
Mayor and Board of Aldermen**



Taylor Sudden Service
5640 Commerce Blvd. East
Mobile, AL 36618
(251) 443-8402



Taylor Power Systems
947 Industrial Park Drive
Clinton, MS 39056
(801) 822-4444

VI. Taylor Sudden Service Disclaimer:

Taylor Sudden Service may or may not be the manufacturer of the equipment to which this Service/Preventative Maintenance Agreement applies. This Agreement does not modify or extend any manufacturer's originally issued warranty. Regularly scheduled service or preventative maintenance is necessary to extend the life of the equipment to which this agreement applies and make it more likely that the standby/prime power unit will provide power when needed; however, Taylor Sudden Service is neither an insurer nor guarantor of the equipment or the customer's product for which power is to be provided. INCIDENTAL AND CONSEQUENTIAL DAMAGES OCCURRING AS A RESULT OF THE FAILURE OF THE EQUIPMENT IS EXPRESSLY DISCLAIMED AND THE SOLE LIABILITY OF TAYLOR SUDDEN SERVICE FOR ANY WORK PERFORMED UNDER THIS AGREEMENT IS LIMITED TO THE INVOICE AMOUNT OF THE AGREEMENT.

**VII. Taylor Agreement Price: \$1,100.00 + applicable taxes
Please do not send payment; you will be invoiced.**

For questions on when your services will be performed or questions about service work that was done, contact the Service Sales Supervisor that handles your agreement:

➤ Samuel Dunn 251-443-8402

Accepted By: _____

Date: _____

Printed Name: _____

Prepared For: Long Beach Fire Department

Prepared By:

Michael Dueitt

Inside PM Sales Representative

Taylor Sudden Service - Generators

5640 Commerce Blvd. East, Mobile, AL 36619 · Phone: 251-443-8402 · Fax: 251-443-9569

Taking Care of Our Customers is **PRIORITY ONE!**

Minutes of June 20, 2023
Mayor and Board of Aldermen



**SUDDEN SERVICE, INC.
INDUSTRIAL PREVENTATIVE MAINTENANCE
SERVICE AGREEMENT**

AGREEMENT BENEFITS:

- Priority response over non-agreement customers.
- Pre-scheduled appointments.
- Lower locked in rates with consistent cost over non-agreement customers.
- Labor rate savings on non-maintenance related repairs.
- Detailed reports from our technicians.
- Consistent annual agreement dates .

Preventative Maintenance Agreement Includes:

Inspection Service – includes the 40+ point inspection.

Basic Service – performed annually includes:

- 40+ Point Inspection above plus.
- System testing of air, lubricating, fuel, electrical, controls, & transfer switch.
- Oil change with filter.
- Fuel filter change (only for diesel applications).
- Coolant testing and treatment if radiator cooled.

Full Service – performed every third year includes:

- 40+ Point Inspection plus.
- All Basic Service items plus.
- Replacement of belts and hoses.
- Replacement of battery.
- Replacement of coolant.
- Replacement of air filter.

Optional Services:

- Load bank testing.
- Fuel polishing service.
- Megger testing.
- InfraRed camera testing.
- Vibration testing.
- Generator rental during scheduled service (eliminates any possible outages).

you can depend on *Big Red*

SSI-223 (10/20)

**Minutes of June 20, 2023
Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman Johnson and unanimously carried to approve the following Grant Agreement with HUD for Gateway Harbor Funds, and authorize the Mayor Pro Tempore to execute same:

**FY 2022 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-22-CP-MS-0530**

Grantee Name: City of Long Beach
Grantee Address: 201 Jeff Davis Ave. Long Beach, MS 39560
Grantee's Unique Entity Identifier (UEI):
Grantee's Employer Identification Number (EIN)
Federal Award Identification Number (FAIN) B-22-CP-MS-0530
Assistance Listing Number and Name 14.251 Economic Development Initiative, Community Project Funding, and Miscellaneous Grants
Period of Performance/Budget Period Start Date Date of grant obligation
Period of Performance/Budget Period End Date August 31, 2030

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Long Beach (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the Explanatory Statement for Division L of that Act, which was printed in the House section of the Congressional Record on March 9, 2022 (Explanatory Statement); and superseding provisions of the Consolidated Appropriations Act, 2023 (Public Law 117-328).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$4,300,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

Minutes of June 20, 2023 Mayor and Board of Aldermen

**FY 2022 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-22-CP-MS-0530**

B. **Approved Budget.** The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. **Project and Budget Changes.** All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development - Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. **Applicable Appropriations Act Conditions.** The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2022, the Explanatory Statement, and the Consolidated Appropriations Act, 2023 are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the later Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

Minutes of June 20, 2023 Mayor and Board of Aldermen

**FY 2022 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-22-CP-MS-0530**

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR art 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward, and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR art 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR art 58.

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C. After Grantee's receipt of the Letter of Invitation for this grant, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed prior to the Letter of Invitation, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendment become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

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I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

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accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in

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the document titled "Grant Award Instructions" that accompanies the Grant Agreement. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

D. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

E. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

F. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

G. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the grantee is advised to make its final request for payment under the grant no later than September 15, 2030.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement; the reasons why established goals were not met, if appropriate; and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

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D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/wcb/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds. E. No

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

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4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

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ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

City of Long Beach

(Name of Organization)

BY: 

(Signature of Authorized Official)

Donald Frazer Mayor Pro Tempore

(Typed Name and Title of Authorized Official)

June 20, 2023

(Date)

HUD

BY: Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

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APPENDIX 1 – Project Narrative

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APPENDIX 2 – Approved Budget

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APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- ? The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- ? The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
	%	
	%	

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

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APPENDIX 4 –

Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

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(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

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**APPENDIX 5 – Specific Award Conditions
NONE.**

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APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and

b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

b. Whether an opportunity was provided for open competitive bidding or negotiation;

c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

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will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

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APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

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i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Minutes of June 20, 2023
Mayor and Board of Aldermen

FY 2022 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-22-CP-MS-0530

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Minutes of June 20, 2023
Mayor and Board of Aldermen

Alderman Johnson made motion seconded by Alderman Parker and unanimously carried to approve the following Host Agency Agreement with Southern Mississippi Planning & Development District (SMPDD) for the Senior Community Service Employment Program 2023-2024, and authorize the Mayor Pro Tempore to execute same:



June 9, 2023

Mayor George L. Bass
P. O. Box 929
Long Beach, Mississippi 39560

Re: Senior Community Service Employment Program/PY2023-24 Annual Agreements

Dear Mayor Bass:

Thank you for your interest in serving as a Host Agency Partner with the *Senior Community Service Employment Program (SCSEP)*. The *SCSEP* is a Financial Assistance/Job Training Program for older workers, in which enrollees provide community service up to 29 hours per week, while training to increase skills and gain unsubsidized employment. The *SCSEP* is authorized by Title V of the Older Americans Act, and is funded by the U.S. Department of Labor. As our flyer states, *"We pay them. You train them."* Now, that is a good deal for everyone!

Today, I am mailing two sets of original *SCSEP Host Agency Agreements* to you. Each set consists of one federal and one state agreement. These Agreements clearly state the responsibilities of the Host Agency involved in this very worthwhile community endeavor. **Please sign and date all four agreements where highlighted in yellow. Then, please return Set #1 to me, by mail, for our Host Agency files.** I thank you.

Please know that I am passionate about this program because it "gives" nothing by entitlement. Through our sponsor, **Southern Mississippi Planning and Development District**, enrollees earn minimum wages for **ONLY** those hours they actually work. Their only additional benefit is the **Workers' Compensation coverage this program provides**, which protects both our older workers and their host agencies.

This is a wonderful job-readiness program that allows older workers in **your** community to receive wages from us, while working for you. It is definitely a WIN-WIN-WIN situation that has served government offices and nonprofit agencies since 1965. Again, thank you for your interest and I look forward to working with your municipality for many years to come.

Sincerely,

Janice Hale, SCSEP Project Director and Department Head
Southern Mississippi Planning and Development District
Direct Extension: (228) 314-1433
Email: jhale@smpdd.com

Enclosures: 2 Sets of Host Agency Agreements; Program Reference Sheet; SCSEP Flyers

10441 Corporate Drive, Suite 1, Gulfport, MS 39503 | (228) 868-2311 | Fax (228) 868-2550
P.O. Box 934, Hattiesburg, MS 39403 | (601) 545-2137 | Fax (601) 545-2164
www.smpdd.com

**Minutes of June 20, 2023
Mayor and Board of Aldermen**



STATE OF MISSISSIPPI
JONATHON TATE REEVES, GOVERNOR
DEPARTMENT OF EMPLOYMENT SECURITY
MARK HENRY
EXECUTIVE DIRECTOR

SCSEP Host Agency Agreement

As part of the Senior Community Service Employment Program, operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by the:

City of Long Beach - Mississippi

a governmental agency or a **non-profit agency** designated under Section 501(c)(3) of the Internal Revenue Code, (hereinafter referred to as the Host Agency), and

Southern Mississippi Planning and Development District

Sponsor Agency.

The intent of this agreement is to furnish useful community service assignments for low-income mature workers who are 55 years of age or older, in order to increase their skills and assist transition to permanent employment.

The Host Agency agrees:

- To provide a safe and healthful environment, adequate orientation and training, additional training as needed to meet employment goals, and to treat each participant as a valued worker in the Host Agency.
- To assist the Sponsor agency in placing one or more participants per year in a job off of the program; and to consider participants for regular employment on its staff when vacancies occur or when new positions are created.
- To abide by mutually agreed to schedules, documented by properly prepared time sheets and periodic performance evaluations. Participants may be required to attend periodic meetings during regular working hours, and the Host Agency recognizes that they will be unavailable at the Host Agency during these times.
- To ensure that each participant's assignment does not displace currently employed or laid-off workers, replace others working in assisted programs, or reduce regular house work, wages or benefits.
- Not to discriminate against any participant because of race, color, religion, sex, national origin, or disability.
-
-

Page 1 of 4

Minutes of June 20, 2023
Mayor and Board of Aldermen

- To send a representative to a group meeting of host agency supervisors. Group meetings of host agency supervisor or designated representatives will be held annually to acquaint all concerned with the SCSEP goals and objectives.

- That no other national Title V SCSEP project sponsor will use this Host Agency site while this Agreement is in effect; and

- **To inform the Sponsor Agency immediately if its Section 501(c)(3) certification is changed.**

The Sponsor Agency Agrees:

- To recruit, enroll, assess and assign a SCSEP participant to the Host Agency for the purpose of engaging in a productive community service assignment with duties and tasks as specified in a written community service assignment description.
- To be responsible for all administrative and fiscal controls for the assignment and for paying wages and providing required fringe benefits to each participant.

The Sponsor Agency reserves the right to reassign any participant whenever reassignment will increase opportunities for training or unsubsidized employment, will serve the best interest of the participant, or will better support the goals and objectives of the SCSEP program.

This agreement may be amended by mutual agreement.

**Minutes of June 20, 2023
Mayor and Board of Aldermen**

This Agreement is in effect from: July 1, 2023 to June 30, 2024

SIGNED - HOST AGENCY

Name of Agency: City of Long Beach - Mississippi


Address: 201 Jeff Davis Ave., Long Beach, MS 39560
(Please submit physical address to include street, city/town & ZIP)

Mailing address if different from above: P.O.Box 929, Long Beach, MS 39560
(Please include street and/or P.O. Box, city/town & ZIP)

Telephone number: (228) 863-1556 Fax number: (228) 865-0822

Federal Employer Identification Number: 64-6000637 State: Mississippi

Representative's Name: Mr. George L. Bass by Donald Frazer Title: Mayor Pro Tempore


Signature:  **Date:** June 20, 2023

Supervisor's email address (if applicable): cityclerk@cityoflongbeachms.com

SIGNED - SCSEP PROJECT SPONSOR

Project Sponsor: Southern Mississippi Planning and Development District

Name & Title: Janice Hale, Project Director Phone: (228) 868-2311 Fax: (228) 868-2550

Signature:  **Date:** 06.09.2023

Program Manager's email address: jhale@smpdd.com

DEFINITION OF HOST AGENCY STATUS

This host agency is a certified non-profit agency under Section 501(c)(3) of the United States Internal Revenue Code. FEIN: _____ (Required by USDOL)

501(c)(3) documentation is attached to this agreement.

501(c)(3) documentation is already on file with the sponsor.

or

This host agency is a government agency. FEIN: 64-6000637 (Required by USDOL)

Minutes of June 20, 2023
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Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties.

However, enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Host Agency supervision.

Include enrollees in staff-development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure they are completed correctly and forwarded to the Project Director.

Assure enrollees do not work more than the 20 hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure enrollees do not displace or replace paid employees.

Provide a safe and hazard-free working environment for the enrollee and report all accidents immediately to the Project Director.

Minutes of June 20, 2023
Mayor and Board of Aldermen



SCSEP Host Agency Agreement PY2023

To comply with the requirements of the Center for Workforce Inclusion (CWI) Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered by

City of Long Beach - Mississippi

hereinafter referred to as the Host Agency, and

Southern Mississippi Planning and Development Districts

hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each job seeker, to provide the orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each job seeker as a regular member of the Host Agency staff.

Regarding COVID guidelines, the Host Agency agrees to inform the Sponsor Agency of its policies regarding wearing masks, vaccines, and social distancing, including any and all amendments to these policies. Additionally, the Host Agency recognizes that the Sponsor Agency will be following applicable federal, state, and/or local COVID guidelines and will respect changes to SCSEP status that the Sponsor Agency may make in response to COVID.

The Host Agency is to immediately notify the Sponsor Agency if any job seeker has been exposed to the COVID virus, when applicable.

The Host Agency agrees to consider each job seeker for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the job seeker. A detailed training plan, which includes skills to be attained and timelines for achieving the goal, will be documented in the job seeker's Individual Employment Plan (IEP) and Community Service Assignment Description. The Community Service Assignment Description must specify the nature of the assignment, the hours each job seeker will train, specific duties and tasks to be performed.

As the onsite day-to-day supervisor of assigned job seekers, the Host Agency agrees to document any inappropriate work behaviors of job seekers that may lead to progressive discipline or other incidents and call and discuss with the Project Sponsor.

The Host Agency may allow an alternative or temporary community service assignment to include remote or telework. Such arrangements still require the Host Agency to provide

Minutes of June 20, 2023 Mayor and Board of Aldermen

adequate supervision and equipment. Provision of the remote or telework assignment must be documented in the Community Service Assignment Description for Remote Work. The Host Agency must notify the Project Sponsor before initiating this type of assignment and agrees to requirements outlined in the Sponsor Agency's "SCSEP Remote Work Policy," and "Remote Work Approval Instructions." These documents will be provided by the Sponsor Agency upon request.

The Host Agency also agrees to notify the Project Sponsor of any unscheduled leave time of the job seekers, particularly absences of three days or longer.

The Host Agency understands that the length of time that a job seeker may remain in the same assignment will be determined in their Individual Employment Plan (IEP). The Host Agency understands that the Sponsor Agency may reassign any job seeker when that reassignment will increase the job seeker's opportunities for training or unsubsidized employment or will otherwise serve the best interests of the job seeker.

While this agreement is in effect, the Host Agency agrees to not provide community service assignments for job seekers serving through another national Title V project sponsor.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each job seeker and to provide properly prepared time sheets (the supervisor will confirm that the job seeker worked the hours claimed on their time sheet and will assure that both they and the job seeker sign the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and understands that each job seeker will be required to attend periodic SCSEP meetings during regular working hours.

The Host Agency agrees that the community service assignments for any job seeker are to be like "in demand" or "growth industries" private sector jobs, such as health care, child daycare, education, or green jobs. However, these assignments will not result in the displacement of currently employed workers, nor in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the job seeker for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally-assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a job seeker on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees that job seekers currently assigned to the Host Agency are not permitted to volunteer at the Host Agency, whether it be similar activity as the Community Service Assignment or any other activity.

The Host Agency agrees to send a representative to a Host Agency supervisors' meeting. Host Agency supervisors' meetings will be held at least annually to acquaint all concerned with the SCSEP goals and objectives. The Host Agency agrees to participate in the DOL Customer Satisfaction Surveys if solicited.

Minutes of June 20, 2023 Mayor and Board of Aldermen

The Host Agency agrees to provide documentation of in-kind contributions. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any job seeker.

The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c) (3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c) (3) agency, a copy of that certification is attached. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c) (3) certification is revoked.

The Sponsor Agency agrees to recruit, enroll, and assign a job seeker to the Host Agency for engaging in productive community service employment.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits and workers compensation coverage to each job seeker. The Host Agency does not pay wages or provide fringe benefits or Workers' Compensation insurance to job seekers.

Indemnification. The Host Agency agrees to indemnify, defend and hold harmless the Sponsor Agency, its representatives, directors, officers, agents, invitees, job seekers and employees, and its Affiliates and their respective directors, officers, employers, job seekers and agents from and against any Claim for costs, fees, penalties, expenses, third-party damages, attorneys' fees and all other liabilities to any third party whatsoever ("Losses"), that result or arise from any allegation of bodily injury, death, or damage to real and/or tangible personal property, incurred during the activities and projects that arise from this Agreement, to the extent proximately caused by the negligence, gross negligence or intentional misconduct of the indemnifying party (i.e., Host Agency), its employees, partners, agents, invitees, job seekers and contractors.

"Claim" means any and all third-party claims, suits, and proceedings. "Loss" means any and all losses, damages, costs, expenses, liabilities, obligations, judgments and claims of any kind (including reasonable attorneys' fees and all expenses and costs of investigation and litigation).

This indemnification provision shall survive the term of this Agreement, or any cancellation or abandonment of the terms and conditions contemplated herein.

Force Majeure. Under no circumstance will the Sponsor Agency be liable for any loss or damage caused by nonperformance due to circumstances beyond the Sponsor Agency's control, such as a pandemic, disease, natural disasters, war, acts of terrorism, civil unrest, and strikes.

This Agreement may not be amended except upon written agreement between the parties.

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Mayor and Board of Aldermen

This Agreement is in effective from
July 1, 2023 to June 30, 2024

Definition of Host Agency Status


(Check one)

- This host agency is a government agency. FEIN 64-6000637 (Required by USDOL).
- This host agency is a certified non-profit agency under Section 501(c) (3) of the United States Internal Revenue Code. FEIN _____ (Required by USDOL).
_____ 501(c) (3) documentation is attached.

Signed — Host Agency

Host Agency: City of Long Beach - Mississippi

Representative's Name: George L. Bass by Donald Frazer

Representative's Signature: 

Host Agency Title: Mayor Pro Tempore

Host Agency Supervisor: Stacey Dahl

Address: 201 Jeff Davis Ave., Long Beach, MS 39560

Mailing address if different from above: P.O.Box 929, Long Beach, MS 39560

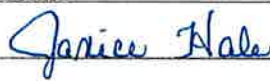
Phone: (228) 863-1556 Fax: (228) 865-0822

Email: cityclerk@cityoflongbeachms.com Date: June 20, 2023

Signed — SCSEP Sponsor Agency

SCSEP Sponsor: Southern Mississippi Planning and Development

Representative's Name: Janice Hale

Representative's Signature: 

Title: Program Director and Department Head

Address: 10441 Corporate Drive, Suite #1, Gulfport, MS 39503

Phone: (228) 868-2311 Fax: (228) 868-2550

Email: jhale@smpdd.com Date: 06.09.2023

Property & Sales Tax Exemption – Revival Property LB112, LLC was removed from the agenda at the beginning of the meeting.

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Mayor and Board of Aldermen

Alderman McCaffrey made motion seconded by Alderman Brown and unanimously carried to approve the following Professional Services Agreement with Christian Preus Landscape Architect for Gateway & Streetscape Design, and authorize the Mayor Pro Tempore to execute same:



Mailing:
 307 De La Mare Avenue
 Fairhope, AL 36532

1011 Desoto Street
 Ocean Springs, MS 39564

June 8, 2023

City of Long Beach, Mississippi (Client)
 Attn: Mayor George L. Bass (via email)

Regarding: Professional Services for Gateway & Streetscape Design

Dear Mayor Bass:

Thank you for considering Christian Preus Landscape Architecture, PLLC (CPLA) for design of the Gateway Project along Beach Boulevard in Long Beach, MS.

We have pulled together a group of qualified design professionals to round out our team. In addition to CPLA's visioning, planning and management of the project, Dale Partners will be providing architectural services, with structural assistance from Simpkins & Costelli Structural Engineers. In addition, WelCon Electrical Engineers will be providing electrical design for the project.

It is our understanding that several items will be handled in house, or by the owner's representative, David Ball. *Services such as existing conditions surveys, grading, drainage, property acquisition, and MDOT permitting are not included in this fee proposal. An existing conditions survey of the entire project area shall be required for our work to begin.*

SCOPE OF SERVICES

I. SCHEMATIC DESIGN

The CPLA design team will meet with City staff or administration to provide a representative cross section of ideas and perspectives. We will present our schematic ideas building on the plans that have been developed to date to obtain feedback.

II. DESIGN DEVELOPMENT

After obtaining feedback on the schematic plans, our team will begin the process of refining a singular vision for the project areas. We will develop preliminary plans that identify hardscape, landscape materials, and vertical structures. Images of these materials will be presented to the design team and client for feedback prior to the development of construction documents. We will work with the design team to develop a budget, and recommended phasing plan based on available funding.

Minutes of June 20, 2023

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III. CONSTRUCTION DOCUMENTS

Once the design team and the construction managers establish what the various packages will be, we will develop the construction plans and specifications for the different scopes of the project.

IV. BIDDING PHASE

The CPLA Team will work with the City's Construction Manager to facilitate the bidding process – likely for multiple trade packages.

V. CONSTRUCTION ADMINISTRATION

During construction, we will participate in monthly OAC meetings and check in on construction every other week. We will field all questions from the contractor during the construction phase. At the completion of the project, our team will conduct a walk through and develop a punch list for the contractor to complete prior to receiving final payment.

COMPENSATION FOR SERVICES:

Unless noted otherwise, the fees for each line item task in the scope are listed below as lump sum figures based on the conversations and plan that we have been presented. The fees below exclude the services of the City Civil Engineer. The civil engineering services for this project shall be contracted through a separate agreement between the civil engineer and the City.

I.	Schematic Design	\$35,355.50
II.	Design Development	\$58,925.85
III.	Construction Documents	\$106,066.50
IV.	Bidding	\$4,621.49
V.	Construction Administration	<u>\$30,734.00</u>
		TOTAL: \$235,703.36

TERMS

Work on this project will commence promptly upon receipt of this signed Letter of Agreement. Please make all checks payable to Christian Preus Landscape Architecture, PLLC.

Progress billings will be submitted regularly throughout the term of the project. If an invoice is not paid within (30) days, work on the project will stop until all past due balances and progress billings are paid in full. If the Client fails to make payments when due and Christian Preus Landscape Architecture, PLLC incurs any cost in order to collect overdue sums from Client, then Client agrees that all such collection costs incurred shall immediately become due and payable to Christian Preus Landscape Architecture, PLLC. Collection costs shall include, without limitations, legal fees and reasonable Christian Preus Landscape Architecture, PLLC staff costs at the standard billing rates for Christian Preus Landscape Architecture, PLLC. Collection costs shall survive the term of this Agreement or any earlier term set by either party. In the case of termination, Client agrees to pay in full for all fees and expenses, including collection costs, incurred up to the termination date.

**Minutes of June 20, 2023
Mayor and Board of Aldermen**

The landscape architect is not responsible for the means and methods or appropriateness of the installation procedures undertaken by any contractor and not responsible for job safety. The landscape architect is not responsible for the location of any underground utilities or pipes, or any cracking in concrete, wood or other materials. The landscape architect is not responsible for cost overruns, foundation or drainage problems, or other complications related to the topographical elevation changes dictated by the design of the building or structures on the property. Client will hold harmless and indemnify the landscape architect and associates against all claims of bodily injury, property damage, and death. No extrinsic evidence, oral or written may be introduced to alter terms expressed herein no matter the cause or genesis.

ADDITIONAL SERVICES

Additional services consist of professional services provided which are not described specifically above but are mutually agreed upon between the Client and the Landscape Architect. This may include, but is not limited to, multiple revisions of approved drawings, or more design concepts than described in the scope above. Additional Services will be performed at the appropriate hourly rate, with estimates of time requirements first presented to you for approval.

Mayor Bass, we are grateful to be considered for this project. Please let me know if you need any additional information to assist you at this time.

Sincerely,

CHRISTIAN PREUS LANDSCAPE ARCHITECTURE, PLLC



BY : Christian H. Preus, ASLA 06-08-23
Date



Client 6/20/23
Date

There came on for discussion Portable Electronic Signs, whereupon no action was taken or required.

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to authorize making application for GoMesa grant funds for projects in the harbor including concrete pilings.

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Mayor and Board of Aldermen

There came on for discussion Hurricane Zeta FEMA Appeal, whereupon Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to direct Fire Chief Griff Skellie to file the first appeal of FEMA's determination of damages from Hurricane Zeta and enter arbitration simultaneously.

Alderman Parker made motion seconded by Alderman Brown and unanimously carried to approve the following purchase of right of way from Thai Quoc Pham and Quyen Vo Pham, and authorize the Mayor Pro Tempore to execute same:

Right of Way Technology, Inc.

994 Howard Avenue
Biloxi, MS 39530

Acquisition Agent: Mark Dye mrdye@me.com Mobile: (228) 229-7477

June 15, 2023

Kini A. Gonsoulin
Finance Officer and Deputy City Clerk
City of Long Beach
201 Jeff Davis Avenue
Long Beach, MS 39560
(228) 863-1556

RE: Klondyke Road and Commission Road
City of Long Beach, Mississippi
N/S Project: LPA 107917-701000 Parcel: 4
Thai Quoc Pham and Quyen Vo Pham, Request For Acquisition Payment

Dear Ms. Gonsoulin,

The property owners have accepted the Fair Market Value Offers totaling \$15,600.00 and have executed the conveyance instruments. Please request approval and payment processing using the attached invoice. The original acquisition file and payment will be submitted to the closing attorney, Charlene Roemer. When closing is completed, the completed file original will be provided to you for the permanent records of the City of Long Beach.

Inquiries may be directed to:

Thai Quoc Pham and Quyen Vo Pham
19009 Commission Road
Long Beach, MS 39560
(228) 863-4110

If there are any questions or if other information is needed, please advise.

Sincerely,





Mark Dye
Acquisition Agent

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Mayor and Board of Aldermen**

ROW-320

City of Long Beach, Mississippi

Page 1 of 1

Date <u>June 15, 2023</u>		INVOICE - RIGHT OF WAY		P.O. Number 941/ <u>N/A</u>	
State _____		Acquired By:		Nature of Title	
Vendor No. <u>N/A</u> Customer Acct. No. <u>N/A</u>		Agreement <u> X </u>		Fee Simple <u> X </u>	
Payee <u>Pringle & Roemer Trust Account</u>		Settlement _____		Perm. Ease _____	
<u>for Thai Quoc Pham and Quyen Vo Pham</u>		Condemnation _____		Temp. Ease _____	
<u>Tax Parcel 0611K-01-002.000</u>		Special Circuit _____		D.E. <u>84-01</u>	
Mortgagee _____		Supreme _____		Acquisition _____	
Address <u>P.O. Box 211</u>		TIN NO. _____			
<u>Biloxi, MS 39533</u>					
Project No. <u>STP-0295-00(016)</u> <u>LPA 107917-701000</u>		County <u>Harrison</u>		File No. Parcel: <u>4W/T</u>	
Description					Amount
Warranty Deed - 1,453 sq ft of land					\$ 8,800.00
Damages - Cost to Cure 2 Parking Spaces					\$ 5,000.00
Temporary Easement - 1,278 sq ft of land					\$ 1,800.00
<i>IRS W-9 Form signed 06-14-23</i>					
Klondyke Road and Commission Road					
TOTAL INVOICE					\$ 15,600.00
Recommended For Payment Acquisition Agent, Mark Dye		Approved  City of Long Beach, Mississippi		Paid By Warrant No. _____	
 Signature		By <u>Donald Frazer</u> Print Name		Req. No. _____	
				Date _____	

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Mayor and Board of Aldermen

PROPERTY CLOSING CHECKLIST

Project # LPA 107917-701000 File # 4
Date June 15, 2023 Name Thai Quoc Pham, et ux
County Harrison

Place a (v) check mark in the blank if the item checks out okay.
Place an (x) in the blank if there are any problems, and identify it in the remarks area. (If not applicable, show NA)

- 1. Check the payee name and address on the deed against the invoice. use name not initials.
- 2. Check the T.I.N. (tax id number) against tax form sheet (W-9) and invoices.
- 3. Check the FMVO against the deed, invoice, and appraisal. Be sure the invoice is broken down by Land, Improvements, and Damages.
- 4. Deed acreage should agree with, invoice, FMVO, and map.
- N/A 5. Look for any special clauses that have been added to the deed. Make a note of which page they are on and that it has been initialed by the property owner and Acquisition Agent.
- N/A 6. If any improvement is partially in the take area and on the remainder, the ingress/egress clause must be inserted in deed and initialed by Property Owner and Acquisition Agent.
- 7. Check Notary - (dates, notary Expiration dates, spelling of words, see if blanks above signature are filled in correctly. Notary acknowledgments should be checked for accuracy, i.e.: initials, dates, spelling, etc.)
- 8. All pages of deed should be initialed by property owner and Acquisition Agent.
- N/A 9. Check the code numbers at the bottom of the invoice.
LAND-3120 , unless X Deed- use 3160 Improvements - 3150 Damages - 3180
****USER CODE 1 code for X Deeds Is 1
- N/A 10. Check the Contaminated Active Sites Report in the Parcel Tracking System. If the property has not been cleared for acquisition, contact the Property Management Section before acquiring and get the status of the Parcel.
- N/A 11. Are all mortgages, liens, and judgments taxes listed on the invoice?
Yes ___ No ___
- 12. Attach contact record, closing statement and copy of row map showing acquisition area
- N/A 13. Are all Q-deed and partial releases executed? Do not send warranty deed without them.
- N/A 14. Check for proper documentation of Seals, Heirship forms, Life Estates, etc.
- N/A 15. Administrative Adjustment amount, date and justification for adjustment.

REMARKS: Judgment in title opinion confirmed not to be an owner of the subject property.

2022 property taxes are paid

Date: 6-15-23

Agent: 

Minutes of June 20, 2023 Mayor and Board of Aldermen

Form **W-9** Request for Taxpayer Identification Number and Certification
 (Rev. October 2018) Department of the Treasury Internal Revenue Service
 Give Form to the requester. Do not send to the IRS.
 Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Names required on this line; do not leave this line blank.
Quyen Va Pham

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
 Individual/sole proprietor or single member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
 Other (see instructions) ▶ _____
 Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
19009 Commissioner Rd

6 City, state, and ZIP code
Largo Beach, MS 39560

7 List account number(s) here (optional)

Print or type. See specific instructions on page 2.

Part I Taxpayer Identification Number (TIN)
 Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other individuals, see your employer identification number (EIN). If you do not have a number, see *How to get a TIN*.
 Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number _____
 Employer identification number _____

Part II Certification
 Under penalties of perjury, I certify that:
 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 3. I am a U.S. citizen or other U.S. person (defined below); and
 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
 Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Quyen Va Pham Date ▶ 6-14-23

General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form
 An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.
 • Form 1099-DIV (dividends, including those from stocks or mutual funds)
 • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 • Form 1099-S (proceeds from real estate transactions)
 • Form 1099-K (merchant card and third party network transactions)
 • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 • Form 1099-C (canceled debt)
 • Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
 If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Minutes of June 20, 2023 Mayor and Board of Aldermen

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is typed on this line; do not leave this line blank.
Thái Quốc Pham

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
 Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals, see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
19009 Commission Rd

6 City, state, and ZIP code
Long Beach, MS 39560

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ *6-14-23*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What to backup withholding, later.

Cat. No. 10231X Form W-9 (Rev. 10-2018)

Minutes of June 20, 2023
Mayor and Board of Aldermen

ROW 005 A (Revised 3/2011)

Prepared by:

Right of Way Technology, Inc.
994 Howard Avenue
Biloxi, MS 39530
Phone: (228) 229-7477

Return to:

Pringle & Roemer, PLLC
Post Office Box 211
Biloxi, MS 39553
Phone: (228) 374-1747

Grantee Address:

City of Long Beach, Mississippi a body politic
201 Jeff Davis Avenue
Long Beach, MS 39560
Phone: (228) 863-1556

Grantor Address:

Thai Quoc Pham and Quyen Vo Pham
19009 Commission Street
Long Beach, MS 39560
Phone: (228) 863-4110

WARRANTY DEED

INDEXING INSTRUCTIONS: A parcel of land being located in the NE 1/4 of Section 11, Township 8 South, Range 12 West, Harrison County, Mississippi.

Initial TR, QP, TP

THAI QUOC PHAM AND QUYEN VO PHAM
LPA 107917-701000
4W

**Minutes of June 20, 2023
Mayor and Board of Aldermen**

Page 2

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

For and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Long Beach, Mississippi, a political subdivision of the State of Mississippi, the following described land:

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 - EAST ZONE) USING A COMBINED FACTOR OF 0.999960753 AND A CONVERGENCE ANGLE OF - 00°09'42".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NE 1/4 OF SECTION 11, TOWNSHIP 8 SOUTH, RANGE 12 WEST, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR SET AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 12 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 317532.17, E 881999.40; THENCE RUN EAST 1206.71 FEET; THENCE RUN SOUTH 1347.75 FEET TO A CHISELED MARK SET AT THE NORTHEAST CORNER OF THE GRANTOR'S PROPERTY, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 316184.42, E 883206.11 AND BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

FROM SAID POINT OF BEGINNING, RUN S 89°51'04" W ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 120.00 FEET TO A 1/2" REBAR SET AT THE NORTHWEST CORNER OF THE GRANTOR'S PROPERTY; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, RUN S 00°07'34" W ALONG THE WEST LINE OF THE GRANTOR'S PROPERTY FOR A DISTANCE OF 4.06 FEET TO A 1/2" REBAR SET ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF COMMISSION ROAD AS SHOWN ON THE RIGHT OF WAY PLANS FOR PROJECT NUMBER STP-0295-00(016)LPA; THENCE LEAVING SAID WEST LINE, RUN S 81°12'33" E ALONG SAID PROPOSED RIGHT OF WAY LINE FOR A DISTANCE OF 75.16 FEET TO A SET PK NAIL, SAID POINT BEING 40.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 108+00.000 OF COMMISSION ROAD AS SHOWN ON

Initial *TP*, *QP*, *TP*

THAI QUOC PHAM AND QUYEN VO PHAM
LPA 107917-701000
4W

**Minutes of June 20, 2023
Mayor and Board of Aldermen**

Page 3

THE ABOVE REFERENCED PLANS; THENCE RUN N 89°46'11" E ALONG SAID PROPOSED RIGHT OF WAY LINE FOR A DISTANCE OF 45.70 FEET TO A PK NAIL SET ON THE EAST LINE OF THE GRANTOR'S PROPERTY; THENCE RUN N 00°07'34" E ALONG SAID EAST LINE FOR A DISTANCE OF 15.67 FEET BACK TO THE POINT OF BEGINNING AND CONTAINING 0.033 ACRE, MORE OR LESS.

A survey plat of the Right-of-Way Acquisition parcel provided by Pickering Firm, Inc. dated November 19, 2021, is attached as Exhibit A.

The grantor herein further warrants that the above described property is no part of his/her homestead.

This conveyance includes all improvements located on the above described land and partially on Grantor's remaining land. The Grantee herein, its Agents, and/or Assigns are hereby granted the right of Ingress and Egress on Grantors remaining land for removing or demolishing the improvements. The consideration herein named is in full payment of all said improvements.

It is understood and agreed that the consideration herein named is in full payment and settlement of any and all damage and compensation which would be allowable under a decree were it rendered by the Court and jury in an Eminent Domain proceeding under the provision of the applicable laws and statutes of the State of Mississippi.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Initial MP, QP, TP

THAI QUOC PHAM AND QUYEN VO PHAM
LPA 107917-701000
4W

Minutes of June 20, 2023
Mayor and Board of Aldermen

Witness our signatures this the 14th day of June A.D. 2023.

Signature: [Signature]
Thai Quoc Pham

Signature: [Signature]
Quyen Vo Pham

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14th day of June, 2023, within my jurisdiction, the within named **Thai Quoc Pham** and **Quyen Vo Pham**, who acknowledged that they executed the above and foregoing instrument.

[Signature] (NOTARY PUBLIC)

My commission expires: _____

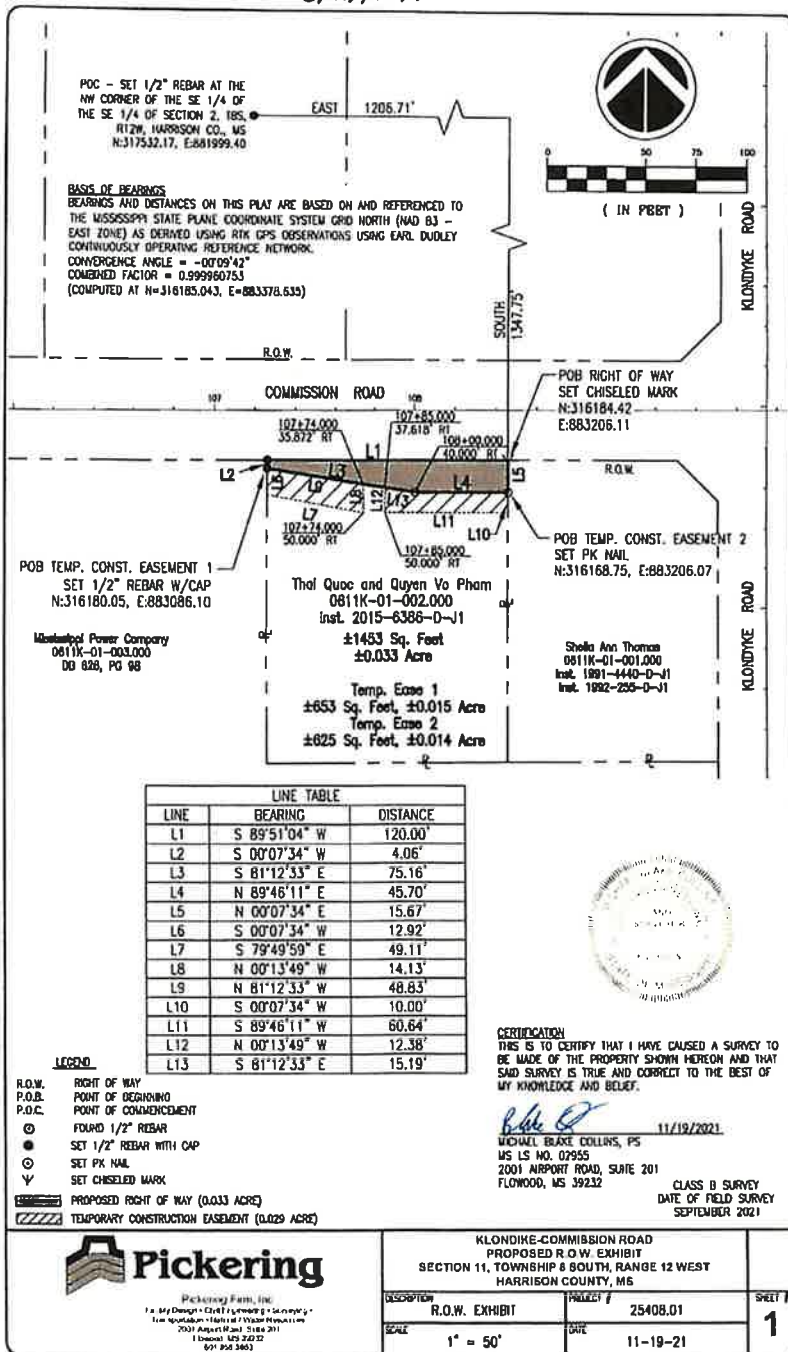


Initial TD, QP, TP

THAI QUOC PHAM AND QUYEN VO PHAM
LPA 107917-701000
4W

Minutes of June 20, 2023
Mayor and Board of Aldermen

EXHIBIT A



**Minutes of June 20, 2023
Mayor and Board of Aldermen**

ROW 005 A (Revised 3/2011)

Prepared by:

Right of Way Technology, Inc

994 Howard Avenue

Biloxi, MS 39530

Phone: (228) 229-7477

Return to:

Pringle & Roemer, PLLC

Post Office Box 211

Biloxi, MS 39553

Phone: (228) 374-1747

Grantee Address:

City of Long Beach, Mississippi a body politic

201 Jeff Davis Avenue

Long Beach, MS 39560

Phone: (228) 863-1556

Grantor Address:

Thai Quoc Pham and Quyen Vo Pham

1909 Commission Street

Long Beach, MS 39560

Phone: (228) 863-4110

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS: A parcel of land being located in the NE 1/4 of Section 11, Township 8 South, Range 12 West, Harrison County, Mississippi.

Initial TR, QP, TP

THAI QUOC PHAM AND QUYEN VO PHAM
LPA 107917-701000
4T

**Minutes of June 20, 2023
Mayor and Board of Aldermen**

Page 2

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

For and in consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, we, the undersigned hereby grant, sell, convey and warrant unto the City of Long Beach, Mississippi, a political subdivision of the State of Mississippi, for public improvements, grading, sodding, and other construction purposes on Project 107917-701000, a temporary easement through, over, on and across the following described land:

TEMPORARY CONSTRUCTION EASEMENT 1

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 - EAST ZONE) USING A COMBINED FACTOR OF 0.999960753 AND A CONVERGENCE ANGLE OF - 00°09'42".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NE 1/4 OF SECTION 11, TOWNSHIP 8 SOUTH, RANGE 12 WEST, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR SET AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 12 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 317532.17, E 881999.40; THENCE RUN EAST 1206.71 FEET; THENCE RUN SOUTH 1347.75 FEET TO A CHISELED MARK SET AT THE NORTHEAST CORNER OF THE GRANTOR'S PROPERTY; THENCE RUN S 89°51'04" W ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 120.00 FEET TO A 1/2" REBAR SET AT THE NORTHWEST CORNER OF THE GRANTOR'S PROPERTY; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, RUN S 00°07'34" W ALONG THE WEST LINE OF THE GRANTOR'S PROPERTY FOR A DISTANCE OF 4.06 FEET TO A 1/2" REBAR SET ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF COMMISSION ROAD AS SHOWN ON THE RIGHT OF WAY PLANS FOR PROJECT NUMBER STP-0295-00(016)LPA, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 316180.05, E 883086.10 AND

Initial TP, QP, TP

THAI QUOC PHAM AND QUYEN VO PHAM
LPA 107917-701000
4T

Minutes of June 20, 2023
Mayor and Board of Aldermen

Page 3

BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

FROM SAID **POINT OF BEGINNING**, CONTINUE S 00°07'34" W ALONG SAID WEST LINE FOR A DISTANCE OF 12.92 FEET; THENCE LEAVING SAID WEST LINE, RUN S 79°49'59" E FOR A DISTANCE OF 49.11 FEET TO A POINT, SAID POINT BEING 50.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 107+74.000 OF COMMISSION ROAD AS SHOWN ON THE ABOVE REFERENCED PLANS; THENCE RUN N 00°13'49" W FOR A DISTANCE OF 14.13 FEET TO A POINT LOCATED ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF COMMISSION ROAD, SAID POINT BEING 35.872 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 107+74.000 OF COMMISSION ROAD AS SHOWN ON THE ABOVE REFERENCED PLANS; THENCE RUN N 81°12'33" W ALONG SAID PROPOSED RIGHT OF WAY LINE FOR A DISTANCE OF 48.83 FEET BACK TO THE **POINT OF BEGINNING** AND CONTAINING 0.015 ACRE, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT 2

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 - EAST ZONE) USING A COMBINED FACTOR OF 0.999960753 AND A CONVERGENCE ANGLE OF - 00°09'42".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NE 1/4 OF SECTION 11, TOWNSHIP 8 SOUTH, RANGE 12 WEST, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR SET AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 8 SOUTH, RANGE 12 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 317532.17, E 881999.40; THENCE RUN EAST 1206.71 FEET; THENCE RUN SOUTH 1347.75 FEET TO A CHISELED MARK SET AT THE NORTHEAST CORNER OF THE GRANTOR'S PROPERTY; THENCE RUN S 00°07'34" W ALONG THE EAST LINE OF THE GRANTOR'S PROPERTY FOR A DISTANCE OF 15.67 FEET TO A PK NAIL SET ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF COMMISSION ROAD AS SHOWN ON THE RIGHT OF WAY PLANS FOR PROJECT NUMBER STP-0295-00(016)LPA, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 316168.75, E 883206.07 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

FROM SAID **POINT OF BEGINNING**, CONTINUE S 00°07'34" W ALONG SAID EAST LINE FOR A DISTANCE OF 10.00 FEET; THENCE LEAVING SAID EAST

Initial TP, QP, TP

THAI QUOC PHAM AND QUYEN VO PHAM
 LPA 107917-701000
 4T

**Minutes of June 20, 2023
Mayor and Board of Aldermen**

Page 4

LINE, RUN S 89°46'11" W FOR A DISTANCE OF 60.64 FEET TO A POINT, SAID POINT BEING 50.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 107+85.000 OF COMMISSION ROAD AS SHOWN ON THE ABOVE REFERENCED PLANS; THENCE RUN N 00°13'49" W FOR A DISTANCE OF 12.38 FEET TO A POINT LOCATED ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF COMMISSION ROAD, SAID POINT BEING 37.618 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 107+85.000 OF COMMISSION ROAD AS SHOWN ON THE ABOVE REFERENCED PLANS; THENCE RUN S 81°12'33" E ALONG SAID PROPOSED RIGHT OF WAY LINE FOR A DISTANCE OF 15.19 FEET TO A SET PK NAIL, SAID POINT BEING 40.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 108+00.000 OF COMMISSION ROAD AS SHOWN ON THE ABOVE REFERENCED PLANS; THENCE RUN N 89°46'11" E ALONG SAID PROPOSED RIGHT OF WAY LINE FOR A DISTANCE OF 45.70 FEET BACK TO THE **POINT OF BEGINNING** AND CONTAINING 0.014 ACRE, MORE OR LESS.

Temporary Construction Easement 1 and Temporary Construction Easement 2 contain an aggregate of 1,278 square feet, more or less. A survey plat of the Right-of-Way Acquisition parcel provided by Pickering Firm, Inc. dated November 19, 2021, is attached as Exhibit A.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above described land only so long as is necessary to complete the construction of said Project 107917-701000 in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

Initial MD, QR, TP

THAI QUOC PHAM AND QUYEN VO PHAM
LPA 107917-701000
4T


Minutes of June 20, 2023
Mayor and Board of Aldermen

The grantor herein further warrants that the above described property is no part of his/her homestead.

It is understood and agreed that the consideration herein named is in full payment and settlement of any and all damage and compensation which would be allowable under a decree were it rendered by the Court and jury in an Eminent Domain proceeding under the provision of the applicable laws and statutes of the State of Mississippi.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness our signatures this the 14th day of June A.D. 2023

Signature: 
Thai Quoc Pham

Signature: 
Quyen Vo Pham

Initial TQ, QP, TP

THAI QUOC PHAM AND QUYEN VO PHAM
LPA 107917-701000
4T

Minutes of June 20, 2023
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 14th day of June, 2023, within my jurisdiction, the within named **Thai Quoc Pham** and **Quyen Vo Pham**, who acknowledged that they executed the above and foregoing instrument.

Mark Dye (NOTARY PUBLIC)

My commission expires:

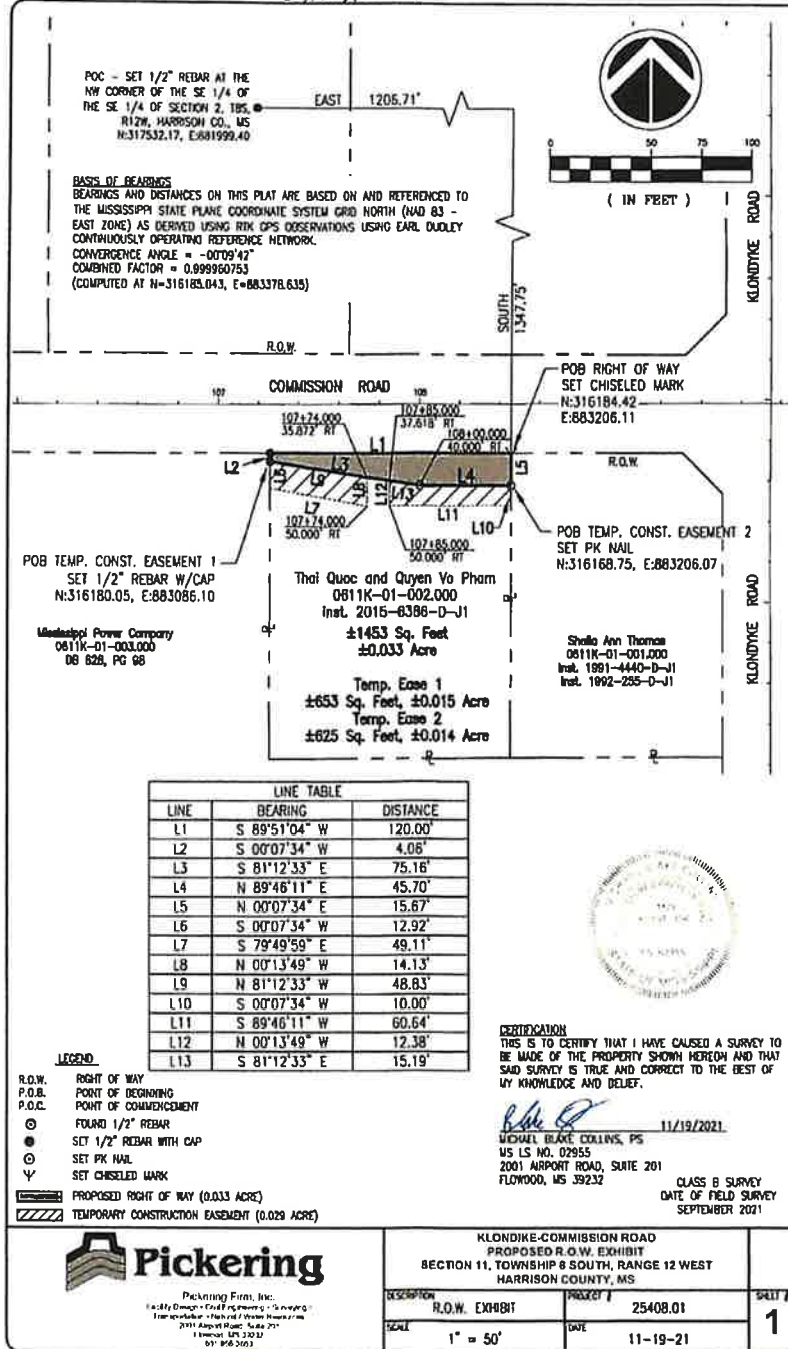


Initial NTQ, QP, TP

THAI QUOC PHAM AND QUYEN VO PHAM
LPA 107917-701000
4T

Minutes of June 20, 2023
 Mayor and Board of Aldermen

EXHIBIT A



Minutes of June 20, 2023
Mayor and Board of Aldermen

ROW-205
 (Rev. 2-94)

CITY OF LONG BEACH, MISSISSIPPI

FAIR MARKET VALUE OFFER

NAME: Thai Quoc Pham and Quyen Vo Pham DATE: May 11, 2023
 PROJECT: LPA 107917-701000

ADDRESS: 19009 Commission Road COUNTY: Harrison
Long Beach, MS 39560
 ROW/PARCEL(S): 4W

It is necessary that the City of Long Beach, Mississippi acquire from you certain property necessary for the construction of this project. The identification of the real property and the particular interests being acquired are indicated on the attached instrument(s).

The value of the real property interests being acquired is based on the fair market value of the property and is not less than the approved appraised value/waiver valuation disregarding any decrease or increase in the fair market value caused by the project. This fair market value offer includes all damages and is based on our approved appraisal/ value determination in the amount of \$ 13,800.00.

Appraisal. Waiver Valuation. This Waiver Valuation was made based upon recent market data in this area.

This acquisition does not include oil, gas, or mineral rights but includes all other interests.

Unless noted otherwise, this acquisition does not include any items which are considered personal property under Mississippi State Law. Examples of such items are household and office furniture and appliances, machinery, business and farm inventory, etc.

The real property improvements being acquired are none.

The following real property and improvements are being acquired but not owned by you none.

Separately held interest(s) in the real property are valued at \$ N/A. These interests are not included in the above fair market value offer.

Land Value:	1,453 sq. ft.	Warranty Deed	\$	<u>8,800.00</u>
Improvements:	None		\$	<u>0.00</u>
Damages:	Cost to Cure Parking		\$	<u>5,000.00</u>

Total Fair Market Value Offer \$ 13,800.00

NOTE: All interests must be acquired by the City before any payment will be made.



Right of Way Acquisition Agent

City of Long Beach, Mississippi

Minutes of June 20, 2023 Mayor and Board of Aldermen

ROW-205
(Rev. 2-94)

CITY OF LONG BEACH, MISSISSIPPI

FAIR MARKET VALUE OFFER

NAME: Thai Quoc Pham and Quyen Vo Pham DATE: May 11, 2023
 PROJECT: LPA 107917-701000

ADDRESS: 19009 Commission Road COUNTY: Harrison
Long Beach, MS 39560
 ROWPARCEL(S): 4T

It is necessary that the City of Long Beach, Mississippi acquire from you certain property necessary for the construction of this project. The identification of the real property and the particular interests being acquired are indicated on the attached instrument(s).

The value of the real property interests being acquired is based on the fair market value of the property and is not less than the approved appraised value/waiver valuation disregarding any decrease or increase in the fair market value caused by the project. This fair market value offer includes all damages and is based on our approved appraisal/ value determination in the amount of \$ 1,800.00.

Appraisal. Waiver Valuation. This Waiver Valuation was made based upon recent market data in this area.

This acquisition does not include oil, gas, or mineral rights but includes all other interests.

Unless noted otherwise, this acquisition does not include any items which are considered personal property under Mississippi State Law. Examples of such items are household and office furniture and appliances, machinery, business and farm inventory, etc.

The real property improvements being acquired are none.


The following real property and improvements are being acquired but not owned by you none.

Separately held interest(s) in the real property are valued at \$ N/A These interests are not included in the above fair market value offer.

Land Value:	1,278 sq. ft.	Temporary Easement	\$	<u>1,800.00</u>
Improvements:	None		\$	<u>0.00</u>
Damages:	None		\$	<u>0.00</u>

Total Fair Market Value Offer \$ 1,800.00

NOTE: All interests must be acquired by the City before any payment will be made.



 Right of Way Acquisition Agent
 City of Long Beach, Mississippi

Minutes of June 20, 2023
 Mayor and Board of Aldermen

CITY OF LONG BEACH, MISSISSIPPI			
CONTACT REPORT			
PROJECT:	LPA 107917-701000	COUNTY:	Harrison FILE NO: 4
OCA:			
Land Owner(s) and Contact Information Thal Quoc Pham and Quyen Vo Pham 19009 Commission Road Long Beach, MS 39560 (228) 863-4110		List Liens, mortgages or judgments: Tax lien against Thal Q. Pham with MS DOR W-9 Form obtained <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> Address any unpaid taxes: 2022 Property Taxes are PAID </div>	
PROPERTY CONTAMINATED? <u> N </u> IS PROPERTY HOMESTEADED? <u> N </u>			
APPRAISAL DETAILS			
Date agent received: <u> 04/19/23 </u>		Appraisal or Waiver Valuation? <u> Appraisal </u>	
Appraiser name and ph: <u> Jason Garner </u> <u> (228) 864-1188 </u>		Size of acquisition area: <u> 1,453 sq. ft. W </u> <u> 1,278 sq. ft. TE </u>	
DATE OF FMVO: <u> 05/11/23 </u> AMOUNT OF FMVO: <u> \$ 13,800.00 </u> ADMINISTRATIVE ADJUSTMENT APPROVED? <u> N/A </u> If yes, Amount: <u> N/A </u> AMOUNT OF DEED INCLUDING ADMINISTRATIVE ADJUSTMENT: <u> N/A </u> IS RELOCATION INVOLVED? <u> N </u>			
DATE DEED(s) SIGNED: <u> 06/14/23 </u> DATE PAY-PACKAGE SUBMITTED (MAILED OR HANDED IN): <u> 06/15/23 </u> OR DATE FILE <u> SUBMITTED FOR EMINENT DOMAIN: </u> <u> N/A </u>			

DATE:	Klondyke Road and Commission Road
<u> 04/28/22 </u>	I received survey drawings and conveyance instruments via email from project engineer Rick Ferguson with Pickering Firm, Inc.
<u> 10/24/22 </u>	Rick Ferguson advised the proposed ROW would be staked during this week.
<u> 10/27/22 </u>	Rick Ferguson provided a ROW map with aerial photography included via email.

pg. 1

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<u>11/16/22</u>	A title opinion was completed for the subject parcel on this date. I observed the property is vested to Thai Quoc Pham and Quyen Vo Pham. It was noted there is a tax lien filed against Thai Q. Pham with the MS DOR and a social security number is needed to determine if the lien is against the property owner.
<u>05/02/23</u>	I visited the Harrison County property tax website and observed property taxes for 2022 have been paid. I printed a tax statement from this website.
<u>12/05/22</u>	I observed in the appraisal for this parcel that the appraiser, Jason Gamer, included in the property owner contact record that contact was made with Thai Quoc Pham on this date, and a meeting was scheduled for 12/07/22. The property owner met with Mr. Gamer, and during this meeting the property owner was provided a copy of the Citizens Guide to Property Acquisitions by Local Public Agencies in Mississippi. The appraiser noted that they viewed the area to be acquired and discussed potential impacts caused by the project.
<u>03/03/23</u>	Appraisal review was completed on this date by John B. Stewart with a recommended just compensation amount of \$15,600.
<u>04/19/23</u>	Just compensation in the amount of \$15,600 was established by the City of Long Beach on this date. EJC forms signed by Mayor George L. Bass were provided from Kini Gonsoulin via email.
<u>05/11/23</u>	<p>I prepared offer documents on this date and contacted Thai Quoc Pham by telephone and informed them that the City of Long Beach had approved just compensation to acquire property needed for the Klondyke Road and Commission Road Project. I inquired how they wanted to receive the offer from me, advising I would be glad to meet in person, or could mail, or email the offer and conveyance documents. Mr. and Mrs. Pham requested we meet later this day.</p> <p>I met with Thai Quoc Pham and Quyen Vo Pham at the subject property and provided an Introductory Letter that contained my contact information, and information about the project and acquisition process. Also provided were a Fair Market Value Offer, survey drawing with the acquisition area highlighted, W-9 Form, and warranty deed. A Fair Market Value Offer was provided to acquire 1,453 square feet of land via Warranty Deed, with a land value of \$8,800.00, and Damages listed as being cost to cure 2 parking spaces valued at \$5,000.00. There were no improvements included in the distribution of values. The offer totaled \$13,800.00, and was described as parcel number 4W.</p>
<u>05/25/23</u>	I contacted Ms. Pham by telephone and she informed me that her husband was not present at their store today, but they would both be at the subject property tomorrow at 8:30 AM.
<u>05/26/23</u>	I met with Mr. and Mrs. Pham at the subject property and Mr. Pham informed me that they just buried his brother yesterday. He informed me he would look at the documents provided next week. He was very receptive.
<u>06/14/23</u>	<p>I met with Mr. and Mrs. Pham at the subject property and obtained their signature on the conveyance instruments. I informed them that I would submit the acquisition file to City of Long Beach, Mississippi for their review, approval, and for payment processing. I informed Mr. and Mrs. Pham that I would submit their acquisition file for the City of Long Beach to approve payment processing. I informed them I expected to deliver the acquisition payment to them within 30 days. Mr. and Mrs. Pham were very receptive.</p> <p>I sent an email message to Mindy Carroll at the closing attorney's office with Mr. Pham's completed W-9 Form attached inquiring if he was the person with a judgment against them as mentioned in the title opinion.</p>


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Mayor and Board of Aldermen**

06/15/23 | I received an email reply from Mrs. Carroll informing me the judgment is not against our Mr. Pham.

END OF CONTACT RECORD

DATE:

RIGHT OF WAY ACQUISITION AGENT:
MARK DYE, SR/WA, RW-RAC



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Mayor and Board of Aldermen

From: mcarroll786@bellsouth.net
Subject: RE: Long Beach - Klondyke/Commission - Thai Quoc Pham Judgment
Date: June 15, 2023 at 11:01 AM
To: mrdye@me.com



Not our guy.

Mindy

Mindy M. Carroll
Pringle & Roemer, PLLC
P.O. Box 211
Biloxi, MS 39533
(228)374-1747

-----Original Message-----

From: mrdye@me.com <mrdye@me.com>
Sent: Wednesday, June 14, 2023 4:28 PM
To: Mindy Carroll <mcarroll786@bellsouth.net>
Subject: Long Beach - Klondyke/Commission - Thai Quoc Pham Judgment

Mindy,

See if this our guy in the judgment provided with you little opinion.

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Mayor and Board of Aldermen

Identity Record

RE:

PROJECT: Klondyke Road and Commission Road

LPA 107917-701000

PARCEL: 4 Tax Parcel 0611K-01-002.000

OWNER NAME: Thai Quoc Pham and Quyen Vo Pham

NAME Quyen Vo Pham
 DRIVER LICENSE NUMBER _____
 STATE OF ISSUANCE MS
 DATE OF BIRTH _____
 DATE OF EXPIRATION 08/19/30

NAME Thai Quoc Pham
 DRIVER LICENSE NUMBER _____
 STATE OF ISSUANCE MS
 DATE OF BIRTH _____
 DATE OF EXPIRATION 04/20/30

**Minutes of June 20, 2023
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Right of Way Technology, Inc.

994 Howard Avenue
Biloxi, MS 39530

Acquisition Agent: Mark Dye mrdye@roe.com Mobile: (228) 229-7477

ACQUISITION INFORMATION LETTER

Property Owner: Thai Quoc Pham and Quyen Vo Pham 19009 Commission Road Long Beach, MS 39560	Date: May 11, 2023	Project: LPA 107917-701000
	County: Harrison	Parcel: 4

Dear Mr. and Mrs. Pham,

The City of Long Beach, Mississippi is in the process of acquiring property needed for the Klondyke Road and Commission Road Project. The City has contracted with Right of Way Technology, Inc. to provide acquisition and relocation assistance advisory services for the project.

I am contacting you, therefore, on behalf of the City of Long Beach to acquire property interests needed for this project. Included with this letter is a Fair Market Value Offer and conveyance instruments for each property interest needed. I am reasonably available before, during, and after normal business hours to discuss the acquisition of property needed for this project.

The offer for each property interest is based on an appraisal prepared by a qualified appraiser, was reviewed by a qualified review appraiser, and was approved by the City. The amount offered is no less or no more than the approved appraisal. The offer is comprised of up to three values for land, improvements, and damages to the remaining property. Much effort has been invested in designing this project, determining how your property is affected and the value of each property interest being acquired. As I am sure you will understand, such an offer cannot be changed unless we are furnished evidence that the offer is not sound. The City of Long Beach believes that the above offer is most equitable, and urges your favorable consideration and acceptance.

Upon acceptance of the City's offer, it will take approximately 30 days to approve your acquisition payment and issue your acquisition check through the project closing attorney Charlene Roemer, whose office is located at 786 Howard Avenue in Biloxi. Mrs. Roemer may be contacted by telephone at (228) 374-1747. The conveyance document will not be recorded until you have received payment for your property. Curative title issues will need to be addressed if you have a deed of trust, other lien, or if someone else has an interest in the property being acquired. Curative title issues may require additional time for payment to be issued.

Your cooperation in this endeavor will be greatly appreciated. If you have questions pertaining to this acquisition or need additional information, please feel free to contact me at the address or telephone numbers listed above. I will be contacting you on a regular basis to assist you.

Sincerely,




Mark Dye
Acquisition Agent

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 Mayor and Board of Aldermen


Harrison County Mississippi

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Property Link
 HARRISON COUNTY, MS

Current Date 5/ 3/2023 Tax Year 2022
 Records Last Updated 5/ 2/2023

PROPERTY DETAIL

OWNER PHAM THAI QUOC & QUYEN VO **ACRES : **NA****
 19009 COMMISSION RD **LAND VALUE : 51060**
 LONG BEACH MS 39560 **IMPROVEMENTS : 62950**
TOTAL VALUE: 114010
ASSESSED : 17102

PARCEL 0611K-01-002.000
ADDRESS 19009 COMMISSION RD

TAX INFORMATION

YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	718.25	718.25	0.00
CITY	837.66	837.66	0.00
SCHOOL	1111.63	1111.63	0.00
TOTAL	2667.54	2667.54	0.00

Mult Payments To:
 Sharon Nash Barnett, Tax Collector
 P.O. Box 1270
 Gulfport, MS 39502

Postmark will be used to determine penalty

LAST PAYMENT DATE 1 / 3 / 2023

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL	DR:
HOMESTEAD CODE None	15-QC	2015-0006386-D-J1 09/21/20
TAX DISTRICT 3L	BEG IN CENTER OF INTERSECTION	
PPIN 037322	OF COMMISSION & KLONDYKE RDS RUN	
SECTION 11	W	
TOWNSHIP 08	ALONG CENTERLINE OF COMMISSION RD	
RANGE 12		

Deed Book/Page References

Book	Page	Date	Type
2004-0008910-D-J1		10/21/2004	QC
1580/0407		4/23/2002	WD
1229/0125			
1217/0256			

TAX PAID HISTORY

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Establishment of Just Compensation Offer

This document is prepared pursuant to Federal regulation at 49 CFR 24.102(d)

"Establishment and offer of just compensation. Before the initiation of negotiations, the Agency shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the market value of the property, taking into account the value of allowable damages or benefits to any remaining property. An Agency official must establish the amount believed to be just compensation".

The property that is the subject of this offer of just compensation is as follows:

Owner: Pham Thai Quoc
Parcel No: Parcel 4 – Pham – W & T
Project No: STP-0295-00(016) LPA
County: Harrison

Under the authority conveyed to me by the City of Long Beach, MS, and based on the recommended appraisal for the above-named property, which is inclusive of all compensable interests, I, George L. Bass, Mayor of the City of Long Beach, do hereby establish the City of Long Beach offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$15,600.

Signed  Date 4-19-23

NOTICE TO ACQUISITION AGENTS

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests. If more than one interest exists for the property, (T's, Q's, E's), please refer to the appraisal review report for allocation of this "just compensation" figure to the various interests that exist.

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Mayor and Board of Aldermen**

Pringle & Roemer, PLLC

Attorneys at Law
786 Howard Avenue
Biloxi, Mississippi 39530
228-374-1747

MAILING ADDRESS:
POST OFFICE BOX 211
BILOXI, MS 39533
228-374-3005 Facsimile

CHARLIENE ROEMER

November 16, 2022

CHARLES K. PRINGLE,
RETIRED

City of Long Beach
201 Jefferson Avenue
Long Beach, MS 39560

Re: The following described property lying and being situated in Harrison County, First Judicial District, Mississippi:

THE PROPERTY DESCRIBED IN EXHIBIT "A" HERETO ATTACHED.

TITLE OPINION

Gentlemen:

I wish to advise you that I have made a careful examination of the public records on file in the offices of the Chancery Clerk, Circuit Clerk and Tax Collector of Harrison County, First Judicial District, Mississippi, insofar as the said records affect title to real property in the said county and district and, in particular, the above-described property therein, for a period of time in excess of 31 years prior to the date hereof down to and including October 17, 2022 at 8:00 a.m. From this examination, I do hereby certify that, on the date hereinabove last mentioned, good and merchantable title in and to the said real property was vested in:

THAI QUOC PHAM (PHAM THAI QUOC) and QUYEN VO PHAM

subject to the following liens, encumbrances or objections, to-wit:

1. State, county and municipal ad valorem taxes for the year 2022 are not due or payable until January 1, 2023, and such taxes for subsequent years not yet due or payable.
2. Any special assessment by a municipality or county assessing authority which does not appear on the records of the tax collector at the time of this title examination.
3. All matters concerning the prior reservation of oil, gas and other mineral rights in or under the property described in the caption hereof, not included within this title opinion or the record search upon which it is based.
4. Any and all laws, statutes, codes, ordinances, rules or regulations of any governmental entity having jurisdiction of the captioned property, restricting, regulating or otherwise effecting the use and occupancy of the said property, including, but not limited to, the general zoning and land use ordinances of the City of Long Beach, Harrison County, First Judicial District, Mississippi.

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City of Long Beach
November 16, 2022
Page Two

5. Any and all matters or state of facts which would be revealed by an accurate, current survey and inspection of the premises.

Respectfully submitted,
PRINGLE & ROEMER, PLLC

BY 
CHARLENE ROEMER

CR/mmc

NOTE- A tax lien filed against a Thai Q. Pham with the Department of Revenue-State of Mississippi. In order to determine if this lien is against this property owner, a social security number is needed.

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Mayor and Board of Aldermen

EXHIBIT A
LEGAL DESCRIPTION

A parcel of land situated and being located in Fractional Section 12, Township 8 South, Range 12 West, City of Long Beach, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows: Commence at the intersection of the center lines of Klondyko Road and Commission Road; thence westerly 130 feet along the center line of Commission Road; thence South 00 degrees 23 minutes 30 seconds West 25 feet to the South margin of Commission Road for the Point of Beginning; thence continue South 00 degrees 23 minutes 30 seconds West 149.81 feet; thence North 89 degrees 55 minutes 20 seconds West 120 feet; thence North 00 degrees 23 minutes 30 seconds East 149.85 feet to the South margin of Commission Road; thence South 89 degrees 53 minutes 00 seconds East 120.0 feet along the South margin of Commission Road to the Point of Beginning. Said parcel of land contains 0.412 acre, more or less.

Tax Parcel Number: 0611K-017002000

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Mayor and Board of Aldermen

2

Notice of Tax Lien



Default has been made by:

THAI Q PHAM
2300 WESTBROOK ST
OCEAN SPRINGS, MS 39564-4037

Tax Lien Number:	1626677
Original Lien Enrolled:	December 20, 2021 11:50pm
Original Lien Amount:	\$52.50
Location Enrolled:	State Tax Lien Registry
Type of Tax:	Individual Income Tax
Tax Period Ending:	31-Dec-2020
Date Printed From State Tax Lien Registry:	October 20, 2022

This is, and remains, a lien on the State Tax Lien Registry for all property rights to property of the above-named taxpayer provided by law in the State of Mississippi.



Chris Graham

Chris Graham, Commissioner of Revenue

Miss. Code Ann. Sections 27-7-1 et seq.; 27-7-85 to 27-7-87

P.O. Box 23330 Jackson, MS 39228-3338 Phone: (601) 822-7301 Fax: (601) 822-7304 Form 6 (06/2022) v. 1.0

Visit www.dor.ms.gov for tax information and online filing. If you call, please have this letter with you.

**Minutes of June 20, 2023
Mayor and Board of Aldermen**

ACQUISITION AGENT'S STATEMENT

**Klondyke Road and Commislon Road
N/S Project: LPA 107917-701000
City of Long Beach, Misslssippi
Parcel: 4
Owner: Thai Quoc Pham and Quyen Vo Pham**

1. All considerations agreed on by the above named owner/s and the Right of Way Agent signing this statement are embodied in the instrument of conveyance, there being no oral agreements or representations of any kind.
2. The considerations embodied in the instrument of conveyance on the above mentioned project and parcel number was reached without coercion, promises other than those shown in the agreement, or threats of any kind whatsoever by or to either party whose name/s appears on this instrument.
3. The undersigned Right of Way Agent understands that the parcel/s covered by the above mentioned project and parcel number/s may be being secured for the use in a Federal Aid Project.
4. The undersigned Right of Way Agent has no direct indirect, present or contemplated future personal interest in the above mentioned parcel/s or will in any way benefit from the acquisition of such property.

Date: June 15, 2023

Signed:



Mark Dye
RightofWay Technology, Inc.

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Mayor and Board of Aldermen**

Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Change Order with Bottom 2 Top Construction for Mt. Bass Basin Drainage, and authorize the Mayor Pro Tempore to execute same:



June 16, 2023

Kini A. Gonsoulin
Finance Officer
Deputy City Clerk
City of Long Beach
200 Jeff Davis Avenue
Long Beach, Mississippi 39560

Re: Mt Bass Basin Drainage; Change Order No. 3

Kini –

During the progress of construction, the Contractor ran into water/sewer service conflicts as well as issues with soil conditions at one of the major drainage ditches. Upon notification to Pickering, we looked into these items and had a site visit with the Contractor, City Engineer, and Long Beach Public Works director. The change order items presented in this proposed Change Order 3 are a result of findings from that meeting and review of design and actual conditions found in the field. Please see attached narrative which better details the findings and proposed changes.

The total cost of this Change Order is \$114,042.18. This price includes overruns on some pay item quantities already in the Contract, additional additive items for work not in the Contract, and deductions for Contract work that will not be completed as a result of this Change Order. This brings the total contract amount to \$685,157.40.

Attached to this letter, please find a copy of the change order document, change order narrative, and breakdown of the costs associated with this change order. Pickering recommends approval of Change Order No. 3 to Bottom 2 Top in the additive amount of \$685,157.40

We are available should you have any questions regarding this matter or if we can be of any assistance.

Sincerely,
PICKERING FIRM, INC.

Anthony Greer
Sr. Project Manager

Facility Design • Civil Engineering • Surveying • Transportation • Natural / Water Resources
126 Rue Magnolia • Biloxi, MS 39530 • Phone: 228.432.5925 • FAX: 228.432.5928 • www.pickeringfirm.com

Minutes of June 20, 2023 Mayor and Board of Aldermen

Change Order (Form C-00 63 63)

No. 3

Date of Issuance: June 20, 2023 Effective Date: June 20, 2023

Project: MT Bass Drainage	Owner: City of Long Beach	Owner's Contract No.: HMGP No. 4429-0009
Contract: Mt Bass Drainage	Date of Contract:	
Contractor: Bottom 2 Top Construction	Engineer's Project No.: 26103.00	

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

Description:
Additive work items for ditch improvements/deductible work items for contract items removed (see CO3 Narrallve)

Attachments (list documents supporting change):

CO3 Narrallve and CO Cost Breakdowns (additive/deductive)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 551,953.95	Original Contract Times: <input type="checkbox"/> Working <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Increase from previously approved Change Orders No. <u>1 & 2</u> \$19,161.27	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ 571,115.22	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Increase of this Change Order: \$ 114,042.18	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ 685,157.40	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

<p>RECOMMENDED: By: <u>[Signature]</u> Engineer (Authorized Signature) Date: <u>06/16/2023</u> Approved by Funding Agency (if applicable): _____ Date: _____</p>	<p>ACCEPTED: By: <u>[Signature]</u> Owner (Authorized Signature) Date: <u>6/20/23</u> Approved by Funding Agency (if applicable): _____ Date: _____</p>	<p>ACCEPTED: By: <u>Joseph P. [Signature]</u> Contractor (Authorized Signature) Date: <u>6/16/23</u> Approved by Funding Agency (if applicable): _____ Date: _____</p>
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Mayor and Board of Aldermen

CHANGE ORDER NO. 3
Bottom 2 Top

MT BASS DRAINAGE
CHANGE ORDER NO. 3
COST BREAKDOWN

Long Beach, MS

ITEM NO.	ADDITIVE CO ITEMS:	Unit	Unit Cost	Quantity	LABOR	MATERIAL	SUBCONTRACT	EQUIPMENT	O and P	TOTAL
CO3-1	BRAS (1x8 ID)	EA	\$10,890.00	1.0					\$1,828.00	\$12,718.00
CO3-2	AI-14+22.00 (32x 5' ID)	EA	\$10,681.20	1.0					\$1,371.00	\$12,052.20
CO3-3	AI-17+53.01 (32x 5' ID)	EA	\$10,528.40	1.0					\$1,371.00	\$11,899.40
CO3-4	AI0 Extra (32x 5' ID)	EA	\$10,681.20	1.0					\$1,371.00	\$12,052.20
CO3-5	JB-A6 (3x8 ID)	EA	\$12,300.40	1.0					\$1,604.00	\$13,904.40
02227-F	65x40 RCAP	LF	\$325.20	530.0	\$46.00	\$279.20				\$172,356.00
02095-G	Pipe Removal 30" or smaller	LF	\$8.00	242.0	\$8.00					\$1,936.00
02111-B	Channel Shaping	LF	\$4.00	242.0	\$4.00					\$968.00

Total Additive Items = \$ 231,929.00

ITEM NO.	DEDUCTIVE CO ITEMS:	Unit	Unit Cost	Quantity	LABOR	MATERIAL	SUBCONTRACT	EQUIPMENT	O and P	TOTAL
CO3-6	Remove FES (A5) and tie into 65x40 RCAP. This will eliminate one junction box.	EA	(\$12,300.40)	1.0					(\$1,894)	(\$12,300.00)
CO3-7	Eliminate Area Inlet	EA	(\$10,528.40)	1.0					(\$1,371)	(\$10,529.00)
02722-C	18" HDPE remove on west side Alexander	LF	(\$7.79)	308.0						(\$2,378.20)
02722-L	18" FES remove on West Side Alexander	EA	(\$633.87)	4.0						(\$2,535.48)
02722-D	22x13 RCAP remove from West Side Alexander	LF	(\$7.29)	128.0						(\$933.12)
02722-G	22x13 RCAP FES remove from West Side Alexander	EA	(\$1,231.55)	1.0						(\$1,231.55)
CO3-8	Area Inlet remove on West side Alexander (Labor Only)	EA	(\$300.00)	5.0						(\$1,500.00)
02111-B	Channel Shaping (Remove)	LF	(\$4.00)	250.0						(\$1,000.00)
02295-D	Turf Reinforcement Mat (Remove)	SY	(\$21.85)	1971.0						(\$43,066.35)
02735-A	Pop Up (Remove)	SY	(\$138.00)	34.0						(\$4,692.00)
CO3-9	AI-17+53.01 (32x 5' ID) Doghouse	EA	(\$3,500.00)	1.0						(\$3,500.00)
CO3-10	AI-17+53.01 (32x 5' ID) Doghouse	EA	(\$3,500.00)	1.0						(\$3,500.00)
CO3-11	AI0 Extra (32x 5' ID) Doghouse	EA	(\$3,500.00)	1.0						(\$3,500.00)

Base Total

\$ (117,888.02)

TOTAL CHANGE ORDER 3 PRICE = \$ 114,042.18

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CHANGE ORDER 3 NARRATIVE

Discussions and site visits were held to address concerns about conflicts with existing water and sewer services and unsuitable existing soil conditions on one of the major drainage ditches.

While excavating to reshape some existing ditches to match new design profiles, the Contractor found that several water and sewer service lines were shallow enough they would be exposed after excavation to deepen/widen the ditches. In order to maintain the increased capacity needed in these areas, it is recommended that drain pipe be installed below the water/sewer services rather than the existing ditches being excavated.

On the major earthen ditch, the Contractor found that the existing soil conditions are not suitable for the steep side slopes designed for this ditch. The existing material is sandy and wet. This ditch ranges from 5' to 6' in depth, has a 1.5' bottom width, and 1/1 side slopes. The depth and steep side slopes were required for this ditch to fit in the existing 15' easement. Due to the soil conditions, we do not feel this ditch will stand up well under heavy flow in large rain events. Because it currently will take up approximately 13.5' of the 15' easement, any significant future erosion/bank failure could encroach onto adjacent private property. For this reason, it is recommended that this ditch section have concrete reinforced arch pipe installed rather than improving the existing ditch.

Additional to the above, there will be one conflict box installed at a sewer service conflict. This will be done due to it only being one conflict in this location and results in a lower cost than installing pipe in this section to go beneath it. There will be some sections of the project where piping has been installed, but due to the additional costs related to these unforeseen conditions, this pipe will be removed and the ditch it replaced will be reshaped. Other miscellaneous items related to the work changes such as removal of flared end sections, is also included.

Facility Design • Civil Engineering • Surveying • Transportation • Natural / Water Resources
126 Rue Magnolia • Biloxi, MS 39530 • Phone: 228.432.5925 • FAX: 228.432.5928 • www.pickeringfirm.com

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Alderman Parker made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Contract with Artisan Pyrotechnics, Inc. for the 4th of July fireworks show, and authorize the Mayor Pro Tempore to execute same:

ARTISAN PYROTECHNICS, INC.
Pyrotechnic Contract

1) THIS AGREEMENT entered into this 13th of June, 2023 by and between ARTISAN PYROTECHNICS, INC.; a Mississippi corporation hereinafter referred to as "ARTISAN" and City of Long Beach; Donald Frazier hereinafter referred to as "PURCHASER".

2) ARTISAN agrees to furnish PURCHASER, in accordance with the terms and conditions hereinafter set forth, 1 pyrotechnic production(s) as per Program(s) A, submitted, accepted and made part hereof, including the services of a licensed pyrotechnic operator to take charge of and, along with sufficient helpers, safely discharge the display. The said production(s) are scheduled to be performed on July 01, 2023 at or near the beach across from Jeff Davis Ave. Long Beach.

3) PURCHASER, at its own expense, agrees to provide ARTISAN: A) A suitable PRODUCTION SITE in which to stage the pyrotechnic display including a firing and fallout zone reasonably acceptable to ARTISAN in which the pyrotechnics may be exhibited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing and/or other crowd control measures to prevent the access of the public or its property or any other people or property not authorized by ARTISAN into the PRODUCTION SITE. C) The services and cost of standby firemen and/or any applicable permit fees as required by state and local statutes, ordinances or regulations. D) Access by ARTISAN, at all times, to the PRODUCTION SITE to set up the production. E) Ensure that the Spectator Area does not infringe on the PRODUCTION SITE; F) PURCHASER shall furnish ARTISAN any and all certificates of fire retardancy and non-flammability with the return of this executed contract for Material that is within twenty-five (25) feet of any pyrotechnic effect. The term Material includes but is not limited to any and all stage scenery, curtains, pipe and drape, carpet, fluids or any thing or object susceptible to combustibility. The failure to supply this certificate may cause ARTISAN not to produce the said display and Purchaser will be responsible for the contract amount in full. If PURCHASER fails to fully comply with requirement A, B, C, D, E and/or F set forth above, ARTISAN shall have no obligation to perform and PURCHASER agrees to pay ARTISAN the entire contract price plus any additional expenses and damages incurred as a result of said failure. PURCHASER shall have the sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that ARTISAN, (including its operators and helpers) shall not inspect, police, monitor or otherwise supervise any area of the site other than the PRODUCTION SITE, except to ensure all spectators are outside the PRODUCTION SITE; and, after completion of the PRODUCTION, that the PRODUCTION SITE is cleared of any pyrotechnic debris originating from the production.

4) PURCHASER shall pay to ARTISAN the sum of TEN THOUSAND Dollars (\$10,000.00). Full final payment is due on or by July 01, 2023. The Payment will include a non-refundable charge of \$500.00 to cover the permit and insurance process. If the production proceeds, this amount will be applied towards the remaining balance due. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after 10 days from the date of payment due. PURCHASER does hereby authorize ARTISAN to receive and verify financial information concerning PURCHASER from any person or entity.

5) PURCHASER agrees to assume the risk of weather, or other causes beyond ARTISAN control, which may prevent the production from being safely discharged on the scheduled date or the cancellation of any event for which PURCHASER has purchased the production. It shall be within ARTISAN sole discretion to determine whether or not the production may be safely discharged on the scheduled date and at the scheduled time. If, for any reason beyond ARTISAN control, including, without limitation, inclement weather, ARTISAN is unable to safely discharge the production on the scheduled date or should any event for which PURCHASER has purchased the production be cancelled, the parties shall attempt to negotiate a new production date, which shall be within 180 days of the original production date. PURCHASER further agrees to pay ARTISAN for any additional expenses made necessary by this postponement. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of production, additional taxes or surcharges, or any other additional expense that was incurred prior to and/or as a result of the postponement or cancellation. If the parties are unable to agree on a new production date, ARTISAN shall be entitled to liquidate damages from PURCHASER as if PURCHASER had cancelled the production on the date set for the production as follows.

6) PURCHASER shall have the option to unilaterally cancel this production at any time. If PURCHASER exercises this option, PURCHASER agrees to pay ARTISAN, as liquidated damages, the following percentages of the agreed contract price. 1) 25% if cancellation occurs three (3) or more days before the date scheduled for the production, 2) 50% if cancellation occurs between two (2) days prior to and the actual date set for the production, 3) 75% if cancellation occurs on the date set for the production but prior to the time physical set-up of the production actually begins 4) 100% thereafter. If cancellation occurs prior to the date set for the production, PURCHASER, agrees to pay to ARTISAN, in addition to the above percentages, the value associated with any specific custom work performed by ARTISAN or its agents including but not limited to music/narration tape production, sponsor logos and/or the costs of all special equipment purchased specifically for the use in this production, including but not limited to all applicable taxes and shipping charges.

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7) ARTISAN reserves the ownership rights and trade names that are used in or is a product of the pyrotechnic production to be performed. Any reproduction by sound, video or other duplication or recording shall give credit to Artisan Pyrotechnics, Inc. and clearly listed.

8) ARTISAN agrees to furnish insurance coverage in connection with the Production only, for the following risks and amounts: bodily injury and property damage, FIVE MILLION DOLLARS (\$5,000,000) combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of ARTISAN in performing the Production provided for in this Agreement. Such insurance afforded by ARTISAN shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by its employees, agents and/or independent contractors, to perform its obligations under this Agreement, including, without limitation, those contained in Paragraph 3 of this Agreement; B) Failure of the PURCHASER to provide discretionary Spectator and Parking Areas referred to in Paragraph 3 of this Agreement. Only to the extent allowed by law, PURCHASER shall indemnify and hold ARTISAN harmless from all claims and suits made against ARTISAN for bodily injury or property damage arising from A) and B) of this Paragraph, and for any and all willful, wanton or negligent acts of PURCHASER, its employees, agents or independent contractors.

9) Should PURCHASER fail to pay ARTISAN any fees, costs or expenses to which ARTISAN is entitled under the terms of this agreement, PURCHASER shall pay to ARTISAN, in addition to any other relief to which ARTISAN may be entitled, all costs of collection, including but not limited to attorney fees in the minimum amount of 25% of the balance due, court costs and judicial interest from the date of written demand to date of full payment.

10) PURCHASER shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special, and/or punitive damages from ARTISAN including, without limitation, loss of income, business or profits. Nothing in this paragraph shall be construed as a modification or limitation of the insurance coverage afforded in Paragraph 8 above.

11) It is agreed nothing in this Agreement or in ARTISAN performance of the production provided for herein shall be construed as forming a partnership or joint venture between PURCHASER and ARTISAN. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein.

12) This Agreement shall be governed and interpreted under the laws of the State of Mississippi.

13) Any Notice to the parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, First class, addressed as follows:

ARTISAN- Artisan Pyrotechnics, Inc., P.O. Box 250, Wiggins, Mississippi 39577.

PURCHASER – City of Long Beach, 201 Jeff Davis Ave Long Beach, MS 39560.

14) All terms of this Agreement are in writing and may only be modified by written agreement of both parties hereto. The parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement, subject only to any written modifications signed by the parties hereto.

15) If there is more than one PURCHASER, they shall be jointly and severally be responsible to perform PURCHASER'S obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by PURCHASER and after it is executed by ARTISAN at ARTISAN offices in Wiggins, Mississippi. This Agreement may be executed in several counter parts, including taxed copies, each one of which shall be deemed an original against the party executing same. This Agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns. PURCHASER agrees and acknowledges that because of the nature of fireworks, an industry accepted level of 3% of the product used in any production may not function as designed and this level of nonperformance is acceptable as full performance.

In Witness Whereof the parties hereto, by and through their duly authorized agents, have set their hands and seals this 13th day of June, 2023.

Kenneth E Manis Jr, Title President.
ARTISAN PYROTECHNICS, INC.

[Signature], Title Mayor Pro Tempore
PURCHASER

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Alderman Bennett made motion seconded by Alderman Brown and unanimously carried to approve the following Resolution requesting the assistance of Harrison County in widening South Mitchell Road:

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 the 20th day of June, 2023, 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 THE WIDENING OF SOUTH MITCHELL ROAD
INCLUSIVE OF THREE HUNDRED FIFTY (350) TONS OF LIMESTONE**

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 sought the assistance of Harrison County in use of County equipment or facilities, or in paving roads, public parking lots and other public areas in need of repair, and the Harrison County Board of Supervisors has generously responded and complied whenever possible with such requests; and

WHEREAS, the City of Long Beach is without sufficient resources and proper equipment to construct the widening of South Mitchell Road, Long Beach, MS as such is necessary and desirable for municipal purposes; and

WHEREAS, the City of Long Beach hereby seeks the assistance of the Harrison County Board of Supervisors by requesting the Board of Supervisors assist the City of Long Beach in widening South Mitchell Road to include three hundred fifty (350) tons of limestone for the benefit, protection, health and safety of all citizens of Harrison County.

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

Minutes of June 20, 2023 Mayor and Board of Aldermen

assistance as may be available to the City of Long Beach and the citizens of Harrison County by assisting the City in the widening of South Mitchell Road inclusive of three hundred fifty (350) tons of limestone.

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 Pro Tempore, the result was as follows:

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

The question having received the Affirmative vote all the Aldermen present and voting, the Mayor Pro Tempore declared the motion carried and the resolution and order adopted and approved this 20th day of June, 2023.

APPROVED:



Donald Frazer, Mayor Pro Tempore

ATTEST:



Stacey Dahl, City Clerk

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

Police Department:

- Resignation, Detective Sergeant Eli Zacharias, effective June 9, 2023
- Resignation, Police Officer 1st Class Michael Bateman, effective June 28, 2023
- Promotion, Detective Sergeant Brad Gross, PSA-11-X, effective June 16, 2023
- Re-assignment, Detective Wesley McNeese, PSA-10-III, effective June 16, 2023
- Re-assignment, Detective Chris Cuevas, PSA-10-VII, effective June 16, 2023

Fire Department:

- Promotion, Driver/Operator Justin Barr, FS-10-~~X~~^{III} KG, effective July 1, 2023

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11 KG

- Promotion, Driver/Operator Lee Jordan, FS-10-~~X~~, effective July 1, 2023
- New Hire, Firefighter 1st Class Travis Bradshaw, FS-9-IV, effective June 1, 2023

Municipal Court:

- Step Increase, Court Clerk Emma Ward, CSA-8-VIII, effective July 1, 2023

Library:

- Resignation, Part-time Clerk Gina Stanton, effective July 3, 2023

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

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Budget Amendment FY 23 for Public Works:

**City of Long Beach
Budget Amendment Request**

Fund Name Department # Department Name	General Fund 311 Streets & Drainage	Date Budget Entry #	6/20/2023 5/16/2023
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	Original Budget	Prior Amendments	This Amendment	Revised Budget
Equipment Maintenance 311-612200	50,000	2,042	380	52,422
Other Revenue 010-560100	20,000	2,775	(380)	22,395

Amendment to budget funds from sale of scraps

Amendment #12



TO: KINI GONSOULIN
 FROM: JOE CULPEPPER, DIRECTOR OF PUBLIC WORKS
 RE: SCRAP SALES
 DATE: JUNE 1, 2023

Kini,

Attached is one check from Southern Recycling for scrap metal sales – total amount: \$379.50. Please apply this amount to Equipment Maintenance – Streets – 311-612200.

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

Thank you.

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Fire Chief Griff Skellie gave a brief update on the construction of Fire Station #3.

Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to approve the following Project Close out for 2nd Street Sidewalk Extension and authorize the Mayor Pro Tempore to execute the included Change Order with Bottom 2 Top Construction:

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



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

June 15, 2023

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

Re: **City of Long Beach
2nd Street Sidewalk Extension**

Ladies and Gentlemen:

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

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

Sincerely,

David Ball, P.E.

DB:1200
Attachment

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Mayor and Board of Aldermen

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



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

May 18, 2023

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

**RE: Summary Change Order No. 3
2nd St. Sidewalk**

Ladies and Gentlemen:

We have attached the proposed Summary Change Order No. 3 for the referenced project and hereby request your review and approval. This change order adjusts contract quantities to the final quantities of work as performed and measured in the field. It also adds a pay item for 2 concrete inlet pads that will help with drainage and safety located at 201 S. Nicholson Ave. This change order represents an increase of \$1,342.68 to the Contract.

We anticipate submitting a final acceptance package for this project soon, upon final completion of minor closeout items by the Contractor. Please advise if you have any questions.

Sincerely,



David Ball, P.E.

DB:1200

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Change Order
No. 3 Summary

Date of Issuance: 5/16/2023 Effective Date: 5/30/2023

Project: <u>2nd Street Sidewalk Extension</u>	Owner: <u>City of Long Beach</u>	Owner's Contract No.: <u>11/15/2022</u>
Contract: <u>Bottom 2 Top Construction, LLC</u>	Date of Contract: <u>11/15/2022</u>	Engineer's Project No.: <u>1200</u>


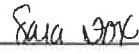

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

1. Adjust Contract quantities to conform to anticipated final field conditions.
2. Add pay item for concrete Inlet pads at S. Nicholson Ave.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$233,346.64</u>	Original Contract Times: <input type="checkbox"/> Working Days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>90</u> Ready for final payment (days or date): _____
(Increase) in Contract Price from previous Change Orders No. <u>1</u> to No. <u>2</u> <u>\$136,399.91</u>	Change in Contract Time from previous Change Orders No. <u>1</u> to No. <u>2</u> Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price prior to this Change Order: <u>\$369,746.55</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>5/5/2023</u> Ready for final payment (days or date): _____
(Increase) in Contract Price due to this Change Order: <u>\$1,342.68</u>	Change in Contract Time due to this Change Order: Substantial completion (days or date): <u>0</u> Ready for final payment (days or date): _____
Revised Contract Price incorporating this Change Order: <u>\$371,089.23</u>	Contract Times incorporating this Change Order: Substantial completion (days or date): <u>5/5/2023</u> Ready for final payment (days or date): _____

RECOMMENDED: (ENGINEER) By:  Date: <u>5.16.2023</u>	ACCEPTED: (CONTRACTOR) By:  Date: <u>5/16/23</u>	ACCEPTED: (OWNER) By:  Date: <u>6/20/23</u>
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ATTACHMENT TO CHANGE ORDER NUMBER PROJECT NO. 1200
3 Summary

ITEM NO.	DESCRIPTION	CURRENT CONTRACT QUANTITY	UNIT PRICE	CURRENT CONTRACT AMOUNT	QUANTITY THIS C.O.	EXTENSION THIS C.O.	REVISED CONTRACT QUANTITY	REVISED CONTRACT AMOUNT
BASE BID:								
10-A	MOBILIZATION	1	\$3,500.00	\$3,500.00	0.00	\$0.00	1	\$3,500.00
301-A	ADJUST WATER SERVICE	3	\$261.09	\$783.27	(1.00)	(\$261.09)	2	\$522.18
301-B	CHANGE WATER METER BOX	4	\$178.75	\$715.00	(1.00)	(\$178.75)	3	\$536.25
310-A	15" RCP CULVERT	80	\$46.45	\$3716.00	0.00	\$0.00	80	\$3,716.00
320-A	CATCH BASIN, STANDARD TYPE	13	\$1,791.55	\$23,290.15	0.00	\$0.00	13	\$23,290.15
320-B	CATCH BASIN, PEDESTAL TYPE	3	\$1,791.55	\$5,374.65	0.00	\$0.00	3	\$5,374.65
500-A	PIPE BEDDING/PIPE FOUNDATION MATERIAL (P/M)	180	\$77.40	\$13,932.00	(54.93)	(\$4,251.58)	125.07	\$9,680.42
500-B	SELECT SANDY BACKFILL (B/M)	360	\$14.00	\$5,040.00	(156.11)	(\$2,185.54)	203.89	\$2,854.46
500-C	GEOTEXTILE FABRIC	1090.02	\$2.63	\$2,866.76	0.00	\$0.00	1090.02	\$3,084.76
510-A	8" LIMESTONE ROAD BASE	100	\$22.62	\$2,262.00	(87.67)	(\$1,985.19)	12.33	\$276.90
510-B	HOT BITUMINOUS PAVEMENT RESTORATION (ST-3.5 MIN MIX)	20	\$345.00	\$6,900.00	(18.90)	(\$6,520.50)	1.1	\$379.50
510-C	CONCRETE DRIVEWAY RESTORATION OR INSTALLATION	500	\$140.00	\$70,000.00	136.00	\$19,040.00	636	\$89,040.00
510-D	CONCRETE SIDEWALK RESTORATION OR INSTALLATION	1250	\$71.00	\$88,750.00	(9.00)	(\$639.00)	1241	\$88,111.00
510-E	8" LIMESTONE DRIVEWAY RESTORATION OR INSTALLATION	40	\$22.62	\$904.80	0.00	\$0.00	40	\$904.80
510-F	VEGETATIVE COVER	2900	\$1.15	\$3,335.00	(3900.00)	(\$4,485.00)	0	\$0.00
510-G	SOLID SOIL	1450	\$5.75	\$8,337.50	(214.00)	(\$1,230.50)	1236	\$7,107.00
510-H	EXCELSIOR BLANKET	200	\$4.05	\$810.00	(200.00)	(\$810.00)	0	\$0.00
511-A	THERMOPLASTIC LEGEND (ANY COLOR)	250	\$20.70	\$5,175.00	(48.00)	(\$981.00)	204	\$4,222.80
511-B	W11-2 PEDESTRIAN CROSSING SIGN	3	\$227.29	\$681.87	0.00	\$0.00	3	\$681.87
520-A	MAINTENANCE OF TRAFFIC	1	\$4,500.00	\$4,500.00	0.00	\$0.00	1	\$4,500.00
530-A	STORMWATER MANAGEMENT	1	\$3,000.00	\$3,000.00	0.00	\$0.00	1	\$3,000.00
310-B (CO-1)	15" HDPE CULVERT	1678	\$43.86	\$73,597.08	0.00	\$0.00	1678	\$73,597.08
301-C (CO-1)	ADJUST SANITARY SEWER SERVICE	0	\$2,500.00	\$0.00	0.00	\$0.00	0	\$0.00
301-D (CO-1)	ADJUST EXISTING WATER MAIN	0	\$3,000.00	\$0.00	0.00	\$0.00	0	\$0.00
310-C (CO-1)	18" HDPE INLET	13	\$1,900.00	\$24,700.00	0.00	\$0.00	13	\$24,700.00
310-D (CO-2)	18" RCP CULVERT	45	\$50.00	\$2,250.00	0.00	\$0.00	45	\$2,250.00
310-E (CO-2)	18" HDPE CULVERT	307	\$48.21	\$14,808.67	0.00	\$0.00	307	\$14,808.67
320-C (CO-3)	INSTALLATION OF 2 CONCRETE INLET PADS AT 201 S. NICHOLSON AVE.	0	\$1,495.00	\$0.00	1.00	\$1,495.00	1	\$1,495.00
510-I (CO-3)	HYDROSEEDING	0	\$1,800.00	\$0.00	1.00	\$1,800.00	1	\$1,800.00
				\$869,746.53		\$1,342.68		\$371,089.33
				TOTAL BASE BID:				

E:\DCS No. C-411 (2023 Edition) Contract Documents Committee and witnessed by the
Presented by the Engineers, Joint Contract Documents Committee and witnessed by the
Authorized General Contractors of Portland and the Contractors' Representatives

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APPLICATION FOR PAYMENT NO. 5 Final

TO: City of Long Beach (OWNER)
 Contract for: Long Beach 2nd St. Sidewalk Dated: 11/15/2022

OWNER'S Project No.: _____ ENGINEER'S Project No.: 1200
 For work accomplished through the date of: 4/11/2023

CURRENT CONTRACT AMOUNT: \$371,089.23

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
COMPLETED WORK					\$371,089.23
STORED MATERIALS					\$0.00
TOTAL	\$371,089.23				\$371,089.23
(Orig. Contract)	\$233,346.64				
CO 1	\$131,886.00				
CO 2	\$4,513.91				
CO 3 Summary	\$1,342.68				

Accompanying Documentation:	GROSS AMOUNT DUE	\$ <u>371,089.23</u>
_____	LESS 0% RETAINAGE	\$ <u>0.00</u>
_____	AMOUNT DUE TO DATE	\$ <u>371,089.23</u>
_____	LESS PREVIOUS PAYMENTS	\$ <u>349,115.01</u>
_____	AMOUNT DUE THIS APPLICATION	\$ <u>21,974.22</u>

CONTRACTOR'S Certification:
 The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 thru 5 Final Inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Bottom 2 Top Construction, LLC.
 23272 Hwy 49 Frontage Rd., Suite B
 Saucier, MS 39574
 Vendor # 8067
 CONTRACTOR

Dated: 6/8, 2023

By: *[Signature]*

ENGINEER'S Recommendation:

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

Dated: 6/8, 2023

Overstreet & Associates, PLLC
 ENGINEER

By: *[Signature]*

Minutes of June 20, 2023
Mayor and Board of Aldermen

PROJECT NO. 1200

\$ Final

ATTACHMENT TO PAV ESTIMATE NO.

ITEM NO.	BASE BID	DESCRIPTION	CURRENT QUANTITY	LIMIT PRICE	CURRENT CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS EST.	EXTENSION THIS EST.	QUANTITY TO DATE	EXTENSION TO DATE
30-A		MOBILIZATION	1	\$ 3,500.00	\$3,500.00	100%	\$3,500.00	0.00%	\$0.00	100%	\$3,500.00
301-A		ADJUST WATER SERVICE	2	\$ 341.00	\$682.00	2	\$682.00	0	\$0.00	2	\$682.00
301-B		CHANGE WATER METER BOX	3	\$521.18	\$1,563.54	3	\$1,563.54	0	\$0.00	3	\$1,563.54
310-A		15" RCP CULVERT	80	\$170.75	\$13,660.00	80	\$13,660.00	0	\$0.00	80	\$13,660.00
320-A		CATCH BASIN, STANDARD TYPE	13	\$42.48	\$552.24	13	\$552.24	0	\$0.00	13	\$552.24
320-B		CATCH BASIN, PEDESTAL TYPE	3	\$1,791.55	\$5,374.65	3	\$5,374.65	0	\$0.00	3	\$5,374.65
500-A		PIPE BEDDING/PIPE FOUNDATION MATERIAL (P&H)	125	\$77.40	\$9,675.00	125.07	\$9,680.42	0	\$0.00	125.07	\$9,680.42
500-B		SELECT SANDY BACKFILL (P&H)	204	\$14.00	\$2,856.00	203.80	\$2,854.46	0	\$0.00	203.89	\$2,854.46
500-C		GEOTEXTILE FABRIC	1,090	\$7.83	\$8,434.50	1,090.02	\$8,434.76	0	\$0.00	1,090.02	\$8,434.76
510-A		8" LIMESTONE ROAD BASE	12	\$25.62	\$307.44	12.33	\$315.62	0	\$0.00	12.33	\$315.62
510-B		HOT BITUMINOUS PAVEMENT RESTORATION (5'-2.5' MIN. MIN)	1	\$45.00	\$45.00	1.1	\$49.50	0	\$0.00	1.1	\$49.50
510-C		CONCRETE DRIVEWAY RESTORATION OR INSTALLATION	636	\$140.00	\$89,040.00	636	\$89,040.00	0	\$0.00	636	\$89,040.00
510-D		CONCRETE SIDEWALK RESTORATION OR INSTALLATION	1,241	\$71.00	\$88,111.00	1,241	\$88,111.00	0	\$0.00	1,241	\$88,111.00
510-E		8" LIMESTONE DRIVEWAY RESTORATION OR INSTALLATION	99.9	\$22.67	\$2,258.74	99.9	\$2,258.74	0	\$0.00	99.9	\$2,258.74
510-F		VEGETATIVE COVER	0	\$1.15	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
510-G		SOLO SOLO	1,236	\$5.75	\$7,107.00	1,183	\$6,802.25	53	\$304.75	1,236	\$7,107.00
510-H		EXCESSOR BLANKET	0	\$0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
511-A		THERMOPLASTIC LEGEND (ANY COLOR)	204	\$20.70	\$4,222.80	204	\$4,222.80	0	\$0.00	204	\$4,222.80
511-B		W11-2 PEDESTRIAN CROSSING SIGN	3	\$272.29	\$816.87	3	\$816.87	0	\$0.00	3	\$816.87
520-A		MAINTENANCE OF TRAFFIC	1	\$4,000.00	\$4,000.00	100%	\$4,000.00	0%	\$0.00	100%	\$4,000.00
530-A		STORMWATER MANAGEMENT	1,678	\$3,000.00	\$5,034.00	1,678	\$5,034.00	0	\$0.00	1,678	\$5,034.00
310-E (CO-1)		15" HDPE CULVERT	1	\$43.86	\$43.86	1	\$43.86	0	\$0.00	1	\$43.86
301-C (CO-1)		ADJUST SANITARY SEWER SERVICE	0	\$0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
301-D (CO-1)		ADJUST EXISTING WATER MAIN	0	\$0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
310-C (CO-1)		18" HDPE INLET	13	\$1,900.00	\$24,700.00	13	\$24,700.00	0	\$0.00	13	\$24,700.00
310-D (CO-2)		18" RCP CULVERT	45	\$60.00	\$2,700.00	45	\$2,700.00	0	\$0.00	45	\$2,700.00
310-E (CO-2)		18" HDPE CULVERT	307	\$49.31	\$15,107.47	307	\$15,107.47	0	\$0.00	307	\$15,107.47
510-C (CO-3)		INSTALLATION OF 2 CONCRETE INLET PADS AT 201 S.	1	\$1,495.00	\$1,495.00	0	\$0.00	100%	\$1,495.00	100%	\$1,495.00
510-D (CO-3)		HYDROSEEDING	1	\$1,800.00	\$1,800.00	0	\$0.00	100%	\$1,800.00	100%	\$1,800.00
TOTAL BASE BID					\$371,089.21		\$367,489.48		\$3,599.73		\$371,089.21

Minutes of June 20, 2023
Mayor and Board of Aldermen

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

TO: (Owner)

City of Long Beach

ENGINEER'S PROJECT
NO.

#1200

CONTRACT FOR:

Entire Project

CONTRACT DATE:

11/15/2022

PROJECT:

2nd Street Sidewalk Extension

State of: Mississippi
County of: Harrison

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

CONTRACTOR: Bottom 2 Top Construction LLC.

(Address)

16708 Hwy 67
Biloxi, MS 39502

BY: Sara Jett

Subscribed and sworn to before me this 5 day of June, 2023.



Notary Public Amanda Garcia

My Commission Expires: July 28, 2023

Minutes of June 20, 2023 Mayor and Board of Aldermen

EXHIBIT E2

SUBCONTRACTOR'S/SUPPLIER'S INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF MISSISSIPPI

COUNTY OF MS

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY BOTTOM 2 TOP CONSTRUCTION LLC. TO FURNISH LABOR, SERVICES, AND/OR MATERIALS FOR THE CONSTRUCTION OF REPAIRS AND DRAINAGE FOR 2ND STREET SIDEWALK PROJECT, WHICH IS LOCATED IN LONG BEACH MS, COUNTY OF HARRISON, AND IS OWNED BY CITY OF LONG BEACH AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Intersection East of 2nd Street corner of South Burke Ave in the City of Long Beach.

UPON THE RECEIPT OF THE SUM OF \$ 0, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF 5/31/2023 (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF BOTTOM 2 TOP CONSTRUCTION LLC FOR SAID BUILDING OR PREMISES.

[DUNN UTILITYS]

SIGNATURE 

Corey Ersky

(PRINT NAME)

V. President

(PRINT TITLE)

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 13th DAY OF June, 2023.

My Commission Expires



B. RENEE ERRINGTON

B. Renee Errington

NOTARY PUBLIC

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED THE PAYMENT, SIXTY (60) DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN BEFORE THE EXPIRATION OF THE SIXTY-DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER SECTION 85-7-419, MISSISSIPPI CODE OF 1972.

Minutes of June 20, 2023
Mayor and Board of Aldermen

EXHIBIT E2

SUBCONTRACTOR'S/SUPPLIER'S INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF MISSISSIPPI

COUNTY OF Lee

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY BOTTOM 2 TOP CONSTRUCTION LLC. TO FURNISH LABOR, SERVICES, AND/OR MATERIALS FOR THE CONSTRUCTION OF REPAIRS AND DRIANAGE FOR 2ND STREET SIDEWALK PROJECT, WHICH IS LOCATED IN LONG BEACH MS, COUNTY OF HARRISON, AND IS OWNED BY CITY OF LONG BEACH AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Intersection East of 2nd Street corner of South Burke Ave in the City of Long Beach.

UPON THE RECEIPT OF THE SUM OF \$ 0, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF 4/4/23 (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF BOTTOM 2 TOP CONSTRUCTION LLC FOR SAID BUILDING OR PREMISES.

[G & O SUPPLY CO.]

Josh H. Carson

SIGNATURE

Josh H. Carson

(PRINT NAME)

Vice President

(PRINT TITLE)

State of Mississippi
Howard Belk, Notary Public
Lee County
My Commission Expires October 12, 2026
Commission Number 269588

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 6th DAY OF June, 2023
My Commission Expires: 10/12/2026 Howard Belk

NOTARY PUBLIC

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED THE PAYMENT, SIXTY (60) DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN BEFORE THE EXPIRATION OF THE SIXTY-DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER SECTION 85-7-419, MISSISSIPPI CODE OF 1972.

Minutes of June 20, 2023
Mayor and Board of Aldermen

EXHIBIT E2

SUBCONTRACTOR'S/SUPPLIER'S INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF MISSISSIPPI

COUNTY OF Harrison

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY BOTTOM 2 TOP CONSTRUCTION LLC. TO FURNISH LABOR, SERVICES, AND/OR MATERIALS FOR THE CONSTRUCTION OF REPAIRS AND DRIANAGE FOR 2ND STREET SIDEWALK PROJECT, WHICH IS LOCATED IN LONG BEACH MS, COUNTY OF HARRISON, AND IS OWNED BY CITY OF LONG BEACH AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the interception East of 2nd Street corner of South Burke Ave in the City of Long Beach.

UPON THE RECEIPT OF THE SUM OF \$ 0, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF 6/9/2023 (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF BOTTOM 2 TOP CONSTRUCTION LLC FOR SAID BUILDING OR PREMISES.

[BA CONCRETE]

Bruce Ayling

SIGNATURE

Bruce Ayling

(PRINT NAME)

Owner

(PRINT TITLE)



SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 9 DAY OF June, 2023

My Commission Expires: July 28, 2023

Amanda Garcia

NOTARY PUBLIC

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY, RECEIVED THE PAYMENT, SIXTY (60) DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN BEFORE THE EXPIRATION OF THE SIXTY-DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER SECTION 85-7-419, MISSISSIPPI CODE OF 1972.

Minutes of June 20, 2023
Mayor and Board of Aldermen

EXHIBIT E2

SUBCONTRACTOR'S/SUPPLIER'S INTERIM WAIVER AND RELEASE UPON PAYMENT
Alabama
STATE OF ~~MISSISSIPPI~~
COUNTY OF *Jefferson*

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY BOTTOM 2 TOP CONSTRUCTION LLC. TO FURNISH LABOR, SERVICES, AND/OR MATERIALS FOR THE CONSTRUCTION OF REPAIRS AND DRIANAGE FOR 2ND STREET SIDEWALK PROJECT, WHICH IS LOCATED IN LONG BEACH MS, COUNTY OF HARRISON, AND IS OWNED BY CITY OF LONG BEACH AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the interception East of 2nd Street corner of South Burke Ave In the City of Long Beach.

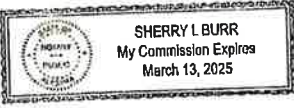
UPON THE RECEIPT OF THE SUM OF \$ 0, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF 6/12/23 (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF BOTTOM 2 TOP CONSTRUCTION LLC FOR SAID BUILDING OR PREMISES.

[CONSOLIDATED PIPE]
M. Williams

SIGNATURE
Mikki Williams

(PRINT NAME)
Credit Rep

(PRINT TITLE)



SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 12th DAY OF June, 2023
My Commission Expires: 3-13-2025 *Sherry L Burr*

NOTARY PUBLIC

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY, RECEIVED THE PAYMENT, SIXTY (60) DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN BEFORE THE EXPIRATION OF THE SIXTY-DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER SECTION 85-7-419, MISSISSIPPI CODE OF 1972.

Minutes of June 20, 2023
Mayor and Board of Aldermen

EXHIBIT E2

SUBCONTRACTOR'S/SUPPLIER'S INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF MISSISSIPPI

COUNTY OF Stone

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY BOTTOM 2 TOP CONSTRUCTION LLC. TO FURNISH LABOR, SERVICES, AND/OR MATERIALS FOR THE CONSTRUCTION OF REPAIRS AND DRIANAGE FOR 2ND STREET SIDEWALK PROJECT, WHICH IS LOCATED IN LONG BEACH MS, COUNTY OF HARRISON, AND IS OWNED BY CITY OF LONG BEACH AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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UPON THE RECEIPT OF THE SUM OF \$ 0.00, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF 5/5/2023 (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF BOTTOM 2 TOP CONSTRUCTION LLC FOR SAID BUILDING OR PREMISES.

[W Engineering, PA]

Holly S. "Pete" Williams

SIGNATURE

Holly S. "Pete" Williams

(PRINT NAME)

President

(PRINT TITLE)



SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 6 DAY OF June, 2023

My Commisssion Expires:

Aug 21, 2024

Sondra K. Lee

NOTARY PUBLIC

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY, RECEIVED THE PAYMENT, SIXTY (60) DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN BEFORE THE EXPIRATION OF THE SIXTY-DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER SECTION 85-7-419, MISSISSIPPI CODE OF 1972.

Minutes of June 20, 2023 Mayor and Board of Aldermen

EXHIBIT E2

SUBCONTRACTOR'S/SUPPLIER'S INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF MISSISSIPPI

COUNTY OF George

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY BOTTOM 2 TOP CONSTRUCTION LLC. TO FURNISH LABOR, SERVICES, AND/OR MATERIALS FOR THE CONSTRUCTION OF REPAIRS AND DRIANAGE FOR 2ND STREET SIDEWALK PROJECT, WHICH IS LOCATED IN LONG BEACH MS, COUNTY OF HARRISON, AND IS OWNED BY CITY OF LONG BEACH AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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[MCCRANEY STRIPING & SEAL COATING]



SIGNATURE

Austin McCraney

(PRINT NAME)

Owner

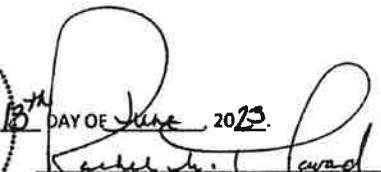
(PRINT TITLE)

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 13th DAY OF June, 2023.

My Commission Expires:

July 16, 2026





NOTARY PUBLIC

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY, RECEIVED THE PAYMENT, SIXTY (60) DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN BEFORE THE EXPIRATION OF THE SIXTY-DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER SECTION 85-7-419, MISSISSIPPI CODE OF 1972.

Minutes of June 20, 2023
Mayor and Board of Aldermen



Contractor's Affidavit of Release of Liens

PROJECT: (Name and address) 2nd Street Sidewalk Extension	ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: General Construction CONTRACT DATED: 11-15-2022	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO OWNER: (Name and address) City of Long Beach PO Box 929 Long Beach, MS 39560		

STATE OF: Mississippi
COUNTY OF: Harrison

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

EXCEPTIONS:

Bottom 2 Top Construction LLC.
16708 Hwy 67
Biloxi MS 39532

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR: (Name and address)

BY:

Sara Fox
(Signature of authorized representative)
SARA FOX, Owner
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public: Amanda Garcia
My Commission Expires: July 28, 2023



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User Notes: (1733912832)

Minutes of June 20, 2023
Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/5/2023

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

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

PRODUCER Cadence Insurance 760 Howard Ave., 2nd Floor Biloxi MS 39530	CONTACT NAME: Mary Brumley PHONE (AG, No, Ext): 228-400-0328 FAX (AG, No): 228-604-8053 E-MAIL: mary.brumley@cadenceinsurance.com ADDRESS:
INSURER(S) AFFORDING COVERAGE	NAIC #
License#: PG-1092395 BOT1270-01	INSURER A: Brierfield Insurance Company 10993 INSURER B: FCCI Insurance Company 10178 INSURER C: INSURER D: INSURER E: INSURER F:

INSURED
Bottom 2 Top Construction, LLC
16708 Hwy 67
Biloxi MS 39532

COVERAGES **CERTIFICATE NUMBER: 1612417193** **REVISION NUMBER:**
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INER LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CPP10007430501	12/13/2022	12/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		CA10007430601	12/13/2022	12/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB10007430801	12/13/2022	12/13/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N / A	WC010007430701	12/13/2022	12/13/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater		CPP10007430501	12/13/2022	12/13/2023	Limit \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability includes automatic additional Insured applicable as required by written contract.
Project Name/Number: Sidewalk Project

CERTIFICATE HOLDER Overstreet & Associates 161 Lamouse St, Ste 203 Biloxi MS 39530	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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**Minutes of June 20, 2023
Mayor and Board of Aldermen**

IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

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

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

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

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 Mayor and Board of Aldermen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 6/5/2023

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

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

PRODUCER Cadence Insurance 760 Howard Ave., 2nd Floor Biloxi MS 39530	CONTACT NAME: Mary Brumley PHONE (A/C, No, Ext): 228-400-0328 FAX (A/C, No): 228-604-8053 E-MAIL ADDRESS: mary.brumley@cadenceinsurance.com
INSURER(S) AFFORDING COVERAGE License#: PC-1092305 BOTT2TO-01	INSURER A: Brierfield Insurance Company NAIC # 10993 INSURER B: FCCI Insurance Company 10178 INSURER C: INSURER D: INSURER E: INSURER F:

INSURED
 Bottom 2 Top Construction, LLC
 16708 Hwy 67
 Biloxi MS 39532

COVERAGES **CERTIFICATE NUMBER: 1681265805** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		CPP10007430501	12/13/2022	12/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA10007430601	12/13/2022	12/13/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB10007430801	12/13/2022	12/13/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N / A	WC010007430701	12/13/2022	12/13/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater		CPP10007430501	12/13/2022	12/13/2023	Limit \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability includes automatic additional insured applicable as required by written contract.
 Project Name/Number: Sidewalk Project

CERTIFICATE HOLDER City of Long Beach 201 Jeff Davis Ave Long Beach MS 39560	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**Minutes of June 20, 2023
Mayor and Board of Aldermen**

IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

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

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

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 Mayor and Board of Aldermen



Consent Of Surety to Final Payment

Bond # 7313957

PROJECT: (Name and address) 2nd Street Sidewalk Extension	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
	CONTRACT FOR: Construction	ARCHITECT: <input type="checkbox"/>
TO OWNER: (Name and address) City of Long Beach 201 Jeff Davis Avenue Long Beach, MS 39560	CONTRACT DATED: 11/15/2022	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

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

Old Republic Surety Company
 P.O. Box 1635
 Milwaukee, WI 53201

, SURETY.

on bond of
(Insert name and address of Contractor)

Bottom 2 Top Construction LLC
 16708 Highway 67
 Biloxi, MS 39532

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
 of any of its obligations to

(Insert name and address of Owner)

City of Long Beach
 201 Jeff Davis Avenue
 Long Beach, MS 39560

, OWNER.

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: June 5th, 2023
(Insert in writing the month followed by the numeric date and year.)

Old Republic Surety Company
(Surety)

(Signature of authorized representative)

Debbie Dunaway, Attorney-in-Fact
(Printed name and title)

Attest:
(Seal)


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Mayor and Board of Aldermen



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: TROY WAGENER, JIM E BRASHIER, TEB JONES, DAVID FORTENBERRY, MARY NORVAL, KIM BARHUM, F. ROSS BELL, KATHLEEN B SCARBOROUGH, DEWEY B MASON, SUSAN M SKRMETTA, JOSEPH R BEATTIE, LISAR BUTLER, PATRICK T MASON, CHRIS BOONE, SHARON TUTEN, CHARLOTTE A RAMSEY, LESSIE N ANDERSON, DEBBIE DUNAWAY, JAMES ELEY BRASHIER, TENDRA POSEY of GULFPORT, MS

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

ALL WRITTEN INSTRUMENTS

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

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


- RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
 - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
 - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24th day of February 2023


Assistant Secretary



OLD REPUBLIC SURETY COMPANY

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS
On this 24th day of February 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

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

87-0829
ORSC 22262 (3-08)


Signed and sealed at the City of Brookfield, WI this 5th day of June 2023


Assistant Secretary

CADENCE INSURANCE, INC.

Minutes of June 20, 2023
Mayor and Board of Aldermen

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT City of Long Beach
2nd Street Sidewalk Extension

DATE OF ISSUANCE April 17, 2023

OWNER City of Long Beach

OWNER'S Contract No. _____

CONTRACTOR Bottom 2 Top Construction, LLC. ENGINEER Overstreet & Associates, PLLC.

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

Entire Project

TO City of Long Beach
OWNER

And To Bottom 2 Top Construction, LLC
CONTRACTOR

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

April 11, 2023
DATE OF SUBSTANTIAL COMPLETION

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

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

Minutes of June 20, 2023 Mayor and Board of Aldermen

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

RESPONSIBILITIES:

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

CONTRACTOR: One-year warranty.

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

Punchlist


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

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

Executed by ENGINEER on JUNE 8, 2023
.....
Overstreet & Associates, PLLC.
.....
ENGINEER

By: 
.....
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on JUNE 8, 2023
.....
Bottom 2 Top Construction, LLC
.....
CONTRACTOR

By: 
.....

OWNER accepts this Certificate of Substantial Completion on
.....
City of Long Beach
.....
OWNER

By:
(Authorized Signature)

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Mayor and Board of Aldermen

2nd STREET SIDEWALK EXTENSION

PUNCHLIST

April 11, 2023

1. Install ADA grates per design.
2. Establish grass in all areas designated in the plans.
3. Flush drainage system so there is no siltation.
4. Sweep and clean sidewalk throughout project.
5. Remove plastic from truncated domes.
6. Fill and regrade low area at 200 S. Nicholson from 2nd. St. to the front access sidewalk to N. Nicholson and fill in with sod to ensure there is proper drainage going into the drain inlet between 200 and 202 S. Nicholson.
7. Properly grade and install sod around drain inlet at 200 S. Nicholson.
8. Fill in sink hole along trench area at 204 S. Nicholson and ensure there is no failing infrastructure where the pipe ties into the catch basin.
9. Fill and regrade around the new catch basin on the north side of the intersection of 3rd St. and S. Nicholson. Install sod around catch basin and apply "ram-neck" seal between the lid and the top of box.
10. Clean silt from the catch basin on the south side of 3rd St. and S. Nicholson and apply "ram-neck" seal between lid and box, as well as apply sod around the perimeter of the box.
11. Wash all overspray of hydroseed from mailboxes affected.
12. Stabilize the ground and regrade at 333 S. Nicholson inlet.
13. Regrade the slopes to a 3:1 slope around the inlet area at 325 2nd St. and ensure that the drain opening is not blocked.
14. Dress up and fix the inlet at 321 2nd St.
15. Regrade area between the edge of pavement and sidewalk to ensure proper slope around mailbox of 232 2nd St.
16. Remove concrete spillage on sidewalk at 213 2nd St.
17. Remove all control point stakes.
18. Lower the lid of the catch basin at the southeast intersection of 2nd St. and S. Cleveland Ave. so that it will function properly.
19. Rake up and remove large aggregates in between the edge of pavement and sidewalk throughout the project.
20. Ensure there is proper slope between the edge of pavement and sidewalk throughout the project.
21. Ensure there is a positive slope around and into all drainage inlets.
22. Remove all lifting eyes from lids and plug holes with grout.
23. Remove silt in open ditches caused by construction.

**Minutes of June 20, 2023
Mayor and Board of Aldermen**

There came on for discussion ARPA/MCWI Grand Funding, whereupon City Engineer David Ball provided the following:

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



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

June 16, 2023

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

RE: ARPA/MCWI Grant Funding

Ladies and Gentlemen:

In the past several months, the City has been awarded over \$7 million in ARPA/MCWI funds for water, sewer, and drainage projects. Some of these funds are for new projects not yet begun, but several of the awards were for projects that were either already completed or which are still under construction now. For projects that were underway or which were already completed, these funding awards could simply be considered reimbursements of funds which the City intended to spend in improving the water & sewer infrastructure systems of the City. The projects awarded under such conditions are:

Projects Awarded	Combined ARPA/MCWI Award Amount
2021 Sewer Investigation & Rehab	\$341,004
2022 Sewer Investigation & Rehab	\$505,000
Lynwood Subdivision Water Improv.	\$739,395
	\$1,585,399

Because these projects are basically reimbursements into the City's water & sewer fund, the Board may elect to proceed with additional water & sewer projects at this time. Accordingly, we've updated the "critical projects" maps for the City's water, sewer, and drainage systems which we have attached hereto. These new maps indicate projects already completed and the status of the ARPA/MCWI awards. We've also prepared a list of suggested projects which the City could perform to continue their investment into & improvements of the City's water & sewer systems, which are indicated below:

Proposed Project	Estimated Project Cost
Edmund Dr./Cir. Water Main Improv.	\$600,000
Reroute Clower/Kuyrkendall Pump Station	\$155,000
Water & Sewer Master Plan	\$100,000
Citywide Pump Station Upgrades	\$250,000
	\$1,105,000

If these projects are acceptable to the City, we can prepare proposed contracts for professional services for each of them for your review. We do note that the "Water & Sewer Master Plan" is not an investment in the "bricks & mortar" of the water & sewer systems, but the completion of such a master plan would assist the City in the future with project selection and prioritization, and would furthermore serve to facilitate future grant applications. You may also


**Minutes of June 20, 2023
Mayor and Board of Aldermen**

June 16, 2023

note that we are proposing projects which don't total to the amounts awarded in the ARPA/MCWI process. In explanation, we offer that two of the projects awarded are still underway, with final costs yet to be determined. Furthermore, the volatile nature of bidding recently suggests that keeping an ample buffer may be wise. If the projects can be completed for the estimated project costs listed above, the City can always authorize further projects.

We are ready to assist the City in any way with the above projects. If you need any further information, please advise.

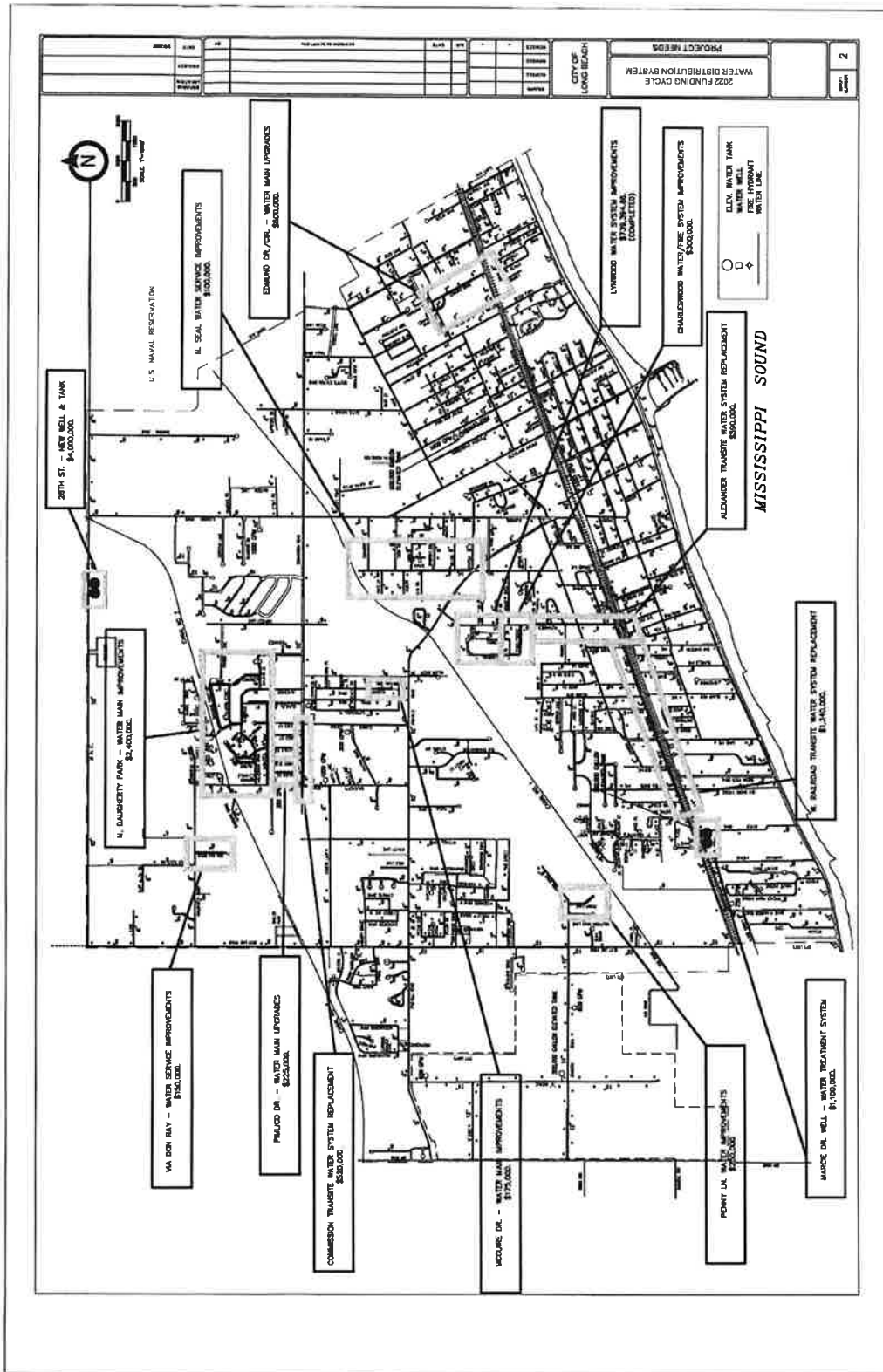
Sincerely,



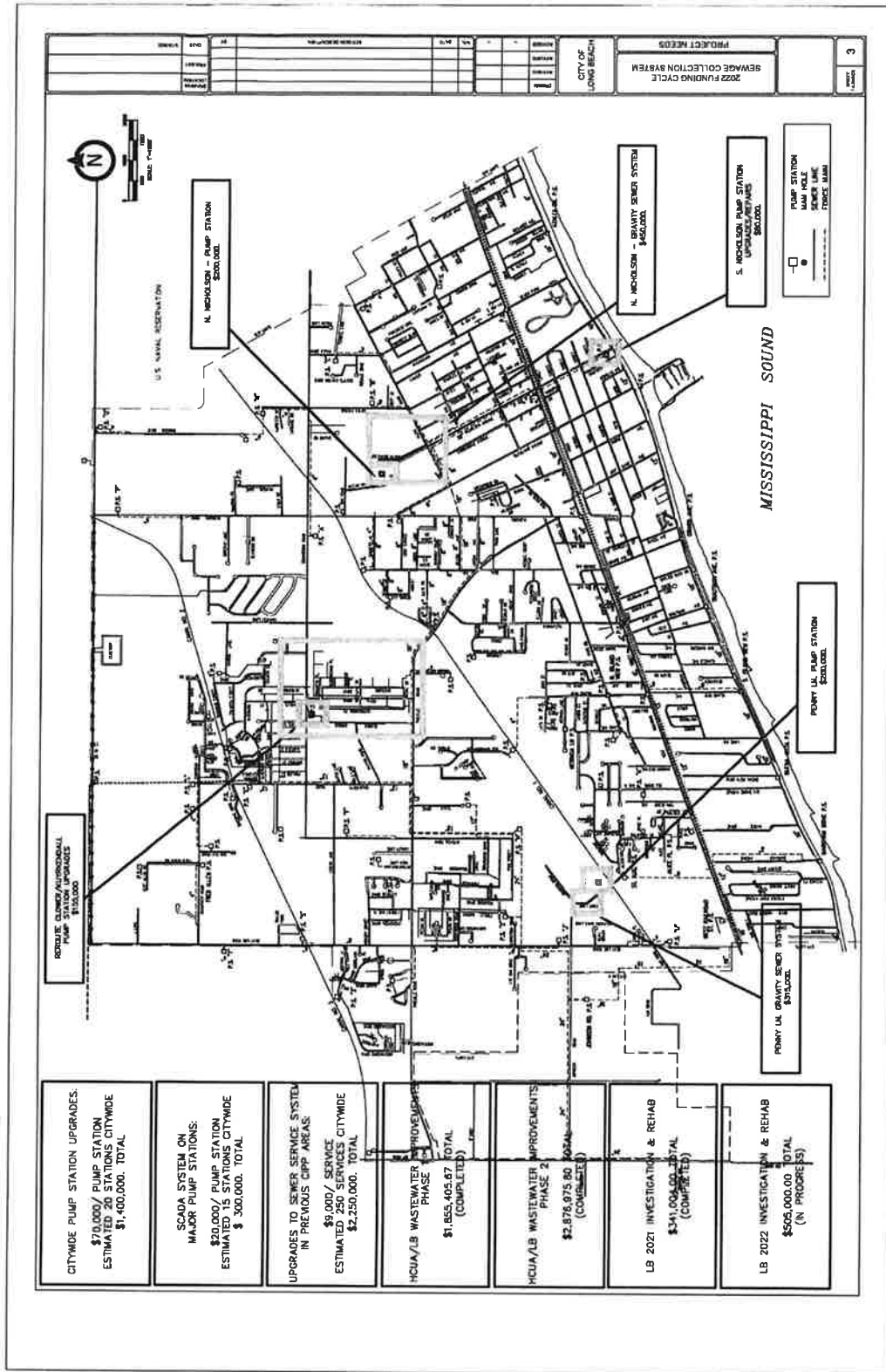
David Ball, P.E.

DB:1249
Attachment

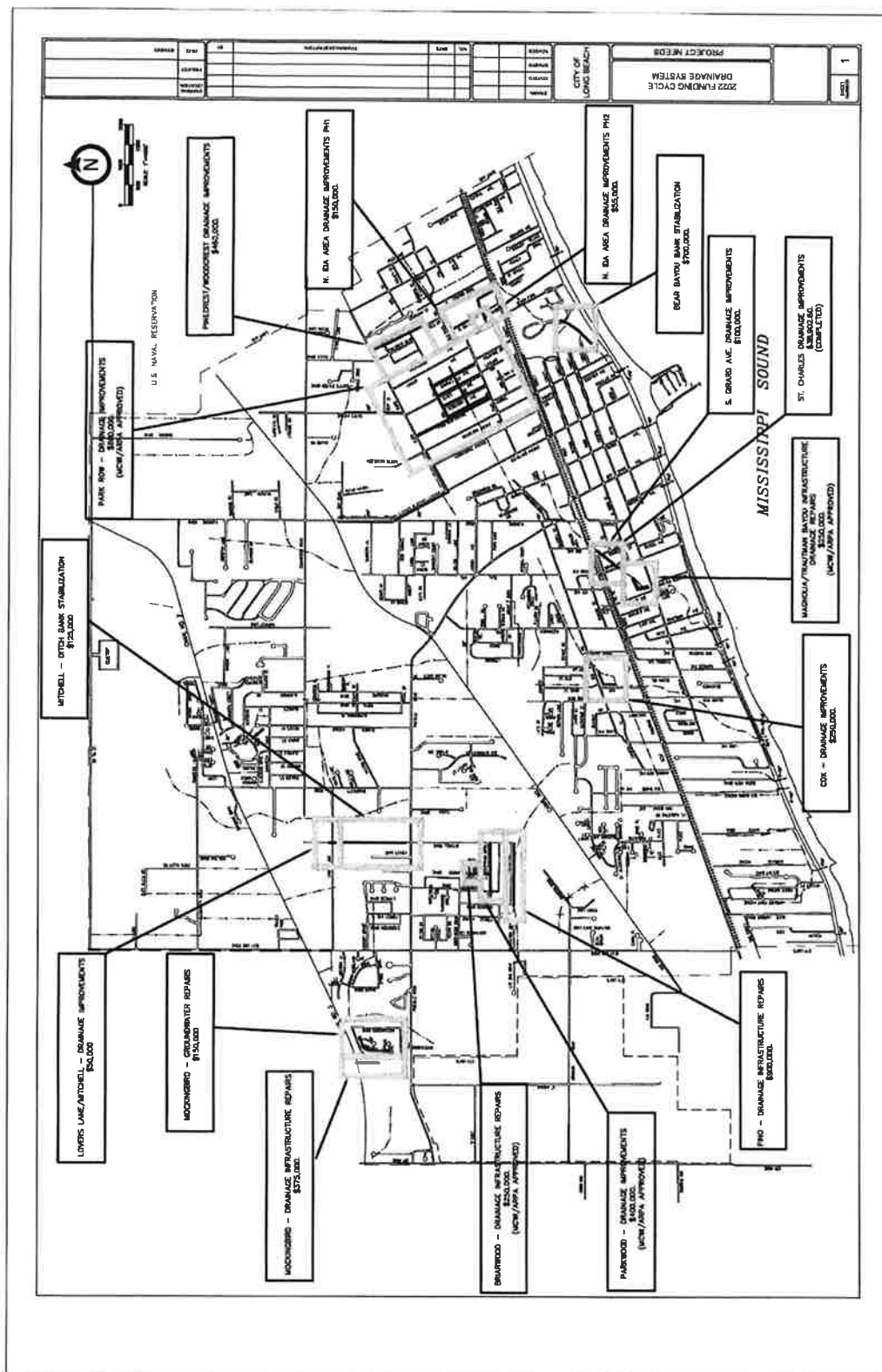
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 Mayor and Board of Aldermen



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 Mayor and Board of Aldermen



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Mayor and Board of Aldermen



After continued discussion, Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to approve the aforementioned projects recommended by Mr. Ball.

**Minutes of June 20, 2023
Mayor and Board of Aldermen**

Alderman McCaffrey made motion seconded by Alderman Parker and unanimously carried to approve the submission of the following FY 2025 Tidelands Application, and authorize the Mayor Pro Tempore to execute same:

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



**OVERSTREET
& ASSOCIATES**
CONSULTING ENGINEERS

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

MEMORANDUM

Date: 6/16/2023
To: Mayor & Board of Aldermen
From: David Ball (OA)
RE: FY2025 Tidelands Application

The FY2025 Tidelands Applications are due to the MS DMR by July 1, 2023. We have attached the proposed application, which is a request for \$500,000 to be used in the following ways::

1. Construction of the eastern bulkhead wall.
2. To provide the "local match" for any Hurricane Zeta repair projects.

Although these funds could certainly be spent on the two items listed above, it should be noted that Tidelands funds have historically been able to spent in very broad ways depending on the current needs of the City.

If this application is acceptable, we request your authorization for the Mayor to execute the completed application for submittal.

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 Mayor and Board of Aldermen



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2025

Public Access Managed Project

Official Use Only

Project Number: _____

Average Merit Score: _____

Requesting Agency: _____

PROJECT SUMMARY

1. Title of Project: *red outlines indicate required fields*

FY2025 - Long Beach Harbor Improvements

2. Location of Project:

Long Beach Smallcraft Harbor

3. Requesting Agency

City of Long Beach

3.a Select your Office (DMR Applicants Only)

4. Requesting Agency Representative:

a. Name: George Bass

b. Phone: 228.863.1556

c. Fax: 228.865.0822

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

e. Email: mayor@cityoflongbeachms.com

5. Project Manager:

a. Name: David Ball, P.E., City Engineer

b. Phone: 228.967.7137

c. Fax:

d. Address: 161 Lameuse St., Suite 203, Biloxi, MS 39530

e. Email: david@overstreeteng.com

6. Funding Requested:

\$ 500,000.00

6a. Requested Funding for Required Match:

6b. Amount Above Matching Funds:

7. Matching Funds:

\$ 3,093,000.00

8. Source of Matching Funds:

GOMESA & Tidelands

9. Total Project Funds

\$ 3,593,000.00

Joint Project Information

Is this a Joint Project?

Yes No

If yes, enter the agency:

Other Agency's Contact:

**Minutes of June 20, 2023
Mayor and Board of Aldermen**



**MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2025**

PROJECT SUMMARY

10. Provide Brief Project Description/Overview:

The City of Long Beach requests funds for two critical projects in the Smallcraft Harbor: 1 - the Eastern Bulkhead, which will strengthen the structural integrity of the eastern shore to provide enhanced damage resistance from storms; and 2 - funding for the local share of Hurricane Zeta repairs, which may be partially funded through FEMA.

11. LIST Project Goals/Objectives:

- 1 - Protect and stabilize the eastern shore of the Harbor, allowing for increased safe usage and functionality of the Harbor.
- 2 - Begin construction of elements in the Harbor which will coordinate with the approved Long Beach Harbor Master Plan.
- 3 - Reinforce or otherwise mitigate areas of the Harbor which are particularly susceptible to damage during storm events.
- 4 - Reduce the likelihood and length of "downtime" following unavoidable storm damage.
- 5 - Reduce the City's dependence on requests for funding for the repair of repetitive damage/losses.

12. LIST Project Benefits:

- 1 - Increase the ease and safety of the Public's use of the Harbor facilities, by increasing the availability of boat slips and other Harbor infrastructure and by lessening the damage caused during storm events.
- 2 - Reduce the exposure to repetitive damages in the referenced areas of the Harbor, saving considerable expense and effort in the future. For instance, since 2005, there have been at least 4 notable and expensive storms which have damaged Harbor facilities.
- 3 - Areas which are reinforced or mitigated will be more often useable by the Public, increasing Public access to Tidelands areas.

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Mayor and Board of Aldermen**



**MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2025**

PROJECT SUMMARY

13. LIST Project Tasks:

- 1 - Complete detailed engineering design, plans, and Contract documents; this process is nearly 50%-75% completed.
- 2 - Permitting for the items detailed in this application are already in-hand.
- 3 - Finalize design & follow the typical construction contract procurement process.
- 4 - Complete the construction work.

14. Project Timetable/Milestones:

Measured from availability of funds:

Eastern Bulkhead:

- 1 - Complete Design (8 months)
- 3 - Bidding & Construction (18 months)

Hurr. Zeta Repairs & Pier 4 Improvs.:

- 1 - Complete Design (4 months)
- 2 - Permitting (4 months)
- 3 - Bidding & Construction (12 months)

15. If this project has been funded previously through Tidelands Trust Fund indicate which fiscal years: (type N/A if not applicable)

SE Shore Protection/Hardening - FY2017 through FY2023; Eastern Bulkhead - FY2024

16. Project Timing:

- Short-term (3 years or less) Deferred/long-term (3 – 5 years)

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 Mayor and Board of Aldermen



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
 Request for Funding FY2025

APPLICATION SUMMARY QUESTIONNAIRE

17. Is this a Multi-Phase Project? Yes No

18. Is any part of this project located on private property? Yes No

19. Is there an existing lease between the requesting agency and property owner? Yes No

20. If required, are the plans approved by the DMR Permitting Office? Yes No

21. Will this project enhance an existing water-dependent activity? Yes No

Identify the activity:

All activities which are currently accessible from the Long Beach Harbor will benefit from these projects, including recreational fishing, boating, charter fishing, and public access.

22. Does this project coordinate with other existing or planned projects? Yes No

Identify the project(s):

2013 Long Beach Smallcraft Harbor Master Plan, with 2020 updates

23. Will this project involve impacting, filling, or dredging coastal wetlands? Yes No

If yes, what acreage:

24. Identify the constituency or interest group(s) which this project will serve:

Public users and Harbor customers

25. Identify the service that this project will provide to the group(s) identified in 24:

Enhanced, increased, and safer use of Tidelands areas.

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APPLICATION SUMMARY QUESTIONNAIRE

26. Project Category:

(more than one may apply)

- Conservation
- Reclamation
- Preservation
- Acquisition
- Education
- Public Access
- Public Improvement
- Other (Identify)

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

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

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

28. Categorize the benefits from 12:

- Environmental
- Economic
- Safety
- Public
- Other (Identify)

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

- Yes
- No

If yes, identify:

30. In what way does this project meet the goals and objectives of the Department of Marine Resources and the Secretary of State's Office, which include enhancing, protecting, conserving and providing public access to tidelands affected areas?

This project meets the goals of this program by increasing the opportunities for safe public usage and by reducing damage to other peripheral coastal wetlands by reducing & otherwise mitigating damages in the project area.

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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
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APPLICATION SUMMARY

31. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

The City of Long Beach seeks to construct a portion of a reinforced bulkhead wall which will protect the eastern shore of the Long Beach Harbor. This area has historically often been damaged by large storm events, with repairs often taking exceptional lengths of time due to FEMA timelines and regulations, permitting requirements, and other considerations that extend the project time. Construction of a bulkhead wall in the area will help to reduce the frequency of damage, saving considerable funds in on-going, repetitive losses. The bulkhead will provide a "protected zone" to areas to the west to an elevation of ~10' MSL which should provide significant reduction to other areas in the Harbor by protecting from high-energy waves during storms. Because the bulkhead wall is expected to survive even major storm events, it will also facilitate quicker repairs by providing an above-mean high tide area that can be repaired via normal backfilling and paving operations with no extensive permit requirements.

This work is already being designed, and the needed environmental permits are in-hand.

After completion of the project, this portion of the Long Beach Smaller Craft Harbor will be better protected, leading to reduced future damaged and quicker restoration. This will lead to increased availability of funds to perform other Tidelands public access projects within the Harbor area, such as improvements to boat launches, boating piers, fishing facilities, and other important infrastructure. Furthermore, reducing the repetitive damage to this area (which generally consists of erosion, and destruction of shore protection in the area) will also reduce the impact of these damages to other public Tidelands areas.

Secondly, the City requests funding to help cover the City's local share of any Hurricane Zeta damages, which occurred in October. The City is currently working with FEMA to determine the exact extent of these damages and the level of FEMA's participation.

BUDGET:

Design Phase -----	\$50,000
Construction Phase ----	\$450,000
<u>Total -----</u>	<u>\$500,000</u>

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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
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APPLICATION SUMMARY

32. Estimated number of years to completion: 2

33. Estimated Completion Date: 6/2025

34. Prioritize if your agency has submitted multiple projects

35. SIGNATURES

Project Manager:

[Handwritten Signature]
Signature

6-20-2023

Date

Requesting Agency Representative:

[Handwritten Signature]
Signature

6/20/23

Date

36. Attach project schematics or drawings as appropriate

*Progress notes must be submitted semi-annually on Public Access projects and DMR projects, and quarterly on Managed projects.

CLICK TO SUBMIT FORM TO tidelandsapp@dmr.ms.gov



**Before submitting application, please make sure to complete the Budget form on page 8.

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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2025

BUDGET

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Salaries, wages, Fringe						\$ 0.00
Travel						\$ 0.00
Architecture & Engineering	50000					\$ 50,000.00
Legal						\$ 0.00
Consulting						\$ 0.00
Construction	450000					\$ 450,000.00
Site Work						\$ 0.00
Equipment						\$ 0.00
Land Acquisition						\$ 0.00
Indirects						\$ 0.00
Other						\$ 0.00
Total	\$ 500,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 500,000.00

Funding Sources	Year 1	Year 2	Year 3	Year 4	Year 5	Total
*Tidelands Funding Reallocated (Project #: _____, Year _____)						\$ 0.00
**Tidelands Funding Awarded	500000					\$ 500,000.00
***Federal Grants Funding						\$ 0.00
***FEMA Funding						\$ 0.00
***MEMA Funding						\$ 0.00
***CDBG Funding						\$ 0.00
***In-Kind Donations						\$ 0.00
***Other						\$ 0.00
Total	\$ 500,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 500,000.00

Instructions:

1. If project will be completed in one year, complete only the "Year 1" budget column.
2. If project will be completed in two years, complete "Year 1" and "Year 2" columns.
3. Follow the same process as above for "Year 3", "Year 4", and "Year 5", if project will not be completed for 5 years.
4. *This should be completed only if you plan to reallocate existing funds to this project.
5. **This should only be completed if you were awarded funds in previous Tidelands year for other phases of this same project.
6. ***Refer only to matching funds secured for this project.

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MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2025

LEGISLATIVE SUMMARY

<p>1. Title of Project: FY2025 - Long Beach Harbor Improvements</p> <p>2. Location of Project: Long Beach Smallcraft Harbor</p> <p>3. Requesting Agency: City of Long Beach</p>	<p>6. Funding Requested: \$ 500,000.00</p> <p>7. Matching Funds: \$ 3,093,000.00</p> <p>8. Source of Matching Funds: GOMESA & Tidelands</p> <p>9. Total Project Funds: \$ 3,593,000.00</p>
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10. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

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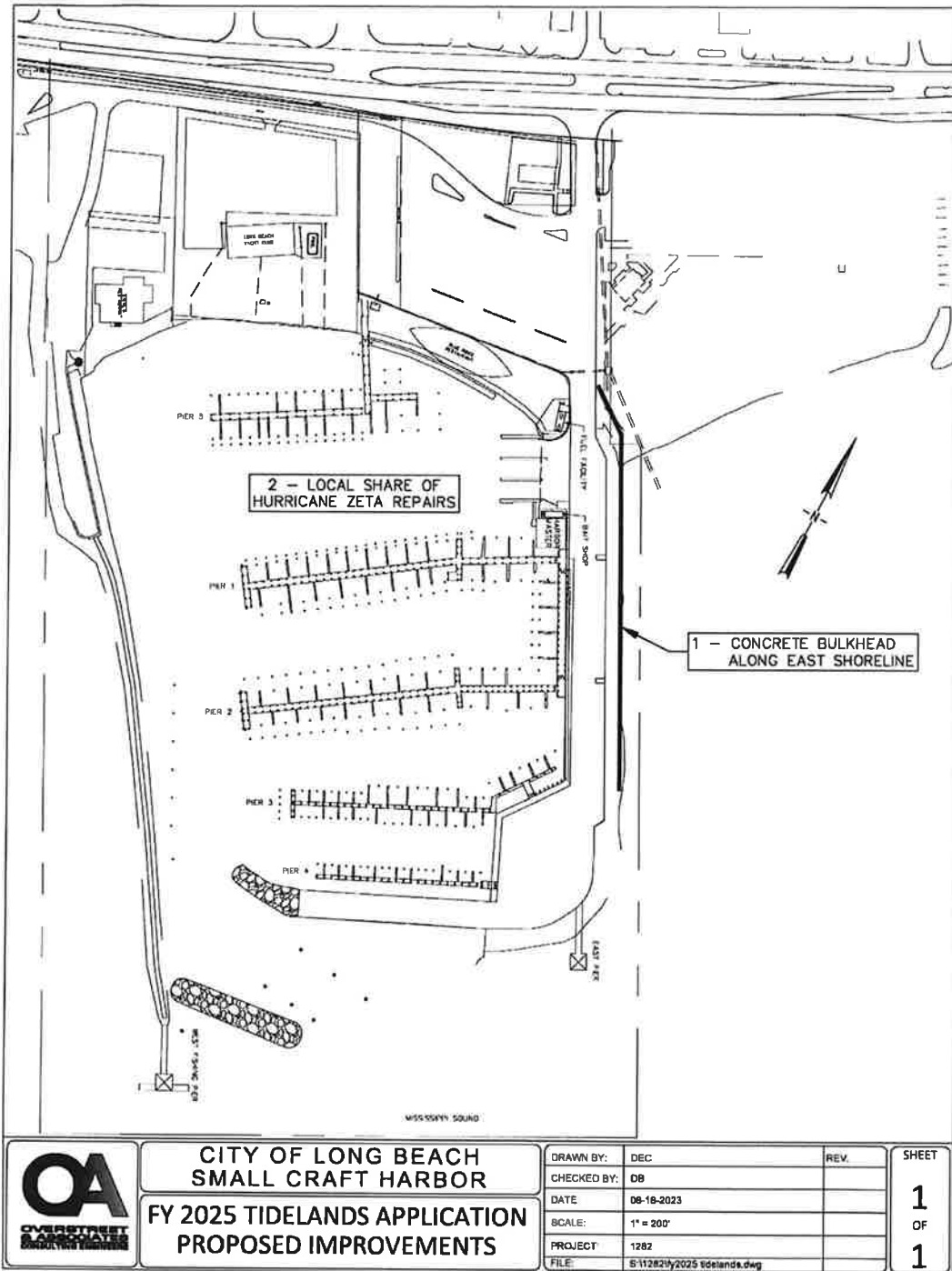
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BUDGET:

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Construction Phase ----	\$450,000
<hr/>	
Total	\$500,000

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Recreation Director Bob Paul provided a brief update on his research for replacing the Wheel Way.

Interim Harbormaster David Falks apprised the Board that the security cameras were now operational at the harbor.

Community Affairs Director Courtney Cuevas apprised the Board of the upcoming 4th of July Jubilee to be held on Saturday, July 1, 2023.

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

There being no further business to come before the Mayor and Board of Aldermen at this time, Alderman Brown made motion seconded by Alderman McCaffrey and unanimously carried to recess until Wednesday, July 5, 2023 due to the upcoming Independence Day holiday.

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